



Regular City Council Meeting
7:00 p.m., Monday, July 16, 2018
City Council Chambers
23600 Liberty Street
Farmington, MI 48335

REGULAR MEETING AGENDA

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENT**
4. **APPROVAL OF ITEMS ON CONSENT AGENDA**
 - A. **Special Event Application – Patriots Day Memorial**
 - B. **Beautification board resignation: Meg Day**
 - C. **Accept minutes from City Boards and Commissions**
 - D. **Farmington City Council minutes**
 - E. **Farmington Monthly Payments Report**
 - F. **Farmington Public Safety Monthly Report**
 - G. **Historic Commission letter of support to restore historic credits**
5. **APPROVAL OF REGULAR AGENDA**
6. **PRESENTATION/PUBLIC HEARINGS**
 - A. **Introduction of 2018 Miss Oakland County Court**
7. **NEW BUSINESS**
 - A. **Consideration to adopt resolution to amend water and sewer rates, effective July 1, 2018**
 - B. **Consideration to approve request to purchase a new patrol vehicle**
 - C. **Consideration of proposal to update City of Farmington Master Plan**
 - D. **Consideration to approve ballot language for the proposed millage rate increase**
 - E. **Request for extension of courthouse property purchase agreement**
 - F. **Consideration to approve appointment of City Clerk**
 - G. **Consideration to approve payment for asphalt repairs**
 - H. **Consideration to approve Detroit Edison (DTE) quote for the LED street light conversion**
 - I. **Consideration to approve dedication and acceptance of road and utilities for Riverwalk of Farmington**
8. **DEPARTMENT COMMENT**
9. **CITY COUNCIL COMMENTS**
10. **ADJOURNMENT**

**Farmington City Council
Staff Report**

**Council Meeting
Date:** July 16, 2018

**Reference
Number
4A**

Submitted by: Melissa Andrade

Description Special Event Request for American Legion Groves-Walker Post 346, 9-11 Memorial Service

Requested Action Move to approve special event request for the American Legion Groves-Walker Post 346 to hold the community's annual 9-11 Memorial Service, September 11, 2018 from 6 – 7:30 p.m. in Riley Park and the Sundquist Pavilion.

Background

The City received a special event request from Andy Machcinski of the American Legion Groves Walker Post 346 for a Patriots Day, 9-11 Memorial Service. The service is scheduled Tuesday, September 11, 2018, from 6 – 7:30 p.m. at the Sundquist Farmington Pavilion and will be held in memory and recognition of those who lost their lives during this tragic time.

City Administration is recommending approval of the special event request.

Material: Special Event Application



CITY USE ONLY

Approval Needed:

- City Manager
- City Council

- Approved
- Denied

City of Farmington Special Event Application

This application is for all events in Riley Park and any other city event that will bring in more than 100 people. Complete this application in accordance with the city of Farmington's Special Events Policy and return it to the City Manager's Office at least 60 days prior to the starting date of the event.

Sponsoring Organization's Name AMERICAN LEGION POST 346

Organization Phone: 248-794-2359

Organization Address 31775 Grand River Ave., Farm., MI 48336

Organization's Agent: Andy Machcinski Phone: 248-794-2359

Agent's Title: 2nd Vice Chairman E-mail: machc1@sbcglob

Agent's Address: 24583 Millcreek Dr

Event Name: FARMINGTON'S 17th. ANNUAL PATRIOTS DAY

Event Purpose: To honor the mem. of those who died on 9/11

Event Dates: Tuesday September 11, 2018

Event Times: 6pm - 7:30pm approx.

Event Location: Walter Sundquist Pavilion at Riley Park

Number of People Expected: 50

1. **Type of Event:** Based on policy section 2, this event it:

- City Operated Event
- Co-sponsored Event
- Private Event
Prohibited in Riley Park
- Non-Profit Event
- For-Profit Event

2. **An Event Map [is] [is not] attached.** If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lot that you are requesting to be blocked off.

3. **Vendors:** Food Concessions (YES) (No) Other vendors (YES) (No)

If yes, refer to Policy Section 13 for license and insurance requirements.

If yes, please list all of the vendors by vendor name:

4. **For events in Riley Park: Invitation to Civic Organizations and Merchants in the Event Vicinity.** Non-profit organizations and local merchants in the vicinity of Riley Park – the Central Business District -- should be given the opportunity to participate in the special event to the greatest extent practical; e.g., a local Deli might come out and sell bratwurst. You must demonstrate that reasonable efforts have been made with regard to such inclusion and participation. The City Manager's office shall be responsible for determining whether this requirement has been met.

() I have invited local businesses to participate.

Those invited include: NA

5. **Exempt Parking:** Are you requesting exempt Parking? (See Policy Section 5)
(YES) (NO)

If yes, list the lots or locations where exempt parking is requested:

6. **Other Requests:**

NA

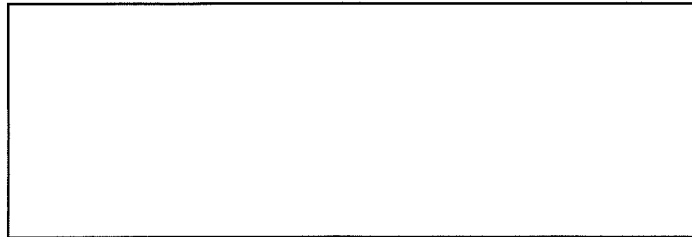
7. **Event Signs:** Will this event include the use of signs (YES) (~~NO~~)
If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs: Please complete sign illustrations below.

Signs or banners approved by the city of Farmington for special events shall be designed and made in an artistic and workman-like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

Total square footage of the banner cannot exceed 32 square feet.

Banner Length

Width



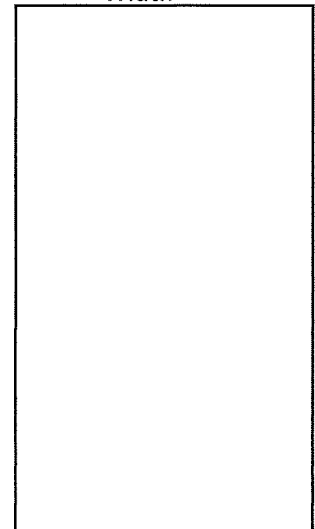
Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet

Width

Height

Write copy of sign in the box.



8. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:
- a. For public events, a certificate of insurance must be provided which names the city of Farmington as an additional named insured party on the policy. (see Policy Section 10 for insurance requirements)
 - b. Event sponsors and participants will be required to sign Indemnification Agreement forms. (refer to Policy Section 12)
 - c. If the event includes solicitation by workers standing in street intersections, the required safety precautions will be maintained at all times in accordance with the Department of Public Safety. (see Policy Section 11)
 - d. All food vendors must be approved by the Oakland County Health Department, and each food and/or other vendor must provide the city with a certificate of insurance which names the city of Farmington as an additional named insured party on the policy. (see Policy Section 13)
 - e. The approval of this special event may include additional requirements and/or limitations based on the city's review of this application, in accordance with the city's special event policy. The event will be operated in conformance with the written confirmation of approval. (see Policy Sections 11 and 16)
 - f. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the city and will promptly pay any billing for city services which may be rendered, pursuant to Policy Sections 3 and 4.

As the duly authorized agent of the sponsoring organization, thereby apply for approval of this special event, affirm the above understandings, and agree that my sponsoring organization will comply with the city's Special Event Policy, the terms of the Written Confirmation of Approval and all other city requirements, ordinances and other laws which apply to this special event.

07/09/2018

Date

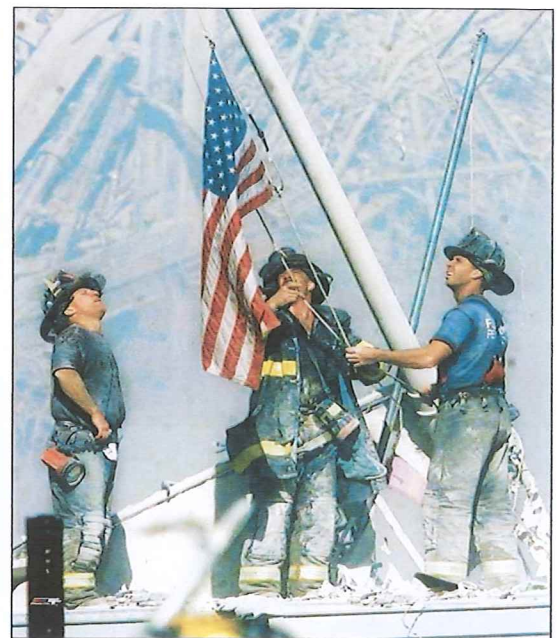


Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least sixty (60) days prior to the first day of the event to:

City Manager's Office
23600 Liberty Street
Farmington, MI 48336

Phone: 248-474-5500, ext. 2221



Farmington's 17th Annual Patriot Day Ceremony
Tuesday September 11, 2018 6:00pm - approx. 7:30pm
Location: Walter Sundquist Pavilion at Riley Park
Downtown Farmington Center

Groves-Walker American Legion Post 346, along with the cities of Farmington and Farmington Hills, present our **17th Annual Patriot Day Ceremony**

to honor the memory of the nearly three thousand citizens and first responders who died in the September 11, 2001 terrorist attacks on the World Trade Center in New York.

We are also honored to recognize our own local heroes who serve our community every day.

We encourage the community to attend and show their support.

During the ceremony, Officer of the Year honors will be presented to Police Officers, Public Safety Officers and Fire Fighters from Farmington and Farmington Hills.

Light refreshments will follow the ceremony.

Minimal seating available, please bring your lawn chairs.



Andy Machcinski, Vice Commander Post 346
Virginia Morris, Miss Farmington Committee

Groves-Walker American Legion Post 346
31775 Grand River Ave. Farmington, MI 48336

248-478-9174 GrovesWalkerPost346@gmail.com www.americanlegionpost346.org



Farmington City Council Staff Report	Council Meeting Date: July 16, 2018	Item Number 4B
Submitted by: Melissa Andrade		
<u>Agenda Topic</u> Meg Day's resignation from the Beautification Committee		
<u>Proposed Motion:</u> On consent agenda, NA		
<u>Background:</u> Meg Day submitted her resignation from the Beautification Commission. She has moved out of the city. Her term was to expire June 30, 2021.		
<u>Materials:</u> Resignation letter		

On Saturday, June 16, 2018, 8:05:13 PM EDT, Meg Day <meg1103@yahoo.com> wrote:

Good evening all,

With disappointment I have to withdraw from the Beautification Committee. I was engaged last November and am now planning a wedding for September. I've also moved to Bloomfield Hills and am in the throes of renovating our home and yard where the wedding will take place. With all that entails, the deadlines and decisions, and working, and spending time at our place up north with family, I find time is limited and I'm simply unable to adequately commit to all I'd like to do. I've loved working with you all and have thoroughly enjoyed seeing the beauty of Farmington through the lens of this Committee. Thank for this privilege.

All the best always,
~Meg

Farmington City Council Staff Report	Council Meeting Date: July 16, 2018	Item Number 4C
Submitted by: Melissa Andrade		
<u>Agenda Topic:</u> Accept Minutes from City's Boards and Commissions		
CIA: none this month, June meeting canceled DDA: June 2018 Historical: May 2018 Parking: May 2018 Planning: June 2018 ZBA: June 2018 Library: May 2018 Art Commission: May 2018 Commission on Aging: May minutes not yet posted Commission on Children, Youth and Families: June 2018 Emergency Preparedness Committee: May 2018		



FARMINGTON DOWNTOWN DEVELOPMENT AUTHORITY
Meeting Minutes
Wednesday, June 6, 2018
Farmington City Hall

The June 6, 2018 meeting was called to order by Todd Craft at 6:06 p.m.

ROLL CALL

PRESENT: Tom Buck, Stephanie Clement, Todd Craft, Rachel Gallagher (arrived late at 6:09 p.m.), Tom Pascaris, Micki Skrzycki

ABSENT: Sean Murphy, Steve Schneemann, Kathy Griswold

OTHERS PRESENT: Kate Knight, DDA Executive Director
Lydia Macklin-Camel, DDA staff

APPROVAL OF ITEMS ON CONSENT AGENDA

Motion by Buck, seconded by Clement to approve the following items on the consent agenda:

- a. Financial Report
- b. Minutes: May 2, 2018 Meeting

Motion carried 5-0-4.

APPROVAL OF REGULAR AGENDA

Motion by Skrzycki, seconded by Buck to approve the June 6, 2018 agenda as presented.

Motion carried 5-0-4.

PUBLIC COMMENT

Call to the Public at 6:08 p.m.

None.

Call to the Public closed at 6:08 p.m.

FINANCIAL SNAPSHOT

Kate Knight outlined the Financial Snapshot explaining that the reason Tiff Revenue is 105% of the DDA budget is because the previous year's budget was too conservative.

EXECUTIVE DIRECTOR UPDATE

Events

Knight shared that Art on the Grand was a success. Great weather, paired with a strong stable of juried artists, made for a highly reviewed event. Attendance was up from last year. The DDA KidZone featured a few large games (Connect Four, Jenga, corn hole and buckets of sidewalk chalk), all of which will be available every day at Riley Park this summer.

Knight let the Board know that this week begins both concert series. Lunch Beats launches Wednesday at noon and RhythMZ in Riley Park kicks off Friday night. Knight also mentioned that the grass in Riley Park is currently being worked on due to the late, wetter than normal spring. In the meantime, DPW has requested that no pedestrian traffic cross the grass planting in Riley Park through late June, to protect the recently planted grass in the southern two quadrants.

Business Development

Knight discussed property for sale by the Farmington Holding Company, which has listed a significant parcel property centered on the Farmington State Bank building at Farmington and Grand River. The asking price is \$2.99 million or about \$90/ square foot, which is competitive compared to neighboring communities. DDA and the City's Community and Economic Development department have met with the listing broker, Scott Elliott. Main Street Oakland County has retained a commercial real estate consultant specializing in downtown properties, who will assist in marketing the properties with Newmark Grubb Knight Frank.

Knight also mentioned that Main Street Oakland County is hosting a workshop, Retail in the Age of Amazon, on two Mondays, July 9 and 16. The DDA is sponsoring six merchants to attend the event, featuring ZingTrain and Creative Business Consulting Group from Boston.

Knight shared the status of a new shopping incentive program in collaboration with the Farmers Market and downtown merchants. When people spend at least \$20 at a downtown Farmington business, they are encouraged to bring their receipt to the Farmers Market info booth to receive a free jute shopping bag. Approximately 100 bags have been given away thus far. The program has also created an opportunity for co-op advertising with business owners including coupons and giveaways in each bag handed out.

Buck suggested the DDA document the total amount spent once the initial program is completed and share that with downtown merchants. Craft also suggested expanding the program by offering higher level prizes to those who spend \$50, \$100, \$150 etc.

Public Art

Sculpture conservation is almost complete. Media release has been published. Installation is pending concrete availability; trades are running four to six weeks out. DDA is working with multiple vendors to push installation schedule. The Public Art

Committee met May 9 to jury applications. The unanimous choice, artist John Martin, has been notified, and the mural approval is scheduled to appear before the ZBA at a special meeting in June. Final approval has not been granted by the building owner, who has several artistic suggestions.

The Public Art Committee will evaluate a project with local non-profit Friendship Circle, working with artist David Zinn, training Soul Studio special needs artists to create chalk art on downtown Farmington sidewalks this summer.

Repairs and Maintenance

Irrigation system replacement is complete within streetscapes. Tree trimming is scheduled for the end of June, followed by installation of LED tree lighting.

COMMITTEE UPDATES

a. DDA Design Committee

Kate Knight shared the Design Committee met with OHM to review the drawings for the Oakland Street Improvement Project. The DDA has only allocated \$80,000 towards this project, however, after additions and revisions made by the Design Committee, the project will cost around \$120,000. Knight let the Board know that OHM is going to finalize the drawings for the next meeting and itemize the punch list. This information will be brought to the DDA for discussion. The DDA wants to do as much as they can with this project, however, they are firm in their \$80,000 budget allocation so will push OHM to meet those financial parameters.

The Design Committee also discussed establishing Landscape Design Guidelines for the downtown streetscape as well as future downtown development. The Committee reviewed a proposal from Grisham Metz, the landscape design firm who created the original downtown streetscape. The Landscape Design Guidelines will not only be a reference to the DDA but will also regulate the aesthetic of future development projects as well as where Sunflower Explosion. Sunflower Explosion will still exist as it is relevant to the culture of Farmington, however, the Design Committee would like to control the planting project to ensure it maintains an aesthetic quality in line with the rest of the streetscape.

Gallagher suggested getting proposals from other firms because Grisham Metz is expensive. Buck suggested the DDA ask Grisham Metz to amend their budget to fit within a budget parameter. Knight let the Board know that DDA staff can offer some time to do the initial research and data collection which will help reduce costs.

Knight suggested the Board consider making a statement with custom designed landscape elements such as oversized planters that emulate streetscapes the DDA admires yet sets Farmington apart. Knight also asked the Board to consider elements and plants that would be appealing in all four seasons. With the new irrigation plan moving forward, Knight let the Board know that they would have the opportunity to install hanging planters above the street with the ability to water them.

Knight also suggested that the DDA Board involve the Public Art Committee and the Beautification Committee in this process.

The DDA Board will continue the streetscape landscape and design discussion at the August 2018 Meeting.

b. Public Art Committee

See "Executive Director Update."

WEBSITE CONTRACT APPROVAL

Knight presented a finalized contract from Revize for Website Management and Design services to the DDA Board. Knight assured everyone that the City's legal team has reviewed the contract and Revize has incorporated all recommended language. Knight also reminded the Board that the total cost for the project will be \$10,189, which includes design and hosting fees. In order to begin the project, Revize requires an initial deposit of \$4,997.

Motion by Gallagher, seconded by Pascaris to approve a contract with Revize for website design and maintenance totaling \$10,189, plus 3 year subscription service paid using the Revize Client First Plan and authorizing the DDA Executive Director to pay the \$4,997 deposit to begin the project.

Motion carried 6-0-3

Knight let the Board know that the Website Update Project will be highly staff intensive and so staff is looking to create a Communications Committee to assist in the process. Knight will also be reaching out to set a date for a kick-off meeting with Revize to begin this project.

MAIN STREET TECHNICAL VISIT

Knight shared the Technical Visit Application with the Board asking that they choose two options to propose for the visit. After discussion, the Board chose Option #1 being assistance developing a Communications and Marketing Plan and Option #2 being Design Assistance for seasonal plant installations.

Motion by Skrzycki, seconded by Clement to approve a 2018 Main Street Technical Visit request and submittal of application with Option #1 being Communications and Marketing Plan and Options #2 being Design Assistance for season plant installations.

Motion carried 6-0-3

CLOSED SESSION – PROPERTY ACQUISITION

Motion by Gallagher, seconded by Buck to move into the Closed Session regarding Property Acquisition at 8:01 p.m.

Motion carried 6-0-3

Motion by Gallagher, seconded by Buck to move out of the Closed Session regarding Property Acquisition at 8:21 p.m.

Motion carried 6-0-3

Motion by Pascaris, seconded by Gallagher to approve what was discussed in the Closed Session regarding Property Acquisition.

Motion carried 6-0-3

OTHER BUSINESS

None.

BOARD COMMENT

Gallagher shared positive Art on the Grand feedback with the Board. Gallagher also mentioned that she has concerns over the Design Committee's operations due to costly mistakes made in the past and the over budget decisions suggested the DDA keep an eye on this committee moving forward.

Buck let staff know he would like to attend the ZingTrain Workshop in July. Buck also shared comments from City Council regarding the Maxfield Training Center PUD and Townhouse Project emphasizing the importance of the project's intent to attract young professionals to the community. Buck suggested the DDA incorporate this intent into their own vision for downtown moving forward. The DDA Board agreed and Buck, Skrzycki and Knight will work together to draft a letter to the community about the benefits of this project and the importance of attracting the next generation of Farmington residents.

In line with the letter, Craft reiterated that the DDA needs to continue to work on its PR and promote the good ideas and accomplishments that come from the DDA.

ADJOURNMENT

Motion by Buck, seconded by Pascaris to adjourn at 8:36 p.m.

Motion carried 6-0-3.

Respectfully Submitted,

Lydia Macklin-Camel
Staff, Farmington DDA

The next regular meeting will be held at 6:00 p.m. on Wednesday, July 11, 2018, in the conference room at Farmington City Hall.

DRAFT

Historical Commission Regular Meeting

1. Call to Order
 - a. Begin at 7:30 pm
2. Roll Call
 - a. Commissioners Present: Laura Myers, Sharon Bernath, Jane Gundlach, Tyler Leitow, and Daniel Westendorf
3. Approval of Agenda
 - a. Unanimous approval
4. Public Comment
5. Approval of minutes from meeting on April 26th, 2018
 - a. Unanimous approval
7. Financial Report
 - a. No change, seems to be missing dues
8. Warner Mansion Activities
 - a. First porch party of the year was a success
 - b. Collecting rummage for sale during Founders Fest
9. New Business
 - a. Annual report from Warner Mansion director Kim Shay
 - i. Rescheduled
 - b. Nominate officers
 - i. All current officers nominated for re-election
10. Old Business
 - a. Warner Mansion fountain repair – researching options
 - b. Inventory of historic structures in Farmington
 - i. Organizing existing notes and data
 - c. Tax Credit
 - i. Prep to discuss with intent to voice support
11. Correspondence and Communications
12. Good and Welfare
13. Adjournment

Meeting Notes

Report Date: 15 June 2018
Meeting Date: 30 May 2018
Meeting time: 7:00pm
Location: Farmington City Hall
Re: Parking Advisory Committee Meeting
May 2018

Items:

1. Roll Call
 - 1.1. Present: Rachel Gallagher, Kenneth Crutcher, Bill Galvin, David Murphy, Joe Mantey
 - 1.2. Absent: Frank Demers
2. Approval of the Agenda
 - 2.1. Motion to approve by Rachel Gallagher, Support by Bill Galvin
3. Public Comment
 - 3.1. No public in attendance
4. Discuss the proposed amendment of the Downtown Parking Advisory Committee Bylaws to reduce the number of members from seven to five
 - 4.1. Bill Galvin suggest reducing the committee membership from 7 to 5
 - 4.2. Rachel Gallagher agreed small groups are more efficient, public comment is open, and it will be easier to reach a quorum.
 - 4.3. Joe Mantey will present recommendation to city council at the June 18 meeting
 - 4.4. Rachel Gallagher made motion to make recommendation to council, support by Kenneth Crutcher, Motion passed
5. Discuss meeting night for the Parking Advisory Committee
 - 5.1. Agreed no change in meeting day and time

6. Discussion to determine the economic value of a parking space in the downtown.
 - 6.1. DM to get book "High cost of Free Parking" as suggested by Bill Galvin
7. Discussion regarding consistent application of enforcement throughout lots All city owned lots.
 - 7.1. Bill Galvin suggested no need for action
8. Discuss how to develop a template or best practice for public/private partnership
 - 8.1. David Murphy has document used with Chemical Bank
 - 8.2. Bill Galvin suggest we develop common language for new agreements
 - 8.3. Library has a new board and parking data indicates they have a deficiency in parking.
 - 8.4. Bill Galvin suggest we begin dialog with new library board to discuss shared parking.
9. Public Safety Update
 - 9.1. Frank Demers not present
 - 9.2. Waiting for the recourse for repeat parking offenders.
 - 9.3. Joe Mantey suggest count for repeat offenders should restart at the beginning of the calendar year.
 - 9.4. Bill Galvin thanks Public Safety for collecting the data
 - 9.5. Joe Mantey ask if data can be collected for the Grove St parking area
10. Committee Comments
 - 10.1. No comments from committee
11. Adjournment

END OF MEETING NOTES

These notes constitute the writer understanding of the meeting. If there are any errors please notify the writer within 10 days of receipt of these notes.

cc: All present
File

SPECIAL
FARMINGTON PLANNING COMMISSION PROCEEDINGS
City Council Chambers, 23600 Liberty Street
Farmington, Michigan
June 25, 2018

Chairperson Crutcher called the Meeting to order at 7:00 p.m. at City Council Chambers, 23600 Liberty Street, Farmington, Michigan, on Monday, June 25, 2018.

ROLL CALL

Present: Chiara, Crutcher, Gronbach, Perrot, Waun
Absent: Kmetzo, Majoros

A quorum of the Commission was present.

OTHER OFFICIALS PRESENT: Director Christiansen, Recording Secretary Murphy

APPROVAL OF AGENDA

MOTION by Gronbach, seconded by Perrot, to approve the Agenda.
Motion carried, all ayes.

FINAL SITE PLAN REVIEW – PUD PLANNED UNIT DEVELOPMENT: LIBERTY HILLS, 32795 TEN MILE ROAD

Chairperson Crutcher introduced this agenda item and turned it over to staff.

Christiansen thanked Commissioners for attending the special meeting of the Planning Commission, that it can be requested by anyone and the Petitioner requested it. Appreciate you being able to attend.

Christiansen stated this item is a final site plan and review, Planned Unit Development, Liberty Hill, 32795 Ten Mile Road. He stated the Commission has been involved with this project for quite a period of time and should be pretty familiar with the project, the site, the developer as well as some of the attendees at the meeting, the City's consultants and some neighbors interested in the project that live in the area where this redevelopment project is proposed.

He indicated this is a final site plan review for the redevelopment of the Old 47th District Courthouse property. At the November 13, 2017 Planning Commission Meeting, the Commission held a pre-application conference, a discussion and review with the Applicant on a proposed PUD concept plan for the redevelopment of the Old Courthouse site and scheduled the required Public Hearing for the January 8, 2018 Planning Commission Meeting and recommended an approval of the preliminary conceptual PUD plan to the City Council. At their March 19, 2018 meeting the City Council approved the preliminary conceptual PUD plan and also the draft PUD agreement from Liberty Hill.

The final step in the PUD process then is what is being requested and presented this evening. The Applicant, Boji Development, Inc., Ten Mile Development Group, LLC, has submitted a final PUD site plan for the redevelopment of the Courthouse property and the final site plan includes a conceptual plan, an existing conditions survey of this site, a final site plan, a landscape plan, proposed floor plans and proposed building elevations. Also attached is an aerial photo of the site.

Additional information also attached is a final PUD site plan and a planning review letter from OHM dated 6-21-18, a final site plan engineering review letter from OHM dated 6-21-18 and colored renderings of the proposed floor plan, building elevations and landscape plans submitted by the Applicant.

The Applicant is here this evening, as they've requested this special meeting to present the final PUD site plan to the Commission.

Christiansen put the aerial photo on the screen and pointed out the various landmarks included in that photo.

He stated this is a City owned property and that the City has a purchase agreement with developer subject to final site plan approval here for the final step.

Chairperson Crutcher called the Applicant, Joe Boji, to the podium.

Joe Boji, of Boji Development, Ten Mile Road Development, LLC, came to the podium. He stated that the final site plan was on the screen for the Commissioners to view of the Liberty Hill development, a fourteen unit, single-family home, both colonial and ranch style, single level homes. He stated that the Commissioners should be familiar with it and opened the floor for questions or concerns from the Commissioners.

Christiansen stated that the OHM consultants who conducted reviews of this development were present and would address the Commission with their opinions.

Boji stated that the existing topo was on the screen with the lots depicted, that they have changed from a condo with all common areas to site condos with individual lots, that's the main difference from the preliminary and that the homeowners will maintain and take care of their own property.

Christiansen asked the Commissioners if they knew what the difference was between the original proposal and their final plan was that it was changed from a true condominium to a common development with common elements except for the buildings, the units themselves was going to be common and have some level of share. And the developer

has gone back to a more typical site condominium approach, where the development will have a master deed, there will be bylaws, there will be an association, there will be some limited common elements but the lots and the units will be owner occupied. It's exactly like Riverwalk of Farmington/Flanders, same structure.

Boji went over the final site plan depicted on the screen. He stated the consultants wanted them to specify what the open space will be used for. So, there is no specific plan but it will probably just be landscaped and sod, except for a seating area that he pointed out on the screen.

He indicated on the first page of the landscape plan shows the overall site with the right of way and the concept for the entry sign which will be located next to Lot One. There will be street trees and a lot of nice landscaping.

Christiansen asked through the Chair that with the landscape plan you can see some other elements on this plan aside from fourteen lots, the fourteen building footprints, you can see the property boundaries, you can see the open space area which is intended to be hydroseeded, you can see the landscaping and street trees and then there is landscaping on the perimeter of the site on the north side of the site, which is the entrance side along Ten Mile, both adjacent to the lots, across the green space, and there are street tree plantings as well and then you have landscaping along the east side of the site which is adjacent to the east side of Unit 10, and also you'll note that the intent, if you look back at the aerial photo, the horseshoe drive that exists, there's an easement document put together with an exhibit that they are working with Farmington Public Schools and the developer on, that will abandon that horseshoe. Also, to the access drive to the rear parking lot between this property and the school property to be abandoned, but you'll note that the School Building, the Ten Mile School, Maxfield Education Center is still there. So some of this landscaping is intended to offset that as well. That entry drive will not continue to be used as an entry drive, what will be there in the future is just a need to intermittently access the generator on that side that is there for emergency purposes by the schools and fuel it once in a while, like once a year.

The other elements here, you see the entry sign on the west side, and the other thing shown on here it's kind of a stone based entry sign, a monument sign.

Boji replied it is stone based, stone limestone slab, with probably stand off metal letters.

Christiansen asked if there would be floodlight illumination and Boji responded yes.

Christiansen went on to state that the area that is heavily contoured is the area of storm water management and the consultants will talk about that, and that there is also depicted

other utility lines, water that comes into site and certainly one very, very important item is the sanitary. The sanitary to this site is being connected to the west and there are single family properties to the west and there are residents here that will be part of this redevelopment for a long time, the various iterations of proposals. There is actually an easement across one of the properties, it's the second property to the south off of Ten Mile on Elizabeth Court, it's the HOL property and they are actually here this evening and we've had a lot of engagement with them over time.

Crutcher inquired about the planting details and Boji responded that the picture on the screen was an aerial with the conceptual site plan overlaid on it and pointed out the generator we were talking about and the access drive. Boji went on to state that the next picture shows the potential overall site if the other property becomes available.

Crutcher asked if that was a different orientation and the Petitioner responded yes, that this is north.

Christiansen stated the reason that depiction is in there, it's not part of the PUD agreement, it's here for informational purposes only.

Boji went on to point out the floor plan and elevations of the proposed homes, stating there should be five and stated that the pictures on the screen depict homes that they have in the same style in the past. Boji invited the Commissioners to pose questions to him.

Chiara asked if someone purchases one of the buildings, will they be buying the land as well and the Petitioner responded in the affirmative.

Chiara then asked what the difference is between a condo and a house and Boji responded it is just the way they subdivide the land, so you can plat for condominiums and there are different types of condominiums and this will be site condominiums, where you own your site, your lot, as well as your dwelling.

Christiansen stated through the Chair to the Commission, that most of the properties in the City of Farmington were platted at one time or another under the State Plat Act, the Land Division Control Act. Over time other tools evolved to allow for a more expeditious process to split properties, divide properties, to create subdivisions. So instead of the traditional plat which had to go through municipality and county and to the state, and had reviews and had to be recorded and stamped and it was a process which is still available. There were other means by which developers were able to come online, one of them is through the State Condominium Act, and it allowed a quicker way to create subdivisions,

that instead of creating a subdivision, they were coming in under the auspices of creating a master binding document, a master deed and the bylaws, having an association. So for Farmington, most of our platted property, the last subdivision in the City was Chatham Hills and then subsequent to that, and that's a plat, subsequent to that is Riverwalk of Farmington, that's a site condo but you don't really notice the difference, it's different procedurally and in process and the legal tools.

Chiara asked is it just terminology and Christiansen responded that yes, it's terminology but it's also an expediting process in taking out some parts that used to be traditional and typical and putting in requirements, so that's the difference basically, nuts and bolts.

Chiara then asked if the maintenance of the open areas is part of the association and Boji responded that the association will take care of that but that each homeowner will take care of their own lot.

Gronbach asked if Boji as the developer is going to do the individual landscaping at each house when its built or is the homeowner going to be responsible for that.

Boji responded the homeowner will be responsible for that.

Gronbach asked the Administration that if the landscaping that has been proposed and provided, does that meet all of the City requirements.

Christiansen responded in the affirmative but stated he would allow OHM to address that issue.

Commissioner Waun inquired regarding the master deed, will there be a timeframe noted for landscaping installation and then indicated she had a question about fencing.

Boji responded he would defer to the City ordinances on that question.

Christiansen responded that fence requirements have to follow the rules, with permits required, certain locations, certain height, and that's a permit applied for and obtained through the Economic Community Development Department through the Building Division.

As far as installation of landscaping, Christiansen responded there are requirements here in the City for finishing a unit and there's bonds and other monies that are put up to ensure that is done, so there is a timeline for that to be done in accordance with the construction sequence and in order to get a full C of O.

Christiansen stated that again, they don't have specific per lot requirements unless it's put on by a unit to unit basis and that's not what is part of what this project is proposing. Common landscape but not on a per unit.

Waun stated she typically sees these things in the Master Deed, and Christiansen responded that the Master Deed will spell those out and that's an instrument that will be put together by the City Attorney and the attorney for the developer and will end up being part of the final PUD agreement.

Perrot asked the Administration if the Planning Commission approves this tonight, what is the next step in getting closer to an actual start date?

Christiansen responded that PUD projects have four steps, we're at the last step, the final site plan, review and approval rests with the Planning Commission and that subsequent to this, then the finished item is whatever has to be addressed from the consultant's standpoint, and then the PUD agreement which is an instrument of Council. He stated they've already given their approval to the draft, it has to be finalized, and once it's finalized which would include any direction or any approval or condition of the Planning Commission.

Christiansen stated that the attorney indicated that any action by the Planning Commission tonight should include that it is subject to the final PUD agreement to be approved by the City Council.

But after that it's onto construction engineering planning and so the final PUD site plan, City Council PUD Agreement, there's a purchase that has to be consummated, the purchase agreement that the developer has with the City has to be finalized, there are three items that have to be dealt with with Farmington Public Schools, three easements, one of them for the horseshoe drive and the access, there's another one for allowing the access to the site for the generator, and a small encroachment on the corner of Lot 9, the southeast corner down there, there's a little radius encroachment so that traffic can circulate and still get around for Farmington Public Schools, right now it's a two-way, it's going to end up a one-way. So those three items have to be approved by Farmington Public Schools at their next available meeting.

Subsequent to that the Petitioner, developer/investors are in a position to go ahead, once they own the property to apply for demolition permits for the building and for the out building. We anticipate that being sometime shortly and subsequent to that they have construction engineering plans which have to be reviewed and approved, permits have to be applied for and secured for all the infrastructure and the site development, and all of that being done coordinated with the City's engineering consultants, once that is all in

place, permits have been issued and everything is in place, financial guarantees have to be put up, both performance and maintenance and guarantee monies have to be identified, those amounts and those put up, once all of that is done a preapplication conference letter is put together with all of the information in it and a meeting is scheduled and when we have a pre-application meeting and we're all on the same page, then we can put a shovel in the ground.

Doc Holschink inquired of Christiansen if he could make a guess as to when that will happen, and Christiansen responded that in all of his working with the developers and investors that he would like to see that it's likely to hopefully see this project move forward with all the various steps with new ownership and permits and with pre-con and a date, demolition, sometime this fall towards the end of the year for site development next year. He stated that hopefully that's the timeline, if all is in place.

Crutcher thanked Christiansen for his comments and called consultant OHM to the podium.

Chairperson Crutcher called consultant OHM to the podium.

Matt Parks, from OHM, introduced his team, Jessica Howard and Heather Bowden, to the Commission.

He stated that the Commissioners should have in their packets a copy of the June 21st letter, stating that the letter is zeroing in on the comments that were provided in their conceptual review letter which was in January. He stated with this site in general, they looked at it as a whole, as Boji presented with what could be but they also wanted to make sure from a planning standpoint the site functioned as a standalone. He stated that was the key thing they looked at in their first review and the subsequent one just zeroed in on how the Applicant addressed the comments from the first review. He indicated that even though they're at the last step, there's still a lot of work to be done on the PUD agreement, a lot of the nuts and bolts and details of the things are identified in that agreement and in the master deed and bylaws, some of which are referenced in their letter and some of which were received late last week and they were able to look at that and some of their comments have been addressed since that time.

In general, the first comment was there was a labeling issue and how they were labeled in the conceptual review and that the Applicant has fully defined what their intention is and got it squared away at fourteen dwelling units. The site condo issue was covered quite well. He stated that Mr. Boji hit on this item in his general presentation about the open space, what it is going to be used for, who maintains it, how it looks, how it's used. how it's accessed is something that can be outlined more in detail in the agreement, and

in this situation we made the comment on the intent about just how this site is accessed, so Mr. Boji mentioned that this area down here is for drainage and outlets, they do do detention on site but their main concern is making sure there's enough space through the landscaping to get in there and do routine landscaping.

And then the connection between the seating area and the open space, they were looking for a little bit more detail in seeing if the Applicant wanted to put in a walking path or some kind of connection. If it's only intended for Lots 10-14, that really has an open space area, that's fine but there will be a probability that the other nine units will want to access that. And with the three sets of trees they put in behind Lots 13 and 12, they do a good job of screening those backyards from other backyards but it may inhibit or may not be so obvious how to access that.

Parks stated those are little detail items that could be addressed fairly well administratively which is typical stuff that the engineering reviews will cover, and bonds and maintenance and things like that are covered but a lot of those details need to be ironed out but the Applicant has provided them with a PUD agreement that they have looked at and everything looks good.

He went on to state the Applicant has addressed the pedestrian connection comments, they've done a good job of bringing sidewalks to the site, they've done a good job with the turnaround on the subdivision so you're able to get in, it's not just a dead end, you have an ability to turn around. Sidewalks dead end there so their letter comments that they want to carry that sidewalk through, get rid of the turnaround when the site develops, so he feels the Applicant has done a good job of addressing that.

He stated their letter did address dwelling unit details and landscape and design details and the Applicant did provide the landscape details and that they actually did receive the renderings and the details on the units. So they were looked at after their letter was issued. He indicated those details need to be ironed out in the agreement.

The overall concept plan was submitted with that and the letter states that they recommend that it is as submitted and that they are okay with that.

He indicated what it really boils down to is the final site plan and review comments and the next step, it really boils down to some of the nitty gritty details that are typically handled administratively but in general he thinks this site is in pretty good order, that the Applicant has definitely added a tremendous amount of detail to this set of plans compared to the initial set that was reviewed in late December. He opened the floor to any planning related questions.

Jessica Howard, from OHM, came to the podium to address comments from an engineering standpoint. She stated one of the main items that they had is that Ten Mile Road is actually under the jurisdiction of the City of Farmington Hills, so she knows Mr. Boji's team has reached out to the Farmington Hills Road Commission to look at their plan and they are in the process of that and as long as they agree with the location of the drive approach, that was their biggest concern with this final PUD site plan.

Another comment was directed towards telling them whether or not they were proposing the road to be public or private. The plans do show that they are proposing it to be public, and this will need to be addressed during the PUD agreement.

The next concern that they have is the proposed 8-inch sanitary sewer that connects between proposed Lots 2 and 3, that they recommend a slightly wider easement than what is shown on the plans but it looks that they can use the building envelope that you see north and south of that to get a wider easement, that they are recommending a 25-foot wide easement and this is before it goes to the adjacent subdivision on the west, whether there's an existing easement there, that's already been worked out and proposed on Lots 2 and 3.

Another comment they had for the T turnaround if the future concept plan does go and they want to know if the connection with the sidewalk is to be removed, the restoration that is between lots 10 and 9, just note that for future development. And the last comment they had for the final PUD site plan, is that the existing ditch which is part of the drainage plan of this property, has access, the proposed plan looks like it might prohibit access to that and they want to make sure that it maintains positive drainage and it doesn't back-up and we do know that the developer may provide extra storage in their storm sewer pipe so it doesn't back up, but the impact to the flow shouldn't be too substantial but they want to make sure that it's properly maintained. So the rest of the comments are directed towards the Applicant and as far as to help them get a good start before the next review.

Crutcher opened floor for questions from Commissioners. There were none heard.

Christiansen stated that there is not public comment unless it's at a public hearing but it is at his discretion to allow public comment time after this item if he deems it is necessary.

Buzz Holschink, who lives adjacent to the sewage area Unit 2, stated that he is concerned with the proposed sanitary sewer and Howard responded that in between the two proposed lots they are asking to expand does not include his.

Holschink asked if there are any proposed changes concerning his easement and Howard responded no.

Holschink stated he still has concerns and is there anything that's going to protect his property as far as services to his property and Parks responded that in the PUD agreement there are provisions in there that make sure that if something should occur, they will be fully restored.

Holschink then asked how deep the excavation is and Parks responded it is 22 to 23 feet deep.

He then asked if the huge tree on the border would be removed and the Applicant responded probably not and Parks responded that you can install these things, trenchless and borings, but what we know about utilities if you have the need to go down there, the way the ground slopes and the grading works quite well.

Holschink stated he got excited when he heard they are widening the easement and Parks responded that at that depth you can tunnel under and looking at this property you can recall that the City improved the Twin Valley Pump Station at the bottom of the hill at Shiawassee and Farmington Road and prepared that for the annual added capacity of this property as well as the potential redevelopment of the school property in the future.

MOTION by Waun, supported by Crutcher, to approve the final site plan for the PUD Planned Unit Development for Liberty Hill, located at 32795 West Ten Mile Road, as submitted with the provision that the final site plan be in compliance with the specifications and the recommendations of the OHM Advisors letters dated June 21, 2018, with changes as recommended within the June 21, 2018 letters from OHM and that the approval be contingent upon final review with the School Board for the easement agreements and subject to the terms and conditions of the PUD and the City and the developer, Ten Mile Developer, LLC.

Motion carried, all ayes.

PUBLIC COMMENT

None heard

PLANNING COMMISSION COMMENTS

Christiansen thanked everyone involved in the 47th District Court Property and stated at the July 9, 2018 meeting there will be an update on the Maxfield Training Center property for the revised conceptual plan.

ADJOURNMENT

MOTION by Perrot, supported by Waun, to adjourn the meeting.
Motion carried, all ayes.

The meeting was adjourned at 7:54 p.m.

Respectfully submitted,

Secretary

BOARD OF ZONING APPEALS MINUTES

A regular meeting of the Farmington Board of Zoning Appeals was held on Wednesday, June 6, 2018 in Council Chambers, 23600 Liberty, Farmington, Michigan. Notice of the meeting was posted in compliance with Public Act 1976.

Chairperson Bertin called the meeting to order at 7:04 p.m.

ROLL CALL

PRESENT: Aren, Bertin, Crutcher, Perrot, Schiffman

ABSENT: Craft

A quorum of Commissioners were present.

CITY OFFICIALS PRESENT: Director Koncsol, Recording Secretary Murphy

APPROVAL OF AGENDA

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

MINUTES OF PREVIOUS MEETING OF MAY 2, 2018

MOTION by Crutcher, supported by Aren, to approve the minutes of May 2, 2018.
Motion carried, all ayes.

ELECTION OF OFFICERS

Director Koncsol suggested that due to the fact that there have not been many Zoning Board of Appeals meetings in the last year that the current Board maintain their positions for the upcoming year.

MOTION by Crutcher, supported by Schiffman, to retain the current Board members for the upcoming year.
Motion carried, all ayes.

MINUTES OF PREVIOUS PLANNING COMMISSION MEETINGS

The minutes of Previous Planning Commission Meeting of April 9, 2018 were received and placed on file for the information of the Commission.

APPEAL OF: **Applicant Terry Maxwell, Owner/Applicant**
 22745 Violet Street
 Farmington, MI 48336

1. Request for variance to Sec. 35-43(l) [1], Accessory Buildings and Structures – for an addition to the existing detached garage/enclosed porch that would exceed the one-half (1/2) occupiable square footage of the home.

BOARD OF ZONING APPEALS MINUTES -2-

Chairperson Bertin introduced this agenda item and asked the Petitioner to come to the podium.

Terry Maxwell, 22745 Violet Street, Farmington, 48336, came to the podium.

Chairperson Bertin then called on Building Inspector Koncsol to address the issue before them.

Building Inspector Koncsol stated that for clarification the matter before them is that Mr. Maxwell is looking to take his existing garage, with an attached porch structure, to add square footage to that structure and in doing so the Ordinance as currently set up allows for detached structures that are covered that they can be up to half of the occupiable square footage of the home so as to be somewhat subordinate in size. As a matter of past history for the Board's clarification and taking into account his time going back thirty years, the Ordinance allowed for detached garages to be up to a 750 square foot maximum, period, no coordination to the size of the house in any way, shape or form. So you could have a 1,000 square foot house with a 750 square foot garage back in the days. And since then, probably in the last six to eight years with Ordinance updates and such the Planning Commission in conjunction with the consultants in looking at zoning qualifications, decided it was appropriate to somewhat keep accessory buildings proportional to a degree to the size of the home so as not to overpower the home itself. So, the Ordinance evolved as we have it today, that it cannot exceed one-half (1/2) of the living space of the home. So, a 1,000 square foot house would equate to a 500 square foot garage to correlate with that proportion. He called on the Petitioner to explain his request.

Maxwell stated that the plans as submitted shows the porch as being enclosed and he stated that is not the case, the porch is not enclosed. He stated originally when he bought the house it was an enclosed porch and garage. He stated if he understands it correctly, if it's an open porch the footage would not go against the calculations.

Koncsol inquired when he said open, did he mean open on the sides or open as a roof.

Maxwell replied completely open with a roof over it.

Koncsol then stated it's the roof structure that creates the lot coverage, whether there are sides to it or not, it's the footprint that these make that have a roof structure on them. If it was an open patio or a deck with no roof, then that would not fit into the equation.

Maxwell stated that the reason he wants to add this footage is that right now the way it's set up he would be able to go out three feet and that would be within the Code but he is hoping to go out to 12 feet total, and it's for his business, construction wise, a place to store stuff so he's not paying for storage.

He indicated both houses on each side of his are the exact same square footage as his house and both those garages are obviously grandfathered in but they are way larger than what he is looking to do and he is on an alley so it's not like there are houses behind him that are going to be looking at this structure.

BOARD OF ZONING APPEALS MINUTES -3-

Bertin asked the Petitioner what he meant when he said it was for business purposes and the Petitioner responded that he does construction work and that his garage is full and he needs space and he can't leave stuff in the yard.

Bertin asked if he is operating a business out of his home and the Petitioner responded in the negative.

Crutcher asked what kind of things he needs storage for and the Petitioner responded that he does remodeling of kitchens and bathrooms and he has everything from ladders to saws and so on that are eating up space. So he is asking for this variance to allow him to alleviate the need to pay for storage and he wants to make the garage look the same way it is, just to extend it back with a door leading out to the side lot so it will look like the original, nothing new, and that it would save him money down the road and avoid the extra expenditure of time in going to and from the storage area to load up the supplies needed.

Aren inquired about the neighboring properties and whether he was considering having the access lead back towards the alley and whether he is considering that down the road.

The Petitioner responded that no, when they did the subdivision they split up the lots so if you look at the road originally there are curbs cut out where there's not driveways. He stated his entrance door is on the opposite side of his driveway so that he is one of the three houses that actually has a driveway leading to the garage. He stated he does not want to go out to the alley from the garage, by no means, he wants to leave that enclosed.

Perrot stated there is an existing gate to the alley currently and the Petitioner responded yes, there is a gate there that he can open but there are no plans to pave the driveway and that he is planning on putting in a steel entry door to get in and out of it.

Schiffman asked if the patio that is there now, did he think about enclosing that and creating more storage and not needing the variance.

The Petitioner responded that it would give them a little space but that they use the patio so he would rather not if he didn't have to. He went on to say as far as opening up to the alley, he wouldn't want anybody to have access from there, you don't want people to come in from there.

Perrott asked if there was any feedback from the neighbors knowing that the City had sent out letters to property owners and the Petitioner responded that Carl Szazek (ph), he kiddingly gave him a hard time, but that the neighbors were fine with it.

Koncsol asked Chairman Bertin to read the letters they had received into the record.

Bertin stated the following letters were received:

Laurie Scott Willis, 22710 Violet – approval, I have no problem with this variance request.

BOARD OF ZONING APPEALS MINUTES -4-

Jan Janowiak, 22774 Violet, approval.

Rowena Merrill, 22728 Violet, approval.

Bertin stated there were no negative comments or letters from anyone.

Crutcher inquired about the tools he uses for his work, does he load them up in the morning, go to work, and then come back and unload the truck. The Petitioner responded yes, he can back up the truck to the garage from the front side. He said it is easier to do that than to go up the stairs at the storage facility he is currently using.

Crutcher asked what kind of tools would he be loading and unloading and the Petitioner stated small stuff, tile saws, odds and ends, stuff for drywall, plumbing.

Crutcher then asked where would he be loading from and the Petitioner replied from the driveway to the front of the house. He stated right now he is coming out of the front of the garage with the stuff and would be walking down the side of the garage.

Crutcher indicated on the drawing there is something on the side of the garage and the Petitioner replied that is the door to get in and out of the garage on the side. He stated that the covered porch helps when it's a rainy day because it will provide coverage for him as he walks from the garage to his truck and also provides coverage for things as he is pulling them from the garage.

Crutcher asked if he would be able to get into the garage from the porch and the Petitioner responded that yes, that's where the entrance is, on that side of the building. Crutcher stated the floor plan doesn't show that, it shows a 7 x 12 foot door. The Petitioner stated he is not going with the bigger door and that there is a rodent problem in the alley and if he installs a steel door, that would help with the rodent problem.

Crutcher asked if he would be keeping personal things in the garage along with his tools and equipment and the Petitioner responded that there will probably be bikes and odds and ends from the house in there as well.

Crutcher stated that there are two car garages that are running about the same size on adjacent properties so that the Petitioner's variance request would not be out of character for the neighborhood. The Petitioner replied that the one on the south side of his home is considerably larger.

Chairperson Bertin opened the floor for questions from the audience.

Annette Leroux, Trustee for the Mary Leroux Trust which owns 22748 Orchard Lake Road which is directly behind Mr. Maxwell's home. She stated she has no problem with the variance from the description that was provided this evening as long as access to a garage door can never be added in the future as the alley is only one lane wide and currently they have had issues as well as in the past with everyone coming through, all the business properties. The alley is older and does not support extra traffic, it's a residential area and that's commercial use. She stated as long as there is no ability to bring vehicles through the alley, she has no problem with the variance.

Koncsol stated that Ms. Leroux's property is immediately north of School of Rock at Astor and Orchard Lake, across from Wendy's, the next industrial building is hers and

BOARD OF ZONING APPEALS MINUTES -5-

there is access as she has indicated and that he had had prior conversations over the years on that exact issue of traffic making some type of movement through their property to the alley in one way or the other. He stated it is appropriate for the Board to put some stipulations in their granting of the variance that access to the rear and to the alley would be prohibited.

Ms. Leroux stated they actually had to replace the driveway a few years back and that so many people cut through that one year they had to add ten yards of gravel to the grass area because the trucks and cars had dug it up so bad.

Koncsol stated that some of the traffic was from the party store, that people used her property to get in and out of the party store lot.

Crutcher inquired of Koncsol if this variance were granted, if some future owner or someone down the road wanted to put a garage door for access to the alley, would it come back before the Zoning Board with that request. Koncsol stated he doesn't know if the door itself creates the issue but rather the vehicular movement.

The Petitioner stated it's not easy to get out of the alley, that he has seen people take out his neighbor's fence as well as a telephone pole. He then stated as far as his drawing goes, he would be more than willing to go with a 44-inch steel entrance door and further discussion was held.

Aren stated that was one of her main concerns, and she started thinking about her first home which was a two-bedroom, 800 square feet, with a one and a half car garage and there was not a lot of storage space and that's why she moved to Farmington and that she doesn't want to lose neighbors due to that same problem so she would be favorable to the variance with the stipulation included in it.

Koncsol stated if it was in a motion with that stipulation, the document would enforce it after the fact.

MOTION by Aren, seconded by Schiffman, to approve the variance request of Terry Maxwell, 22745 Violet, with the stipulation that the building not have an exit towards the alley on the west side and the door is not to exceed 44 inches in size.
Motion carries, all ayes.

PUBLIC COMMENT

Director Koncsol introduced Jeff Bodell, his replacement as Building Inspector beginning August 1, 2018 and spoke about his background. The Board welcomed him.

Aren brought up the topic that Karen Knight from the DDA had spoken about, instituting a mural ordinance and further discussion was held.

Recording Secretary Murphy thanked Director Koncsol for his service to Farmington and stated that it was a privilege and a pleasure working alongside of him all these years.

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ADJOURNMENT

MOTION by Crutcher, seconded by Schiffman, to adjourn the meeting.
Motion carried, all ayes.

The meeting adjourned at 7:32 p.m.

John D. Koncsol , Building Inspector

Farmington Community Library Board of Trustees
Regular Board Meeting - 7:00 p.m. – Ernest E. Sauter Board Room
32737 West Twelve Mile Road, Farmington Hills, MI 48334
May 10, 2018
Approved June 14, 2018

Board Members Present: Bosler, Brucki, Bush, Huyck, Largent, White
Board Members Absent: None
Staff Members Present: Miller, Serresseque, Siegrist, Streit, Yunker
Staff Members Absent: None
Guest Speaker: Foster Swift Attorney, Lisa Hamameh
Public Comment: Jim Bezy

CALL TO ORDER

The Board Meeting was called to order at 7:00 p.m. by President G. Bosler.

APPROVAL OF AGENDA

President Bosler advised the Board that the Bylaws were not ready for review. Therefore, the Agenda will be amended and the Library attorney will present the Open Meetings Act PowerPoint for the Board.

MOTION by B. Largent to approve the Amended Agenda for May 10, 2018, was supported by J. White.

Vote: Aye: Bosler, Brucki, Bush, Huyck, Largent, White

Opposed: None

Board approved. Motion passed.

PUBLIC COMMENT

Jim Bezy spoke on behalf of his wife, Christine, and himself. As the former Chapter's Café owners, they wanted to state that they did not produce less revenue than past owners, and were in the Library before and after the Library hours to prepare for catering or to clean the café.

PRESENTATION OF OPEN MEETINGS ACT BY LISA HAMAMEH, LIBRARY ATTORNEY

Lisa Hamameh, Library Attorney with Foster Swift, offered a PowerPoint presentation to clarify the Open Meetings Act. A yearly review of the Open Meetings Act is recommended. Director Streit will forward the PowerPoint presentation to the Board.

The Board thanked Lisa Hamameh for her presentation.

APPROVAL OF MINUTES

MOTION by M. Bush to approve the Minutes of the April 12, 2018 Board Meeting was supported by J. White.

B. Largent asked to remove the sentence that “Bosler closed public comment”.

MOTION by B. Largent to amend the April 12, 2018 minutes by striking “Bosler closed public comment” was supported by M. Brucki.

MOTION by J. White to approve the April 12, 2018 minutes as amended was supported by B. Largent.

Vote: Aye: Bosler, Brucki, Bush, Huyck, Largent, White

Opposed: None

Board approved. Motion passed.

OPERATING BILLS

MOTION by J. White to discuss Operating Bills for the month of March was supported by M. Brucki.

MOTION by J. White that the Board of Trustees approve the above expenditures for check number 24752 through check number 24921 totaling \$579,133.13 of expenses incurred in the month of April 2018 was supported by M. Bush.

Vote: Aye: Bosler, Brucki, Bush, Huyck, Largent, White

Opposed: None

Board approved. Motion passed.

FINANCIAL REPORT

MOTION by J. White to receive and file the Monthly Revenue and Expense Report for March 2018, was supported by M. Bush.

Vote: Aye: Bosler, Brucki, Bush, Huyck, Largent, White

Opposed: None

Board approved. Motion passed

Budget Adjustments for Fiscal Year 2017 - 2018

MOTION by B. Largent to discuss the Budget Line Item Adjustments was supported by M. Bush.

The Library’s Accountant explained that the Library has a line by line budget and each line must balance to the budget. Towards the end of each year, adjustments are made based on whether or not funds have been realized as expected.

MOTION by B. Largent to accept the Budget Adjustments for Fiscal Year 2017 – 2018 was supported by P. Huyck.

Vote: Aye: Bosler, Brucki, Bush, Huyck, Largent, White

Opposed: None

Board approved. Motion passed.

Approval of the Budget

MOTION by J. White to approve the Proposed Budget for the Fiscal Year 2018 – 2019 was supported by M. Bush.

Trustee Largent suggested tabling the vote and meet for a Budget Study Workshop before approving the FY Budget for 2018 – 2019. The proposed budget and budget assumptions had been reviewed at the April Board Meeting and approved for presentation at the May Public Hearing, with a vote to follow.

President Bosler agreed with the benefit of a Budget Study Workshop but pointed out that since there was no specific change or increase from past budgets, passing this budget would allow Accounting to close out this fiscal year and begin the new fiscal year.

Trustee Huyck would like to have a better understanding of the budget and its numbers but agrees that it will take some time. Approval of the FY Budget for 2018 – 2019 is reasonable from his perspective and the study workshop will give the Board better understanding and preparation for the next fiscal year budget.

Trustee Largent suggests tabling the vote until he knows how the numbers are put together.

The Board agreed to set up a Budget Discussion Workshop which will give new Board members a greater understanding of how the budget is prepared.

Vote: Aye: Bosler, Brucki, Bush, Huyck, White

Opposed: Largent

Board approved. Motion passed

Lump-Sum Adjustments

As discussed at the April Board meeting, the Director and the Supervisors have discretion to increase employee salary from 0% to 4%, as long as the amount does not exceed the maximum category on the pay schedule. Trustee Brucki reaffirmed that the individual increase was up to the Director and Supervisor for a salary increase, but the lump sum merit is under discussion.

Director Streit referenced a portion from the Employee Handbook which details pay adjustments once staff has reached the maximum for their job classification. Traditionally, any amount over the maximum was paid as a lump sum adjustment. Trustee Largent stated that the Board is waiting for the Personnel Committee to make recommendations as stated in the motion made at the April Board Meeting.

CORRESPONDENCE

Director Streit shared correspondence.

FROM THE DIRECTOR

- The Volunteer Luncheon sponsored by the Friends of the Library honored a twenty-year volunteer.
- The Multicultural Multiracial Community Council will host the Rainbow Recognition Awards on Wednesday, May 16. Dave Bing, former Mayor of Detroit, will be the Keynote Speaker.

-
- The FCL will offer a Human Library on Saturday, May 12. Approximately 13 people may be available to be checked out to tell their specific story.
 - Several staff will attend a TLN Keep Calm – Choose Civility program at the Novi Public Library.
 - The Strategic Plan for 2018 – 2021 has been printed and is available.
 - Graphic Designer, Michael Hnatiuk, has resigned. Interviews for the new Graphic Designer will be held on Tuesday, May 15.
 - Julie Solomon, Outreach Librarian, has retired and Emanuela DeCenso will fill that position.
 - FCL Technology Librarian, Josh Schu, has resigned. His position will be posted.
 - The Friends of the Library GALA will be held on Friday, June 1. The Library will close at 4:00 p.m. on that day to prepare for the event. All Library Board members will receive invitations.
 - Jaclyn Miller, Mary Carleton and Donald Wrench attended a webinar explaining MITN. The Library intends to apply for membership as soon as possible.
 - Clare Membiela, Library of Michigan Legal Consultant, has offered to present a Trustee Workshop. Director Streit will arrange a workshop once a full Board has been appointed.

COMMITTEE REPORTS

Finance Committee

Nothing new to report.

Personnel

Nothing new to report.

UNFINISHED BUSINESS

Building Updates

Security Duress Buttons –

In 2016, the Library Board had recommended increased security for Library staff. Tyco SimplexGrinnell was chosen after reviewing three bids and presentations.

The four phases suggested by Tyco SimplexGrinnell began with locking all staff doors which would unlock with a key fob. The second phase was an increase in security cameras. The third phase is the duress buttons which will be installed by the end of this fiscal year, June 30, 2018, and the final phase will be the installation of alarms in both buildings.

The Administration door will be replaced since it does not work with the current fobbing system.

Vending Unit Bid Proposals –

There were two responses to the current RFP for Vending and the deadline is over.

According to the Library Attorney, there is nothing in the statute that governs this Library that would require the Library to go out for bids, so it is all policy and administrative. It is suggested that the Library adopt a policy for the future.

The Library will publish the extension of bids in the newspaper, webpage as the previous RFP. The two companies who submitted bids will be notified that the Vending Proposal has been extended. The Library has also applied to join MITN and will submit the ad if the paperwork process allows.

MOTION by J. White to reopen the bid request for a short time frame until May 31 was supported by P. Huyck.

Vote: Aye: All

Opposed: None

Board approved. Motion passed

Update on Area Library Expenditure Policies

Director Streit surveyed members of Metro Net Consortium and DSLRT (Detroit Suburban Roundtable) to share their purchasing guidelines and received a wide variety in their responses. This information will be considered when developing the Library Financial Policy.

The Board discussed the procedure for Trustees to request information from staff. Consensus is that when asking for extensive data which includes a report, the request would be brought before the Board for approval and direction. A question with a quick answer could go through the Director or whomever is chosen to act on it.

MOTION by B. Largent that the proper relationship between Board correspondence or communication with staff members be addressed in the Bylaws.

Attorney, Lisa Hamameh, suggested that this could be addressed in an administrative policy for Conducting Meetings. Other policies which should be addressed include a policy on public meetings and public comments.

Director Streit invited the Board to contact her whenever necessary and that she tries to respond as quickly as possible.

Trustee Largent withdrew his motion.

NEW BUSINESS

The Budget Study Workshop was revisited with an attempt to schedule. The only request by the Director is that we avoid the week of the Audit in August.

Trustee Huyck suggests getting the Financial Committee established and operating. Background and detail of the finances may not have to go back ten years.

Consensus of the Board to wait until the Library has a full Board and have a study workshop at that time.

MOTION by B. Largent to staff immediately, five standing committees: Personnel, Finance, Facility, Outreach and Strategic Plan. Board members can volunteer or be appointed to these committees. Motion was supported by P. Huyck

Trustee Huyck volunteered for the Finance Committee along with Trustee Largent.

After discussion the Committees stand as:

Facility: Largent, White
Finance: Huyck, Largent, White
Outreach: Largent, White
Personnel: Largent, White
Strategic Plan: Largent, White

Trustee Largent suggested allowing the committees to organize themselves, select a chair, and then talk with the attorney to put together a temporary framework that can be modified as the committee evolves. A description of each Committee will be created by the individual Committee and must be included in the Library Board Bylaws.

Vote: Aye: Brucki, Huyck, Largent, White
Opposed: Bosler, Bush
Board approved. Motion passed.

MOTION by B. Largent to review 12 months of legal invoices and all communication between the law firms and the Board was supported by M. Brucki.

Vote: Aye: Bosler, Brucki, Bush, Huyck, Largent, White
Opposed: None
Board approved. Motion passed.

Trustee Largent made a request that his communication to the Board and his speech to the City Councils be shared with the staff and Friends to clear misunderstandings.

MOTION by B. Largent that this communication be shared with the staff and the Friends so that they will understand that I am not a vocal critic of the Library, I am a vocal critic of the past Board of the Library. Motion was supported by J. White.

Attorney, Lisa Hamameh, suggests working together on some type of joint statement that would benefit the Board and demonstrate that the Board is working together and functions as a whole.

Trustee Largent withdrew his motion and accepts the offer of Attorney, Lisa Hamameh.

Comments from Trustees are to move forward as a Library Board.

Trustee Huyck states that having an attorney involved has been positive and the fact that it will cost professional fees may serve the Board well. The Board is anxious to move on.

ADJOURNMENT

MOTION by M. Brucki to adjourn the Board Meeting was supported by B. Largent.

Vote: Aye: Bosler, Bush, Brucki, Huyck, Largent, White
Opposed: None
Board approved. Motion passed.

The Board meeting was adjourned at 9:25 p.m. by President G. Bosler. The next meeting of the Library Board is scheduled for Thursday, June 14, at 7:00 p.m. in the Ernest E. Sauter Board Room.

Respectfully Submitted,

M. Bush, Secretary
Library Board of Trustees
MB:dls

MEETING MINUTES
FARMINGTON AREA ARTS COMMISSION
DATE: MAY 10, 2018 – 6:30 PM
COSTICK CENTER – CONFERENCE ROOM
28600 W. ELEVEN MILE ROAD
FARMINGTON HILLS MI 48336

CALLED TO ORDER BY: Carleton AT: 6:33 pm

MEMBERS PRESENT: Blau, Carleton, Deason, Gradin, Hayes, Jones, Pike, Warner

MEMBERS ABSENT: Hadfield, Joshi, McDermott,

OTHERS PRESENT: Rachel Timlin, Cultural Arts Supervisor/Staff Liaison; Randy Bruce, FH City Council Liaison.

OTHERS: Kelli Carpenter-Crawford, Farmington Community Arts Council, Lesa Ferencz, Jeff Taylor, Lindsay Hawkins

APPROVAL OF AGENDA:

Motion by Carleton, support by Hayes, to approve the agenda as amended. Amendments: add Parks & Rec Millage Update.

Carried: Unanimously

APPROVAL OF MINUTES from: March 8, 2018

Motion by Carleton, support by Gradin, to approve minutes as submitted.

Carried: Unanimously

PUBLIC COMMENTS

Many guests in attendance – intros.

FCAC (Arts Council) May 15 meeting has been moved to FH City Hill. Everyone invited to stay for Iggy Sumnik Artist Talk at 7:00 pm. Individual Membership for FCAC is \$25 a year. Arts Commission and Arts Council will start working together to coordinate informal Art Meetups this summer.

Commissioner Jones introduced Young Playwrights.

ART COUNCIL REPORT

Liaison to the FCAC discussed. FCAC discussed prep for Festival of the Arts at March meeting.

CULTURAL ARTS DIVISION REPORT

- Young Playwrights: Video Division helping Cultural Arts produce a video to air at the conclusion of the program. Will include interviews with playwrights, auditions and the production.
- Art on the Grand – looking for volunteers, asked Commissioners to consider helping on Friday, June 1, for set up.
- John Martin, Artist in Residence, exhibit open in City Gallery/Costick. He will also have a booth at AOG.
- Iggy Sumnik, May 15, 6:30 pm, Artist Talk at FH City Hall.
- Chaula Thacker/CIDY Concert at Players Barn almost sold out. Cultural Arts Division looking for volunteers.
- Stars in the Park concerts start June 14
- CARTS Assistant position now a Programmer, still part time.
- Beauty and the Beast performances – 5 out of 6 sold out shows.
- Festival of the Arts: great feedback from 4th grade teachers. Considering changing the High School Art Awards competition. Commissioners were asked to provide feedback to Cultural Arts Division.
- Sean Blackman, Art of the Matter panelist, will be teaching a World Rhythm's Music Camp for the Cultural Arts Division this summer.

Cultural Arts Division Report CON'T

- Arts Advocacy Day: Cultural Arts Division staff, Commissioner Carleton and Arts Council Chair Carpenter-Crawford attended.
- Harrison update: City is purchasing. Discussion about potential programs.

PARKS AND REC MILLAGE UPDATE

Commissioner Carleton has volunteered to sit on the “Say Yes to Parks” Committee. Renewal on the ballot August 7. Carleton reported that Commissioners **SHOULD** advocate for the millage. **Commissioners are allowed to ask residents to “Vote Yes.”** Printed materials will be available soon for distribution.

COMMISSIONERS’ COMMENTS

- Hayes: Three sculptures by David Barr will be installed in Riley Park, downtown Farmington. Mural is coming; artist selected – hoping mural will be complete by end of summer. Hayes asked about map of public art in Farmington/Farmington Hills. Discussion about bringing this project back.
- Warner: discussion about pop-up exhibit at Ladies Night, Downtown Farmington
- Pike: Art of the Matter, excellent event again this year. Improvement suggestions welcome.
- Commissioner Carleton summarized Art Advocacy Day.

NEXT MEETING DATE:

June 14, 2018

ADJOURNMENT

Ajourned by: Carleton

Time: 7:55 pm

Minutes drafted by: Pike

MEETING MINUTES
CITY OF FARMINGTON HILLS COMMISSION ON CHILDREN YOUTH & FAMILIES
MAY 3, 2018-6PM
FARMINGTON HILLS CITY HALL, COMMUNITY ROOM

CALLED TO ORDER BY: Chair, Kathy Ashcraft at 6:00 pm.

MEMBERS PRESENT: Kathy Ashcraft, Ed Cherkinsky, Anwar Mahmood, Joan McGlincy, Bette Rose, Mitch Seelye and Sharon Snodgrass and Brian Spitsbergen.

MEMBERS ABSENT: Diane Hague

OTHERS PRESENT: Farmington and Farmington Hills Council, City, or Staff Liaison members and Alternate and Associates members: Todd Lipa, Jim Nash, Chuck Nebus Laurie Scott and Commission on Aging members: Mary Buchan and Nancy Cook. PTA Council Member: Kelli Carpenter-Crawford.

APPROVAL OF AGENDA:

MOTION by Rose, support by Seelye to approve the Agenda of May 3, Motion approved.

APPROVAL OF MINUTES –April 5 , 2018:

MOTION by Seelye, support by Rose to approve the minutes of April 5, 2018. Motion carried unanimously.

INTRODUCTIONS AND ANNOUNCEMENTS: Everyone at the Meeting introduced themselves.

YOUTH DIVISION UPDATE: Todd Lipa: Reported on the Screenagers showing son the addictive qualities of the use of screens. It is currently being shown at area high schools. There will be half days of school at FPS on 5/18 and 5/25. The Summer Program opens on 6/25 and will include 5th graders. The Youth Program is being introduced to Kindergarteners.

ISSUES COMMITTEE UPDATE: The Commission on Aging guests Mary Bochan and Nancy Cook initiated a discussion about a joint program involving the two Commissions. The Commission on Aging has two possible participants who are professional caregivers Jane Frost and Kathy Marshall. A discussion followed with the topics of EG, mobility and behavior issues of the challenged. Various formats were also discussed including a panel discussion. Todd suggested two possible participants: Cheryl Stumbaugh, a physically challenged and learning disabled resident who earned a MSW from U of M. and Lisa Murrell, Director of Community Living Centers who serves 60% of their clients over 80 years old. There was a discussion around melding the mission and the focus of the two Commissions. There is a tentative date set for March or April 2019.

CALL TO ACTION UPDATE: Mitch Seelye: The Call to Action Annual Breakfast is scheduled for October 5.

VOLUNTEER RECOGNITION: Todd Lipa: The nominations were announced and they include: The George Romney Award Winner: Alan Maxey. The Nancy Bates Distinguished Public Servant Award Winner: Bill Hartsock. Family Award Winner: Nancy and Richard Cook. Organization: Farmington/Farmington Hills Educational Foundation. Business: Keller Williams. Youth: Thomas Lichtenberg. Business Certificate: Korner Barber Shop and Alexander True Hardware. Adult Certificates: Alyson Gay, Gail Haynes, Pat Bradley, Margaret Kober, Monisha Soundarajan and Janice Mitchell. The Awards Ceremony will be held on Monday, May 14 at 7:30 pm. In front of City Council in Farmington Hills City Hall. There will be a reception with food and refreshments beginning at 6:30 pm. CYF members were assigned to contact nominees and the details were finalized.

MOTION TO APPROVE AWARD NOMINEES:

Motion by Seelye, supported by Rose to approve the Motion, Motion approved.

SPOTLIGHT SHOW UPDATE: Sharon Snodgrass: There are no new shows scheduled this month.

NEW BUSINESS AND ANNOUNCEMENTS:

Chuck Nebus, Farmington Hills Police Chief: “ALICE” Training has been implemented for Neighborhood Watch, school personnel and the Interfaith Council. The Hope not Handcuffs program is being integrated in the Farmington Hills Police Department. When an addicted person comes to the police station reaching out for assistance, an “Angel” Volunteer is called who locates a treatment center. It is modeled after a Macomb County Program. Brian expressed concern about the program because the volunteers are not vetted. There are no background checks and there is no follow up. Chuck stated that he will take Brian's concerns under advisement. In 2017 there have been 94 NARCAM saves involving 79 addicts.

Jim Nash: Water Resource Commissioner: There annual fun day is scheduled for June 9 at Beaudette Park in Pontiac. It is a free event and including art, fishing, fun and dinner. It is also educational with an emphasis on education. 800 attended last year.

Laura Scott: Farmington Hills Community Library: There are openings on the Library Board. Laura is providing tours of the Children's area for new members. There is a MCMR program on understanding others different from themselves through reading scheduled for May 12 from 1-5 at the Main Library. Laura asked for support for a bill cosponsored by Christine Greig which will require all public schools to have certified media staff. It is important because studies show that there is a correlation between proper staffing and high academic achievement. FPS laid off the media staff and it has had a detrimental effect on FPS academic record. Brochures were passed out and Laura promoted the Screen Free Week celebration and the Summer Reading Program.

Todd Lipa: C.A.R.E.S.: Todd gave an update on the C.A.R.E.S. Property. The Convent is being redone by Frank Reid and “Building Together.” The Clothing Closet is open and Paulsons' provided a truck to transport donations. The Pantry is supporting 450 individuals with no financial proof of need based on a study supporting it. The Pantry is on 211 referral phone line and it is accepting donations from various agencies like Forgotten Harvest. The Library is donating food taken in lieu of paying fines. Also the USPS is donating the food from their Saturday, May 12 food donation day. The Sanctuary is being used for office space for 3 agencies including C.A.R.E.S. And there will be space for clothing dressing rooms. There will be a property cleanup, with Home Depot donating equipment and Keller Williams and others providing Volunteers. MCMR meetings are being held at C.A.R.E.S. with speaker Dave Bing on May 16. There will be a non profit meeting on May 11.

PTA Council Representative and Guest Kelli Carpenter-Crawford: There is a Planning and Business Council program scheduled for May 21 at the Maxfield Education Center with the officers of the individual PTAs. A Vaping Forum is scheduled for 5/23 at 7:00 pm. at Farmington High School with speakers from St. Joseph Hospital.

Mary Buchan Commission on Aging: There is a Community Garden Program planning at both Libraries on June 5. The hours are from 3-4:40 pm. at the Downtown Branch and 7-8:30 pm. at the Main Branch. Senior Health Day will be held at the Costick Center.

PUBLIC COMMENTS: None

ADJOURNMENT:

MOTION by McGlincy, support by Rose, to adjourn the meeting at 7:20 pm. Motion carried unanimously
Respectfully submitted by Joan McGlincy/Ed Cherkinsky

MEETING MINUTES
FARMINGTON HILLS/FARMINGTON EMERGENCY PREPAREDNESS COMMISSION
JUNE 04, 2018 – 5:15PM
FARMINGTON HILLS CITY HALL-VIEWPOINT ROOM
31555 W. ELEVEN MILE ROAD
FARMINGTON HILLS MI 48336

CALLED TO ORDER BY: Vice Chair Reynolds at 5:15 PM.

MEMBERS PRESENT: Avie, DeFranco, Faine, Sloan, Szymusiak, Tutak, Reynolds, Wecker and York.

MEMBERS ABSENT: Jackson and Ciaramitaro.

OTHERS PRESENT: Moyna, (Alternate), Yuskowatz (Associate), Buszka (Youth Rep) Andrew Biggs (Maplenut) and Warthman (FPS).

APPROVAL OF AGENDA – June 04, 2018:

Motion by Faine, support by Tutak, to approve the agenda as submitted. Motion carried unanimously.

APPROVAL OF MINUTES – May 07, 2018:

Motion by Tutak support by Faine, to approve the minutes as submitted. Motion carried unanimously.

EVENTS, ACTIVITIES, MARKETING AND PROGRAMS:

Founders Festival - July 19-22, 2018

Reynolds lead the discussion on plans for staffing of booth by asking for volunteers to help with coverage during the FF.

Volunteers For Booth Schedule:

THUR 7/19: Set-up of booth

York, Tutak, Moyna and Reynolds

FRI 7/20: **Reynolds:** 12 noon-8PM

Biggs: 5:00-8 PM

Yuskowatz: 12 noon- 5 PM

SAT 7/22: **Ciaramitaro:** 11:30-8PM

Sloan: 12 noon-5 PM

Tutak: 05:00 PM to 8 PM

SUN 7/23: **Reynolds:** Noon-5PM

Sloan: 12 noon-5 PM

Tutak/York and Moyna: Tear down

Yuskowatz suggested the raffle prizes (3) might be weather radios. Reynolds offered to donate the radios. Promotional items discussion tabled until Ciaramitaro can provide input. Budget funds will be running out at the end of June so if we want to use for this purpose decisions have to be made immediately. Reynolds asked to sell tee shirts from the EPC booth to benefit his non-profit. Ciaramitaro needs to approve but no one voiced descent at the meeting. Reynolds offered a business size card with the steps to follow for Stop The Bleed to hand out to the public. This could be used instead of having one professionally printed with our logo and name. Reynolds has changed his plans and will be available the entire FF weekend.

Plans to advertise CERT Basic training class and Women's Self Defense class at the booth. The belief of some commissioners pertained to advertising other components of our programs such as the radio station 1650 AM and the website. It wasn't felt to be appropriate to spend time on adding to promotional items as the content is out-of-date and won't change in the next couple of months. It was a concern that the public would use the website this summer and find it lacking because of the limited information. It was suggested by Buszka that we could put a tag line on the Web page such as *Website Under Construction* so it could be advertised in the interim thereby making the most of the large potential audience at FF. No decision was reached. Tutak noted Radio 1650 AM has not been updated in several

months. He would like to see new content including the monthly Tip of the Month to coincide with the Tip given to both city councils.

ACTION ITEM: Szymusiak will prepare and forward flyer on Self Defense class and Tutak will prepare and forward for CERT training to Reynolds who will have printing done but he needs 10-day advance notice. Reynolds will contact Ciaramitaro to confirm promotional item purchase and other pertinent issues.

Tip of the month discussion and schedule: DeFranco

Reynolds volunteered to give the Tip of the Month to the FH City Council in July, 2018.

Website development progress- Reynolds

Rancour was not able to make the meeting so new information was discussed. Commissioners encouraged Reynolds to push forward with meeting the revision deadlines previously set at the last meeting.

Discussion of t-shirt purchase- Wecker

Report from Neufeld via Wecker that a polo shirt is available at ~ \$30 with embroidery. Faine would like to see one polo shirt serve two purposes. (one or both logos of EPC/CERT Team depending upon participation) Tutak indicated CERT Team will be dark green. A high visibility color would be preferred and it was generally the consensus that the color should not be the navy blue that the First Responders wear. Tabled until next meeting.

CERT program update: Tutak

One member has dropped due to moving out of state. FH/F CERT will be partnering with Novi again for a basic CERT training from September-November, 2018. In planning stage at this time. Handouts will be at FF booth. Four members from CERT will be attending Novi Emergency Community class on Saturday.

General Activities and Updates – Next Meeting June 11 at Fire Station #5 at 6:30 pm. Down Wires training will be the subject. June 19-20 Full scale exercise in Warren. Members of CERT Team will be volunteering for light traffic duty for the 4th of July Northville parade. (Tutak, Biggs, York and 2 other CERT members)

MICHIGAN & REGIONAL CITIZENS CORPS COUNCIL ACTIVITIES:

No updates.

LIAISON REPORTS:

FPS – Warthman

- Michigan Association of Chiefs of Police Accreditation received.
- FH will have their on-site accreditation survey tomorrow (6/6/18)

FHFD – Wecker

- **CPR/AED, First Aid and Stop the Bleed** training from 5:30 to 10 PM on Thursday, June 28. Open to public and being held at FS #4 on Drake Road. Register at swest@fhgov.com or 248-871-2802. Future class dates: July 24, Aug. 16 and Sept. 13, 2018.
- Recertification of FPS CPR instructors done.
- Hilltop Church has been given a CPR orientation. (Part of Interfaith group)

FHPD – No representative

PUBLIC COMMENT(S): None

COMMISSIONERS COMMENTS:

Yuskowatz YMCA report-

1. Made goal for YMCA Annual Campaign fundraiser.
2. Golf outing to benefit Y to be held July 23rd at Forest Lake CC.
3. Cipriano Fun Run this Friday to benefit the Cipriano family.

Szymusiak Self Defense Class for Women report-

1. Confirmed with DHS Consulting to have training at Costick Center, Monday, September 17th from 6:30-9:30 PM. **Tutak made a motion, supported by York, to pay DHS Consulting an honorarium of \$200 to provide services at the Self Defense training in September. Motion passed unanimously.**
2. **Lunch and Learn FH** has invited DHS Consulting to offer 2 one hour sessions for the employees of the city on June 19th from noon to 2 pm to train in self defense. Szymusiak and his wife volunteered to coordinate and attend.

OTHER AGENDA ITEMS AS NEEDED:

The operating budget for the current fiscal year must be drawn down by the end of the month. If there are no plans for the remaining funds, (amount to be determined) Wecker has proposed using it for CPR/AED class equipment currently sponsored by EPC. All CERT Team expenditures will be pushed to the next fiscal year. Tutak needs 300-800 whistles for Self Defense classes and as a promotional giveaway. Warthman advised that Farmington's budget still has \$300 so an order for whistles will be place and paid for by Farmington with the quantity to be determined by Tutak. DeFranco felt the FH funds should be used for promotional items for the July Founders Festival if time allowed before the end of June.

Wecker made a motion, supported by Avie, to approve the spending of the remaining budget funds on CPR/AED equipment. Motion carried 9-1 (DeFranco opposed)

ADJOURNMENT:

Vice Chair Reynolds adjourned the meeting at 6:26 PM.
Minutes drafted by: Secretary DEFRANCO

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1. Confirmed with DHS Consulting to have training at Costick Center, Monday, September 17th from 6:30-9:30 PM. **Tutak made a motion, supported by York, to pay DHS Consulting an honorarium of \$200 to provide services at the Self Defense training in September. Motion passed unanimously.**
2. **Lunch and Learn FH** has invited DHS Consulting to offer 2 one hour sessions for the employees of the city on June 19th from noon to 2 pm to train in self defense. Szymusiak and his wife volunteered to coordinate and attend.

OTHER AGENDA ITEMS AS NEEDED:

The operating budget for the current fiscal year must be drawn down by the end of the month. If there are no plans for the remaining funds, (amount to be determined) Wecker has proposed using it for CPR/AED class equipment currently sponsored by EPC. All CERT Team expenditures will be pushed to the next fiscal year. Tutak needs 300-800 whistles for Self Defense classes and as a promotional giveaway. Warthman advised that Farmington's budget still has \$300 so an order for whistles will be place and paid for by Farmington with the quantity to be determined by Tutak. DeFranco felt the FH funds should be used for promotional items for the July Founders Festival if time allowed before the end of June.

Wecker made a motion, supported by Avie, to approve the spending of the remaining budget funds on CPR/AED equipment. Motion carried 9-1 (DeFranco opposed)

ADJOURNMENT:

Vice Chair Reynolds adjourned the meeting at 6:26 PM.
Minutes drafted by: Secretary DEFRANCO

Farmington City Council Staff Report	Council Meeting Date: July 16, 2018	Item Number 4D
Submitted by: Sue Halberstadt		
<u>Agenda Topic</u> Council Minutes		
<u>Proposed Motion:</u> NA		
<u>Background:</u> June 18 special June 18 regular		
<u>Materials:</u>		



Special/Study Session Meeting
5:30 p.m., Monday, June 18, 2018
Conference Room
23600 Liberty Street
Farmington, MI 48335

DRAFT

STUDY SESSION MINUTES

A special meeting of the Farmington City Council was held on June 18, 2018, in Farmington City Hall, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 5:31 p.m. by Mayor Steve Schneemann.

1. ROLL CALL

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

City Administration Present

Director Christiansen (arrived 6:30pm)
Superintendent Eudy (arrived 6:30pm)
City Clerk Halberstadt
City Manager Murphy
City Attorney Schultz (arrived 6:40pm)
City Attorney Saarela (left 6:30pm)

2. APPROVAL OF AGENDA

Move to approve the agenda as amended, exchanging the placement of Item Nos. 4 and 5.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	LaRussa, Councilmember
SECONDER:	Galvin, Councilmember

3. PUBLIC COMMENT

No public comment was heard.

4. INTERVIEW DEPUTY CLERK MARY MULLISON

Council interviewed Deputy Clerk Mullison for the City Clerk position.

Move to proceed with the appointment of Mary Mullison as City Clerk subject to final employment details presented to Council at their next regular meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	LaRussa, Councilmember
SECONDER:	Taylor, Councilmember
ROLL CALL:	Galvin, LaRussa, Schneemann, Taylor, Bowman

5. DISCUSS KABOOM GRANT

Murphy stated the cost range of the KaBOOM project could be between \$12,000-\$29,000 depending on the number of participating volunteers. This range includes the \$8,500 match that is required. There have been discussions with the Farmington Public School Board about contributing to that \$8500.

Bowman questioned what is included in the potential \$29,000 cost. Murphy stated that all equipment and labor provided by the City are included in the price. It may not include equipment, i.e. shovels, drills, etc. that may be provided by volunteers.

Bowman stated the best case scenario, \$12,000, does not include the \$10,000 maintenance estimation. Eudy clarified that the \$10,000 estimate is spread over 15 years.

Bowman noted Flanders Park was shown as a neighborhood park in the 2016 Parks and Recreation Master Plan. She inquired as to what went into the development of the Parks and Recreation Master Plan and questioned whether the KaBOOM grant will affect it.

Christiansen discussed the development of the Parks and Recreation Master Plan. He stated that the Plan was created by citywide stakeholders and a survey was conducted with 170 respondents giving input.

Bowman stated that Flanders Park was deemed a neighborhood park via the Parks and Recreation inventory and analysis. She cited concerns regarding costs of the project, maintenance, permanent display of signage of a funding partner that has not been established yet, construction day funding, including food and parking. She feels the draw of the project is just for people who can walk or bike to the park, yet the cost is coming out of the City's General Fund.

LaRussa stated that the neighborhood residents are committed to do additional fundraising for the build day activities. He has petitions circulating around the Flanders subdivision. He is quite sure that the neighbors are committed to the project and have the supplies needed for a successful build.

Galvin stated the community at large is not aware that this is a do-it-yourself park. The risk is that if the volunteers do not show up, the City is left with the \$29,000 tab. He wished the proposal had identified the number of volunteers committed and how much money has been raised to date for the project, etc. The obstacle he sees is City services and finances that might need to be allocated for this project. He believes the park is a great idea, but the timing could have been better.

Galvin is concerned that City Administration is bringing to Council an unallocated, unbudgeted item. The City does not have a Capital Improvement Fund to support this project. Typically, unbudgeted expenses are prioritized to emergencies related to public safety. He feels there is a way this project can work, but more time is needed.

Taylor stated that if the City can spend half a million dollars on two houses downtown to build a pathway, then the City can afford a few thousand dollars on a park that will benefit children. She pointed out the City has already appropriated \$10,000 for improvements in that park.

Schneemann questioned the two year limit on the contract and its provisions. He would like to make sure the residents really want this park.

Responding to LaRussa, Weber stated the cost of creating the existing Flanders Park was \$100,000, however, the budgeted amount was \$75,000.

LaRussa stated what is included in the Master Plan does not reflect what is actually in the existing playground. He feels Council owes it to the community to make it right. Responding to Schneemann, LaRussa stated the \$8500 is due 35 days before build day.

Responding to Galvin, Schultz stated that if the plan is terminated prior to the build day the \$8500 is refundable, minus KaBOOM's expenses.

Responding to Galvin, LaRussa stated that the letter of intent is not binding.

Schultz discussed the difference between letter of intent and letter of agreement.

Galvin questioned the urgency of the project.

Responding to Galvin, Schultz stated that the letter of intent allows the City to enter into an agreement with KaBOOM, but it isn't binding. He is comfortable with the language.

6. OTHER BUSINESS

No other business was heard.

7. COUNCIL COMMENT

No Council comment was heard.

8. ADJOURNMENT

Move to adjourn the meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Taylor, Councilmember
SECONDER:	Bowman, Mayor Pro Tem

The meeting adjourned at 7:04 p.m.

Steve Schneemann, Mayor

Susan K. Halberstadt, City Clerk

Approval Date:



**Regular City Council Meeting
7:00 p.m., Monday, June 18, 2018
City Council Chambers
23600 Liberty Street
Farmington, MI 48335**

DRAFT

REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on June 18, 2018, 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 7:13 PM by Mayor Schneemann.

1. ROLL CALL

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

City Administration Present

Director Christiansen
Director Demers
Director Eudy
City Clerk Halberstadt
City Manager Murphy
City Attorney Schultz
City Treasurer Weber

2. PLEDGE OF ALLEGIANCE

Julia Mantey, member of the Farmington/Farmington Hills Commission on Community Health, led the pledge of allegiance.

3. PUBLIC COMMENT

The following residents spoke in support of the Community Partner Playground Agreement (agenda item 7L):

Steve Baumbach
Sarah Austin
George Wright
Matt Green
Bill Zehnpfennig
Christy Mack
Susan Murphy

Sofia LaRussa
Matteo LaRussa
Sarah Davies
Laurie Koester
Daniel Koester
Sophia Koester
Any a Beals

Melissa Smith

4. APPROVAL OF ITEMS ON CONSENT AGENDA

A. City Council Meeting Minutes

Joint – February 28, 2018

Special – May 21, 2018

Regular– May 21, 2018

Special – May 22, 2018

Special – May 31, 2018

Regular – June 4, 2018

Special – June 7, 2018

B. Accept Minutes from City’s Boards and Commissions

C. Farmington Monthly Payments Report

D. Farmington Public Safety Monthly Report

E. Consideration to appoint Julie Mantej to the Farmington/Farmington Hills Commission on Community Health

F. Consideration to Accept and File the MERS Annual Actuarial Valuation Report for December 31, 2017

G. Consideration to approve a block closure in the Meadows subdivision for a children’s bike parade to Flanders Park

H. Proclamation: Engage 18

Move to approve the consent agenda as presented.

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

5. APPROVAL OF REGULAR AGENDA

Move to approve the regular agenda as amended, adding a second Public Comment as Item 10 and moving remaining items down one.

RESULT:	APPROVED AS AMENDED
MOVER:	Taylor, Councilmember
SECONDER:	Bowman, Mayor Pro Tem
AYES:	LaRussa, Taylor, Bowman, Galvin
NAYS:	Schneemann

6. PRESENTATION/PUBLIC HEARINGS

A. Miss Oakland County Contestants

Francesca Tuzzolino, Executive Director of the Miss Oakland County Scholarship program, was present to discuss the various programs and activities offered through the Miss Oakland County program.

B. Main Street Accreditation

Tim Colbeck, Mainstreet Oakland County, discussed the purpose of the Main Street program and the 10 categories on which a program is rated. He stated Farmington has met all of the criteria within those categories. He presented a plaque to Kate Knight, DDA Director, in recognition of the accreditation of Farmington’s Main Street program.

C. Public Hearing – Fiscal Year 2018-19 Budget and Millage Rates

City Manager Murphy reviewed the proposed FY 2018-19 budget.

Move to open a public hearing to receive public comment on the proposed FY 2018-19 budget and millage rates.

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

Sarah Davies, 23120 Violet, asked about a budget provision for plantings at the Flanders Park.

Bill Zehnpfennig, 21045 Robinwood Street, expressed concern that the sidewalks on his street have not been repaired, noting all other sidewalks in his subdivision were repaired last year.

Gregg Collins, 33632 State Street, requested Council do three things: raise the millage rate from 14 to 15.5, consider selling two houses on Grand River that are owned by the city and insure future tax revenue from the development of the Maxfield Training Center site stays with the city.

Hearing no other public comment, Mayor Schneemann asked for a motion to close the public hearing.

Move to close the public hearing.

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

7. NEW BUSINESS

A. Consideration to Adopt Fiscal Year 2018-19 Budget and Establish Millage Rates

LaRussa pointed out that if Council had elected to increase the millage rate to 15 mills, the budget would show a surplus rather than a deficit.

Galvin expressed concern regarding a proposed agreement for playground equipment in Flanders Park that would be an unfunded budget item. He spoke about the many different projects throughout the city that need to be addressed.

Taylor spoke about the support expressed at the community forums for a 1.5 mill increase and the need for Council to exercise its authority in order to keep the City fiscally sound.

Move to adopt a resolution to approve the Fiscal Year 2018-19 budget and millage rates as presented. **

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

B. Consideration to Adopt Resolution Recommending Approval of Redevelopment Liquor License for Xie Zheng, LLC Dba Samurai Steakhouse, 32821 Grand River Avenue

DDA Director Knight reviewed this agenda item, noting it will be a \$3 million dollar investment in our downtown.

Move to approve resolution authorizing a new Class C and SDM Redevelopment Liquor License with Sunday sales permit, dance permit and entertainment permit for Xie Zheng, LLC, Dba Samurai Steakhouse, 32821 Grand River Avenue. **

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Galvin, Councilmember
SECONDER:	LaRussa, Councilmember
AYES:	LaRussa, Schneemann, Taylor, Bowman, Galvin

C. Consideration to Authorize City Staff to Submit Documentation for Redevelopment Liquor License for Xie Zheng, LLC, Db a Samurai Steakhouse, 32821 Grand River Ave

Move to authorize city staff to submit documentation for Redevelopment Liquor License with SDM Redevelopment Liquor License for Xie Zheng, LLC, Db a Samurai Steakhouse, 32821 Grand River Avenue.

RESULT: APPROVED AS PRESENTED [UNANIMOUS]
MOVER: Taylor, Councilmember
SECONDER: LaRussa, Councilmember
AYES: Schneemann, Taylor, Bowman, Galvin, LaRussa

D. Consideration to Adopt Downtown Development Authority’s Fiscal Year 2018-19 Budget and Establish 2018 Principal Shopping District Special Assessment

Move to approve a resolution to adopt Downtown Development Authority’s Fiscal Year 2018-19 budget and establish 2018 Principal Shopping District Special Assessment as presented. **

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

E. Consideration to Adopt Fiscal Year 2018-19 47th District Court, Brownfield Redevelopment Authority, Corridor Improvement Authority and Joint Agency Budgets

Move to adopt Fiscal Year 2018-19 Budget Resolution for the 47th District Court, Brownfield Redevelopment Authority, Corridor Improvement Authority and joint agency budgets as presented. **

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

F. Consideration to Amend Fiscal Year 2017-18 Budget

Move to adopt a resolution to amend the Fiscal Year 2017-18 budget as presented. **

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

G. Consideration to Amend Fiscal Year 2017-18 DDA Budget

Move to amend Fiscal Year 2017-18 DDA budget to decrease overall appropriation by \$97,530.

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

H. Consideration to Adopt Resolution to Amend Residential Refuse/Recycling User Charge

Move to adopt a resolution to amend Residential Refuse/Recycling User Charge effective July 1, 2018 as presented. **

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

I. Consideration to amend the Downtown Parking Advisory Committee Bylaws to reduce the number of members from seven to five

Joe Mantey, Chair of the Downtown Parking Advisory Committee, advised the committee is recommending a reduction in the number of members from seven to five in order to achieve a quorum at meetings. He discussed the difficulty they have had in achieving a quorum at any of the meetings this year. He noted currently there are only five members due to resignations.

Responding to Bowman, Schultz confirmed that if Council approves the reduction in membership, they can reappoint 7 members in the future.

Taylor stated she would like to see more representation from residents and businesses on the committee. She did not support the request. Responding to LaRussa, Mantey stated there is still value in retaining the committee since there are still ongoing issues.

Schneemann noted the Parking Committee has addressed a number of major parking concerns and is now in a period where the issues are relatively minor in scope. He likes that Council can reappoint more members at a later date.

Move to approve the proposed amendments to the Downtown Parking Advisory Committee by-laws, reducing the membership from 7 to 5, eliminating one of the CBD business/property owner positions and one of the resident positions. **

RESULT:	APPROVED AS PRESENTED
MOVER:	Bowman, Mayor Pro Tem
SECONDER:	Galvin, Councilmember
AYES:	Bowman, Galvin, LaRussa, Schneemann,
NAYS:	Taylor

- J. Consideration to approve the City Manager to authorize and accept Cost Participation Agreement for the 2018 Oakland County Grant for the Local Road Improvement Matching Fund Pilot Program**

Move to authorize the City Manager to accept the Cost Participate Agreement for the 2018 Oakland County Grant for the Local Road Improvement Matching Fund Pilot Program in which the City of Farmington will receive a reimbursement in the amount of \$18,325. **

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	LaRussa, Councilmember
SECONDER:	Taylor, Councilmember
AYES:	Bowman, Galvin, LaRussa, Schneemann, Taylor,

- K. Consideration to approve Change Order No.2 and Construction Estimate No. 4 - Open Cut Sewer Repair Bel-Aire Segment 26**

Move to approve Change Order No. 2 and Construction Estimate No. 4 (final) in the amount of \$7,500 which represents a release of \$5,000 of previously held retainage to Bidigare Contractors of Plymouth, Michigan for the open cut repair Segment 26 identified in Division 1 of the Bel-Aire Shiawassee, Mooney Street Sewer Rehabilitation and Improvement Contract.

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

L. Consideration to pursue a Community Partner Playground Agreement for new play equipment in Flanders Park

Schultz clarified that signing the Letter of Intent does not require Council to sign the actual agreement.

Galvin expressed concern regarding the City's potential cost and time commitment to this project. He discussed the difference between this park project from other projects in the city. He noted three things that stood out on this project: 1) \$10k has already been allocated in budget; 2) residents are willing to raise the funds in 30 days and use their own equipment; and 3) that the neighborhood should form an association where dollars could be assessed for this project without Council involvement.

Taylor expressed support for this project, noting great enthusiasm from the community and the opportunity for grant funding.

Schultz clarified that approval of the Letter of Intent does not tie up the \$10,000 set aside for Flanders Park.

Move to authorize the City Manager to execute a Community Partner Playground Letter of Intent subject to final approval as to form by the City Manager and City Attorney, including any amendments or revisions and subject to Council approval of final agreement. **

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	LaRussa, Councilmember
SECONDER:	Taylor, Councilmember
AYES:	LaRussa, Schneemann, Taylor, Bowman, Galvin

M. Consideration to Approve Payment for Meter Replacement Program west of Drake Road.

Move to approve payment to SLC Meter, Pontiac, Michigan, in the amount of \$17,920 for meter installation work completed through June 12, 2018.

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Taylor, Councilmember
SECONDER:	LaRussa, Councilmember
AYES:	Galvin, LaRussa, Schneemann, Taylor, Bowman,

9. DEPARTMENT COMMENT

Eudy thanked Council for approving the payments and for the scrutiny given to other items on the agenda.

Demers thanked Council for approving the next fiscal year budget. He discussed a recent pedestrian accident where the victim crossed Farmington Road between two crosswalks. He noted that State law provides that in a business district a pedestrian must cross at a crosswalk. Responding to Bowman, Demers stated his department has been unsuccessful at locating the owner of the gun magazine found at Farmington High School.

Christiansen thanked Council for approval of the next fiscal year budget. Responding to Taylor, Christiansen stated a public hearing will be held in July regarding the Maxfield Training Center property. He responded to questions concerning other property developments in the City.

Halberstadt spoke about the upcoming election and events at the Mansion.

Murphy spoke about the concerts at noon on Wednesday.

10. PUBLIC COMMENT

Steve Baumbach thanked Council for their support of the Community Partner Playground initiative at Flanders Park.

Greg Collins thanked Taylor for adding a second public comment.

11. CITY COUNCIL COMMENTS

LaRussa thanked Council for their support of the Community Partner Playground initiative at Flanders Park. He recognized the uniqueness of the project and the need for guide rails in pursuing other grant opportunities.

Galvin congratulated Council and City Administration on a unanimous vote of the budget. He recognized Marla Parker and Court Administrator Dave Walsh who were both invited to the inaugural Supreme Court of Michigan Judicial Institute Leadership Academy.

Taylor read a proclamation declaring July 1st as Youth Voter Engagement Day in Farmington.

Bowman thanked LaRussa for his work in undertaking the grant application for the Flander's Park playground equipment.

12. CLOSED SESSION – Labor Negotiations

Move to enter closed session to discuss labor negotiations.

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

Council entered closed session at 10:25 p.m.

Move to exit closed session.

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Galvin, Councilmember
SECONDER:	LaRussa, Councilmember

Council exited closed session at 10:50 p.m.

Move to approve the TPOAM agreement as discussed in closed session.

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

Motion to adopt a resolution amending employee administrative manual and non-union pay plan effective July 1, 2018.

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Galvin, Councilmember
SECONDER:	LaRussa, Councilmember
AYES:	Bowman, Galvin, LaRussa, Schneemann, Taylor

13. ADJOURNMENT

Move to adjourn the meeting.

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Galvin, Councilmember
SECONDER:	Taylor, Councilmember
AYES:	Galvin, LaRussa, Schneemann, Taylor, Bowman

Meeting adjourned at 10:51 p.m.

Steve Schneemann, Mayor

Susan K. Halberstadt, City Clerk

Approval Date:

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

Farmington City Council Agenda Item		Council Meeting Date: July 16, 2018	Item Number 4E
Submitted by: Amy Norgard, Controller			
<u>Agenda Topic</u> Farmington Monthly Payments Report – June 2018			
<u>Proposed Motion</u> Approve Farmington Monthly Payments Report – June 2018			
<u>Background</u> See attachment			
<u>Materials Attached</u> AP Monthly Payments Report 06302018			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

MONTH OF JUNE 2018

FUND #	FUND NAME		AMOUNT:
101	GENERAL FUND	\$	297,882.17
202	MAJOR STREET FUND	\$	18,050.03
203	LOCAL STREET FUND	\$	11,780.32
243	BROWNFIELD REDEVELOP AUTHORITY	\$	2,170.00
592	WATER & SEWER FUND	\$	278,959.31
595	FARMINGTON COMMUNITY THEATER FUND	\$	21,231.70
640	DPW EQUIPMENT REVOLVING FUND	\$	5,554.09
701	AGENCY FUND	\$	11,408.82
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$	59,238.37
	TOTAL CITY PAYMENTS ISSUED:	\$	706,274.81
136	47TH DISTRICT COURT FUND	\$	64,633.77
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$	31,149.60
290	FRIENDS OF THE WARNER MANSION	\$	345.26
	TOTAL OTHER ENTITIES PAYMENTS ISSUED:	\$	96,128.63
	TOTAL PAYMENTS ISSUED	\$	802,403.44

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

CITY OF FARMINGTON - ACH PAYMENTS REPORT

MONTH OF JUNE 2018

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
General Fund	Chase (Disbursing Acct)	Direct Deposit Payroll	218,149.75
General Fund	Federal Gov't	W/H & FICA Payroll	76,113.31
General Fund	MERS	May Transfer	56,168.05
General Fund	MERS HCSP	May Transfer	4,040.00
Agency	Total Administrative Services Corp.	Flexible Spending Accounts	2,510.04
TOTAL CITY ACH TRANSFERS			356,981.15
Court Fund	Chase (Disbursing Acct)	Direct Deposit Payroll	87,315.78
Court Fund	Federal Gov't	W/H & FICA Payroll	28,800.71
Court Fund	Total Administrative Services Corp.	Flexible Spending Accounts	2,089.92
TOTAL OTHER ENTITIES ACH TRANSFERS			118,206.41

MONTHLY PUBLIC SAFETY REPORT

JUNE 2018

Possession of Marijuana

On 6/1/18 at approximately 8:36 AM, an officer stopped a vehicle in the area of Farmington Rd and Nine Mile Rd. for speeding. While the officer was speaking with the driver, a 23 year old male, the officer notice the odor of marijuana coming from inside of the vehicle. A subsequent search of vehicle located a bag of suspected marijuana. The driver was subsequently arrested for possession of marijuana, and transported to the Farmington Jail.

OWI / DWLS / Possession of Marijuana

On 6/1/18 at approximately 10:44 PM, an officer stopped a vehicle for swerving in the area of M-5 and Farmington. The driver, a 34 year old male, showed signs of intoxication. Sobriety tests were administered and his ability to drive was shown to be impaired. The driver showed a .13 BAC. A check of the driver's license showed it to be suspended. The driver was arrested for OWI and driving on a suspended license. The passenger, a 32 year old female, told officers she was in possession of marijuana. This marijuana was confiscated and she was arrested. Both subjects were transported to the Farmington Jail.

Civil Matter

On June 6, 2018 at approximately 9:42 AM an officer responded to a nursing home at the request of their HR Department. The officer was asked to document a civil matter involving a former employee that failed to return a laptop and set of work keys after their employment was terminated. The case is opening pending follow up with the former employee by a detective.

Found Property

On June 6, 2018 at approximately 2:05 PM a citizen reported and turned over an iPhone 6 that was found in the parking lot of St. Gerald's church on Farmington Road. The owner of the phone is not known, and it was entered into property for safe keeping until claimed.

Assault and Battery

On June 7, 2018 at approximately 10:44 AM officers investigated a reported assault/battery that occurred at a Farmington business on Grand River involving two co-workers. The investigation included a review of the business surveillance video which revealed that the two involved were mutual combatants. The case was forwarded to the local prosecutor for review.

Open Alcohol in a Motor Vehicle

On June 7, 2018 at approximately 7:54 PM an officer stopped a vehicle in the area of Grand River and Brittany Hill after observing that the vehicle had a cracked windshield. As a result of the stop the officer observed that the driver was in possession of an open

MONTHLY PUBLIC SAFETY REPORT
JUNE 2018

container of alcohol on the column of the steering wheel. The driver was cited and released.

Fraud/Swindle

On June 7, 2018 at approximately 7:54 pm a sergeant took a front desk report from a Farmington resident that stated that on June 6th after researching loans online they received a phone call from a man who stated that they represented E-Loans Finance. The caller convinced the resident that they qualified for a "credit boost loan" that would be deposited directly into the resident's Chase bank account. The resident was directed to purchase pre-paid Google cards and then give (him) the redemption codes. The resident did as instructed totaling \$1,140.00. The case was turned over to a detective for further follow up.

Larceny from an Automobile

On 6/11/18 at approximately 3:21 PM, a resident came to the station to report a catalytic convertor being stolen from their vehicle in the Floral Park subdivision. While the vehicle was parked from 5/26/18 to 5/28/18 someone removed the catalytic converter. There are no suspects at this time.

Pedestrian- Personal Injury Traffic Crash

On 6/11/18 at 7:10 PM a 75 year old female was crossing Farmington Rd. near State St. and was struck by a vehicle traveling south on Farmington Rd. It was learned that the female did not cross Farmington Rd at the designated crosswalk that is equipped with a crosswalk warning light system. The female was transported to the hospital where she is being treated for her injuries. The driver was not cited as the pedestrian was at fault for not crossing the road at a designated crosswalk.

Possession of Stolen Property

On 6/12/18 at approximately 4:26 AM, officers were dispatched to the Kensington Manor Apartments on a report of a vehicle possessing a stolen license plate. Officers arrived and made contact with a 50 year old male who had a stolen license plate on his Honda Civic. The license plate had been reported stolen a month earlier at the Farmington Oaks Apartment Complex. The man stated he did not put the plate on the vehicle and believes it was placed there by someone else. The plate and vehicle were taken and the case forwarded to the detective bureau.

Fraud

On 6/13/18 at approximately 2:12 PM a resident came to the front desk to report that she was a victim of a scam. The resident stated she was contacted on Facebook by someone whom she believed to be a friend. The message instructed her that she had been approved for federal grant that could pay her \$300,000. However, the resident had to pay a percentage of the grant to a third party. \$2500 was deposited into this third party account and was immediately withdrawn. The resident quickly learned she had been tricked and she was a victim of a scam. The case has been forwarded to the detective bureau.

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Uttering and Publishing

On 6/20/18 at 12:00 PM a Sergeant was contacted by a local bank reference a fraudulent check that was cashed at their location on 6/19/18. It was learned that the suspect in the case, a 17 year old female, had been arrested on 6/20/18 by the Novi Police Department. The suspect admitted to Novi PD she passed the fraudulent check in Farmington. The case was forwarded to the detective bureau for follow-up and presentation to the Oakland Prosecutor.

Possession of Marijuana / DWLS / Warrants

On 6/22/18 at approximately 10:38 AM, an officer stopped a vehicle in the area of Grand River Ave and Halsted Rd for improper lane use. While the officer was speaking with the driver, a 23 year old male, the officer noticed the odor of marijuana coming from inside of the vehicle. A subsequent search of vehicle located a bag of suspected marijuana. In addition, the driver had a suspended driver's license and several warrants for his arrest. The driver was arrested and transported to the Farmington Jail.

OWI / Possession of Narcotics

On 6/23/18 at approximately 3:00 AM, an officer stopped a vehicle in the area of Orchard Lake Rd and Shiawassee Rd. for crossing over into oncoming traffic. It was discovered that the driver, a 26 year old female, had been drinking alcohol. The driver was put through sobriety evaluations and it was discovered her ability to drive was impaired (.17 BAC). A search of the vehicle discovered marijuana and several pills with markings consistent with controlled substances. A check of the driver's criminal history showed she has a prior OWI conviction. The driver was arrested and transported to the Farmington Jail. The case will be forwarded to the Oakland County Prosecutor for warrant consideration.

Commercial Burglary

On 6/23/18 at approximately 8:33 AM officers were dispatched to a local business on a report of a burglary. It was discovered that sometime during the evening hours someone had broken out a front door window. Once inside the suspect(s) stole money and diagnostics equipment. There is no surveillance footage at the business and there are no suspect leads at this time. The case was forwarded to the detective bureau for follow-up.

Retail Fraud

On 6/24/18 at approximately 7:42 PM officers were dispatched to a local pharmacy on a report of a retail fraud. Officers spoke with store employees and learned a white male in his twenties came into the store and stole two bottles of liquor. He then left the store and fled the scene in a waiting vehicle. Surveillance footage was obtained and forwarded to the detective bureau for follow-up.

Possession of Marijuana

On June 25, 2018 at approximately 8:13 AM an officer stopped a vehicle for speeding (47/25) on Drake Road near Heritage Lane. As a result of the traffic stop, the 22 year old

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male driver was arrested for possessing marijuana that they retrieved from the center console of the vehicle when questioned.

Larceny from Automobile

On June 26, 2018 at approximately 5:22 PM a resident on Manning Street reported that between June 25th at 6:00 PM and June 26th at 07:00 AM an unknown subject stole an I-phone charger from an unlocked vehicle that was parked in the driveway of their residence. The resident requested extra patrols in the neighborhood. No additional incidents have been reported in that area since.

Customer Trouble

On June 28, 2018 at approximately 11:34 PM officers responded to a report of a fight in progress occurring inside a restaurant/bar. Upon arrival, officers located the 23 year old intoxicated male subject responsible for the disturbance. It was determined that the subject was belligerent to another patron and management intervened prior to a fight breaking out. The subject was transported to the lobby of the station where they arranged for a ride home.

Stolen/Recovered Vehicle

On June 30, 2018 at approximately 2:01 PM an officer responded to a business for a report of a stolen vehicle that just occurred. Upon arrival, the officer learned that between 1:40 and 2:01 PM an unknown subject entered the business and took the victim's keys that had been in plain view on a counter adjacent to her purse. The customer reported being distracted while shopping and eventually noticed that her keys were missing. The subject was described to be a slender male, in his 30's, with short hair wearing a gray t-shirt. The victim's 2018 Chevrolet Equinox had been locked and parked in the parking lot west of the store. The investigating officer immediately contacted OnStar who was able to locate the vehicle in the City of Detroit. OnStar initiated an ignition lock that immobilized the vehicle. Coordination was made with Detroit Police who located the vehicle and found a subject sitting in the driver's seat. The keys in the ignition and the engine was running. The subject was arrested and turned over to Farmington and vehicle impounded by Detroit. A review of the surveillance video inside the business clearly depicted the subject entering the business, taking the keys and departing. The subject refused to speak with investigators, and was held pending a warrant. The case was presented to the Oakland County Prosecutors Office who charged the subject with Larceny in a Building and auto theft.

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Total Calls	Medical Calls	Fire Calls	Traffic Stops	Crash Reports
913	58	10	480	30

Additional Information

During the month of June, all public safety personnel participated in hose streams and ladder training. The majority of this training included hands-on operation of the new ladder truck.



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For The Month Of June

Classification	Jun/2017	Jun/2018	%Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
09002 NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	0%
09004 JUSTIFIABLE HOMICIDE	0	0	0%
09005 DEATH INVOLVING USE OF FORCE BY LAW ENFORCEMENT	0	0	0%
09006 IN-CUSTODY DEATH	0	0	0%
10001 KIDNAPPING/ABDUCTION	0	0	0%
10002 PARENTAL KIDNAPPING	0	0	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	0	0%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	0%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	0	0%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	1	0	-100%
12000 ROBBERY	0	0	0%
13001 NONAGGRAVATED ASSAULT	3	4	33.33%
13002 AGGRAVATED/FELONIOUS ASSAULT	0	0	0%
13003 INTIMIDATION/STALKING	2	0	-100%
20000 ARSON	0	0	0%
21000 EXTORTION	0	0	0%
22001 BURGLARY -FORCED ENTRY	0	1	0%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	1	0	-100%
23001 LARCENY -POCKETPICKING	0	0	0%
23002 LARCENY -PURSESNAATCHING	0	0	0%
23003 LARCENY -THEFT FROM BUILDING	2	1	-50%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	3	1	-66.6%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	0	1	0%
23007 LARCENY -OTHER	0	0	0%
24001 MOTOR VEHICLE THEFT	0	1	0%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	0	0%
24003 MOTOR VEHICLE FRAUD	0	0	0%
25000 FORGERY/COUNTERFEITING	1	0	-100%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	0	4	0%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	0	0	0%
26003 FRAUD -IMPERSONATION	0	0	0%
26004 FRAUD -WELFARE FRAUD	0	0	0%
26005 FRAUD -WIRE FRAUD	0	0	0%
26007 FRAUD - IDENTITY THEFT	0	0	0%
26008 FRAUD - HACKING/COMPUTER INVASION	0	0	0%
27000 EMBEZZLEMENT	0	1	0%
28000 STOLEN PROPERTY	0	1	0%
29000 DAMAGE TO PROPERTY	3	1	-66.6%

CLR-008 Monthly Summary Of Offenses (FC)

For The Month Of June

Classification	Jun/2017	Jun/2018	%Change
30001 RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002 RETAIL FRAUD -THEFT	0	1	0%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
30004 ORGANIZED RETAIL FRAUD	0	0	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	6	6	0%
35002 NARCOTIC EQUIPMENT VIOLATIONS	2	2	0%
36001 SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	0%
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%
37000 OBSCENITY	0	0	0%
39001 GAMBLING- BETTING/WAGERING	0	0	0%
39002 GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	0%
39003 GAMBLING -EQUIPMENT VIOLATIONS	0	0	0%
39004 GAMBLING -SPORTS TAMPERING	0	0	0%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
40003 HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	0%
51000 BRIBERY	0	0	0%
52001 WEAPONS OFFENSE- CONCEALED	0	0	0%
52002 WEAPONS OFFENSE -EXPLOSIVES	0	0	0%
52003 WEAPONS OFFENSE -OTHER	0	0	0%
64001 HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	0%
64002 HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	0%
72000 ANIMAL CRUELTY	0	0	0%
Group A Totals	24	25	4.166%
01000 SOVEREIGNTY	0	0	0%
02000 MILITARY	0	0	0%
03000 IMMIGRATION	0	0	0%
09003 NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	0%
14000 ABORTION	0	0	0%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%
22004 POSSESSION OF BURGLARY TOOLS	0	0	0%
26006 FRAUD -BAD CHECKS	2	1	-50%
36003 PEEPING TOM	0	0	0%
36004 SEX OFFENSE -OTHER	0	0	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	0	0	0%
38002 FAMILY -NONSUPPORT	0	0	0%
38003 FAMILY -OTHER	0	0	0%
41001 LIQUOR LICENSE -ESTABLISHMENT	0	0	0%
41002 LIQUOR VIOLATIONS -OTHER	7	2	-71.4%
42000 DRUNKENNESS	0	0	0%
48000 OBSTRUCTING POLICE	1	0	-100%
49000 ESCAPE/FLIGHT	0	0	0%
50000 OBSTRUCTING JUSTICE	2	2	0%
53001 DISORDERLY CONDUCT	0	0	0%

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For The Month Of June

Classification	Jun/2017	Jun/2018	%Change
53002 PUBLIC PEACE -OTHER	0	0	0%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	1	0	-100%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	4	6	50%
55000 HEALTH AND SAFETY	0	0	0%
56000 CIVIL RIGHTS	0	0	0%
57001 TRESPASS	1	3	200%
57002 INVASION OF PRIVACY -OTHER	0	0	0%
58000 SMUGGLING	0	0	0%
59000 ELECTION LAWS	0	0	0%
60000 ANTITRUST	0	0	0%
61000 TAX/REVENUE	0	0	0%
62000 CONSERVATION	0	0	0%
63000 VAGRANCY	0	0	0%
70000 JUVENILE RUNAWAY	0	0	0%
73000 MISCELLANEOUS CRIMINAL OFFENSE	6	1	-83.3%
75000 SOLICITATION	0	0	0%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
Group B Totals	24	15	-37.5%
2800 JUVENILE OFFENSES AND COMPLAINTS	5	1	-80%
2900 TRAFFIC OFFENSES	24	24	0%
3000 WARRANTS	29	29	0%
3100 TRAFFIC CRASHES	27	32	18.51%
3200 SICK / INJURY COMPLAINT	74	67	-9.45%
3300 MISCELLANEOUS COMPLAINTS	195	145	-25.6%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%
3500 NON-CRIMINAL COMPLAINTS	96	51	-46.8%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	0%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	493	544	10.34%
3800 ANIMAL COMPLAINTS	19	12	-36.8%
3900 ALARMS	33	1	-96.9%
NON-CRIMINAL COMPLAINTS	0	0	0%
Group C Totals	995	906	-8.94%
2700 LOCAL ORDINANCES - GENERIC	0	0	0%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	0	-100%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4200 PARKING CITATIONS	0	0	0%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	0	0	0%
4400 WATERCRAFT CITATIONS	0	0	0%
4500 MISCELLANEOUS A THROUGH UUUU	48	36	-25%
4600 LIQUOR CITATIONS / SUMMONS	0	0	0%
4700 COMMERCIAL VEHICLE CITATIONS	0	0	0%
4800 LOCAL ORDINANCE WARNINGS	0	0	0%
4900 TRAFFIC WARNINGS	0	0	0%
TRAFFIC WARNINGS	0	0	0%

CLR-008 Monthly Summary Of Offenses (FC)

For The Month Of June

Classification	Jun/2017	Jun/2018	%Change
MISCELLANEOUS A THROUGH UUUU	0	0	0%
Group D Totals	49	36	-26.5%
5000 FIRE CLASSIFICATIONS	14	9	-35.7%
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%
FIRE CLASSIFICATIONS	0	0	0%
Group E Totals	14	9	-35.7%
6000 MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
6100 MISCELLANEOUS ACTIVITIES (6100)	0	0	0%
6200 ARREST ASSIST	0	0	0%
6300 CANINE ACTIVITIES	0	0	0%
6500 CRIME PREVENTION ACTIVITIES	0	0	0%
6600 COURT / WARRANT ACTIVITIES	0	0	0%
6700 INVESTIGATIVE ACTIVITIES	0	0	0%
INVESTIGATIVE ACTIVITIES	0	0	0%
COURT / WARRANT ACTIVITIES	0	0	0%
CANINE ACTIVITIES	0	0	0%
MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
Group F Totals	0	0	0%
Totals for all Groups	1106	991	-10.3%

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Year To Date Through June

Classification	2017	2018	%Change
Group F Totals	0	0	0%
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
09002 NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	0%
09004 JUSTIFIABLE HOMICIDE	0	0	0%
09005 DEATH INVOLVING USE OF FORCE BY LAW ENFORCEMENT	0	0	0%
09006 IN-CUSTODY DEATH	0	0	0%
10001 KIDNAPPING/ABDUCTION	0	0	0%
10002 PARENTAL KIDNAPPING	0	0	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	1	0%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	0%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	1	0	-100%
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	0	0%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	2	0	-100%
12000 ROBBERY	1	0	-100%
13001 NONAGGRAVATED ASSAULT	20	14	-30%
13002 AGGRAVATED/FELONIOUS ASSAULT	0	3	0%
13003 INTIMIDATION/STALKING	4	2	-50%
20000 ARSON	0	0	0%
21000 EXTORTION	0	0	0%
22001 BURGLARY -FORCED ENTRY	2	2	0%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	1	0	-100%
23001 LARCENY -POCKETPICKING	0	0	0%
23002 LARCENY -PURSESNAATCHING	0	0	0%
23003 LARCENY -THEFT FROM BUILDING	14	7	-50%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	4	3	-25%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	3	6	100%
23007 LARCENY -OTHER	4	4	0%
24001 MOTOR VEHICLE THEFT	1	1	0%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	1	0	-100%
24003 MOTOR VEHICLE FRAUD	0	0	0%
25000 FORGERY/COUNTERFEITING	3	0	-100%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	6	7	16.66%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	2	3	50%
26003 FRAUD -IMPERSONATION	1	0	-100%
26004 FRAUD -WELFARE FRAUD	0	0	0%
26005 FRAUD -WIRE FRAUD	1	1	0%
26007 FRAUD - IDENTITY THEFT	0	0	0%
26008 FRAUD - HACKING/COMPUTER INVASION	0	0	0%
27000 EMBEZZLEMENT	1	1	0%
28000 STOLEN PROPERTY	0	1	0%

CLR-008 Monthly Summary Of Offenses (FC)

Year To Date Through June

Classification	2017	2018	%Change
29000 DAMAGE TO PROPERTY	5	6	20%
30001 RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002 RETAIL FRAUD -THEFT	5	4	-20%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
30004 ORGANIZED RETAIL FRAUD	0	0	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	33	41	24.24%
35002 NARCOTIC EQUIPMENT VIOLATIONS	17	26	52.94%
36001 SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	0%
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%
37000 OBSCENITY	0	0	0%
39001 GAMBLING- BETTING/WAGERING	0	0	0%
39002 GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	0%
39003 GAMBLING -EQUIPMENT VIOLATIONS	0	0	0%
39004 GAMBLING -SPORTS TAMPERING	0	0	0%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
40003 HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	0%
51000 BRIBERY	0	0	0%
52001 WEAPONS OFFENSE- CONCEALED	2	3	50%
52002 WEAPONS OFFENSE -EXPLOSIVES	0	0	0%
52003 WEAPONS OFFENSE -OTHER	0	0	0%
64001 HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	0%
64002 HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	0%
72000 ANIMAL CRUELTY	0	0	0%
Group A Totals	134	136	1.492%
01000 SOVEREIGNTY	0	0	0%
02000 MILITARY	0	0	0%
03000 IMMIGRATION	0	0	0%
09003 NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	0%
14000 ABORTION	0	0	0%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%
22004 POSSESSION OF BURGLARY TOOLS	0	0	0%
26006 FRAUD -BAD CHECKS	7	5	-28.5%
36003 PEEPING TOM	0	0	0%
36004 SEX OFFENSE -OTHER	1	0	-100%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	1	0	-100%
38002 FAMILY -NONSUPPORT	0	0	0%
38003 FAMILY -OTHER	0	0	0%
41001 LIQUOR LICENSE -ESTABLISHMENT	0	0	0%
41002 LIQUOR VIOLATIONS -OTHER	30	14	-53.3%
42000 DRUNKENNESS	0	0	0%
48000 OBSTRUCTING POLICE	2	0	-100%
49000 ESCAPE/FLIGHT	0	0	0%
50000 OBSTRUCTING JUSTICE	10	20	100%

CLR-008 Monthly Summary Of Offenses (FC)

Year To Date Through June

Classification	2017	2018	%Change
53001 DISORDERLY CONDUCT	4	5	25%
53002 PUBLIC PEACE -OTHER	2	3	50%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	4	0	-100%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	32	28	-12.5%
55000 HEALTH AND SAFETY	2	1	-50%
56000 CIVIL RIGHTS	0	0	0%
57001 TRESPASS	10	19	90%
57002 INVASION OF PRIVACY -OTHER	0	0	0%
58000 SMUGGLING	0	0	0%
59000 ELECTION LAWS	0	0	0%
60000 ANTITRUST	0	0	0%
61000 TAX/REVENUE	0	0	0%
62000 CONSERVATION	1	0	-100%
63000 VAGRANCY	0	0	0%
70000 JUVENILE RUNAWAY	1	1	0%
73000 MISCELLANEOUS CRIMINAL OFFENSE	48	18	-62.5%
75000 SOLICITATION	0	0	0%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
Group B Totals	155	114	-26.4%
2800 JUVENILE OFFENSES AND COMPLAINTS	20	17	-15%
2900 TRAFFIC OFFENSES	134	136	1.492%
3000 WARRANTS	160	177	10.62%
3100 TRAFFIC CRASHES	140	147	5%
3200 SICK / INJURY COMPLAINT	460	460	0%
3300 MISCELLANEOUS COMPLAINTS	925	826	-10.7%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%
3500 NON-CRIMINAL COMPLAINTS	572	321	-43.8%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	0%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	3037	3258	7.276%
3800 ANIMAL COMPLAINTS	63	54	-14.2%
3900 ALARMS	164	27	-83.5%
NON-CRIMINAL COMPLAINTS	0	0	0%
Group C Totals	5675	5423	-4.44%
2700 LOCAL ORDINANCES - GENERIC	0	0	0%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	2	1	-50%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4200 PARKING CITATIONS	0	1	0%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	1	0	-100%
4400 WATERCRAFT CITATIONS	0	0	0%
4500 MISCELLANEOUS A THROUGH UUUU	283	225	-20.4%
4600 LIQUOR CITATIONS / SUMMONS	0	0	0%
4700 COMMERCIAL VEHICLE CITATIONS	0	0	0%
4800 LOCAL ORDINANCE WARNINGS	0	0	0%
4900 TRAFFIC WARNINGS	0	0	0%

CLR-008 Monthly Summary Of Offenses (FC)

		Year To Date Through June		
Classification		2017	2018	%Change
TRAFFIC WARNINGS		0	0	0%
MISCELLANEOUS A THROUGH UUUU		0	0	0%
Group D Totals		286	227	-20.6%
5000 FIRE CLASSIFICATIONS		141	96	-31.9%
5100 18A STATE CODE FIRE CLASSIFICATIONS		0	0	0%
FIRE CLASSIFICATIONS		0	0	0%
Group E Totals		141	96	-31.9%
6000 MISCELLANEOUS ACTIVITIES (6000)		0	0	0%
6100 MISCELLANEOUS ACTIVITIES (6100)		0	0	0%
6200 ARREST ASSIST		0	0	0%
6300 CANINE ACTIVITIES		0	0	0%
6500 CRIME PREVENTION ACTIVITIES		0	0	0%
6600 COURT / WARRANT ACTIVITIES		0	0	0%
6700 INVESTIGATIVE ACTIVITIES		0	0	0%
INVESTIGATIVE ACTIVITIES		0	0	0%
COURT / WARRANT ACTIVITIES		0	0	0%
CANINE ACTIVITIES		0	0	0%
MISCELLANEOUS ACTIVITIES (6000)		0	0	0%
Group F Totals		0	0	0%
Totals for all Groups		6391	5996	-6.18%

Farmington City Council Staff Report	Council Meeting Date: July 16, 2018	Item Number 4G
Submitted by: City Manager		
Agenda Topic: Historic Commission's letter of support for the State to reinstate the Michigan Historic Tax Credit Program		
Proposed Motion: N/A		
Background: At one time the State gave tax credits for the rehabilitation of historic structures. This program was eliminated in 2011, but Senate Bill 469 and House Bill 5178, which are currently being considered, would give an up-to-25 percent investment tax credit for owners of historic residential and commercial properties who substantially rehabilitate their properties.		
Materials: Letter of support		

Farmington Historical Commission

A Resolution in Support of the Reinstatement of State Historic Tax Credits
Senate Bill 469/ House Bill 5178

WHEREAS, the historic buildings, neighborhoods and places in Michigan villages, towns and cities distinguish each community and provide character and a sense of place that contribute significantly to the quality of life and the economic benefits enjoyed by each community; and

WHEREAS, the preservation and rehabilitation of historic buildings, places and neighborhoods contributes to the beauty, character, and economic vitality of Michigan communities; and,

WHEREAS, the labor-intensive nature of historic rehabilitation creates jobs and investment in local businesses and has been proven to generate more economic activity than equivalent investment in new construction; and

WHEREAS, demolition or destruction of historic buildings creates costs to Michigan and its communities by destroying the often-irreplaceable construction and ornamental materials of each structure and by adding significantly to landfills; and

WHEREAS, development and redevelopment within established villages, townships and cities is encouraged by Governor Rick Snyder's ten-point program to "Reinvent Michigan" that includes goals to Restore Our Cities, Protect Our Environment, and Create More and Better Jobs; and

WHEREAS, many public policies and financial and lending practices and policies create disincentives or barriers to the preservation, renovation and rehabilitation of historic buildings and resources and create a preferential financial environment for new construction; and

WHEREAS, Michigan has measured the economic impacts of the former Michigan Historic Tax Credit programs between their enactment in 1999 and their elimination in 2011 and seen significant positive direct impacts on the revitalization of communities, the preservation and creation of affordable and market-rate housing, the creation of skilled local jobs, and the subsequent private investment in areas surrounding tax-credit-driven revitalization projects; and

WHEREAS, each \$1.00 of credit issued leverages \$11.37 in direct economic impact, such that the former Michigan Historic Tax Credit programs during their twelve-year history have leveraged \$251 million in Federal historic tax credits that otherwise would not have returned to Michigan, spurred \$1.46 billion in direct rehabilitation activity, and created 36,000 jobs; and

WHEREAS, the Michigan Legislature is presently considering Senate Bill 469 and House Bill 5178 that would reinstate an up-to-25 percent investment tax credit for owners of historic residential and commercial properties who substantially rehabilitate their properties;

NOW, THEREFORE, BE IT RESOLVED that the Farmington Historical Commission of the City of Farmington endorses and supports both Senate Bill 469 and House Bill 5178 and calls upon the Michigan Legislature to pass this important legislation and Governor Snyder to sign it, in order to stimulate appropriate development and redevelopment and protect the historic character and quality of life of our communities.

BE IT FURTHER RESOLVED THAT a copy of this Resolution be forwarded to the Michigan Historic Preservation Network.

Signature _____

Title _____

Date _____

**Farmington City Council
Staff Report**

**Council Meeting
Date:** July 16, 2018

**Item
Number
7A**

Submitted by: David Murphy, City Manager

Agenda Topic Consideration to Adopt a Resolution to Amend Water and Sewer Rates Effective July 1, 2018

Proposed Motion: Move to adopt a resolution amending Chapter 11 of the City Fee Schedule, as presented, which amends the water and sewer rates, effective July 1, 2018.

Background:

The Great Lakes Water Authority (GLWA) increased the rates it charges the City of Farmington by 2.97% for Water and 0.42% for Sewer. The proposed amendment to the fee schedule increases the rates Farmington charges to its customers by a similar percentage – 3.00% for Water and 0.50% for Sewer. It should be noted that the budget anticipated a higher increase from GLWA and a higher increase for customers. Subsequent to the approval of the budget, the GLWA notified the City of smaller rate increases and these savings will be passed on to the City's customers.

The rates will change as follows:

	Rates Effective 7/1/18	Rates Effective 7/1/17
Water Consumption Charge (per 1,000 gallons)	\$5.46	\$5.30
Water Fixed Charge (per quarter)	\$32.00	\$31.07
Sewer Consumption Charge (per 1,000 gallons)	\$6.83	\$6.80
Sewer Fixed Charge (per quarter)	\$37.27	\$37.08

For a resident with a family of 4 that uses 20,000 gallons per quarter, they will see an increase of \$4.92 per quarter.

City Administration is recommending that the City Council adopt the attached resolution amending Chapter 11 of the City Fee Schedule, as presented. This resolution amends the water and sewer rates, effective July 1, 2018. Customer bills would not increase until the September utility bill.

Materials:

Resolution to Amend Water and Sewer Rates
Chapter 11 of Fee Schedule

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

RESOLUTION NO.

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE WATER AND SEWER RATES, QUARTERLY GREAT LAKES WATER AUTHORITY (GLWA) FIXED WATER AND SEWER CHARGES, AND QUARTERLY INDUSTRIAL WASTE CHARGES AND INDUSTRIAL SURCHARGES, EFFECTIVE JULY 1, 2018.

Motion by _____, seconded by _____, to adopt the following resolution:

WHEREAS, the City received notification from the GLWA and Oakland County regarding proposed increased rates that will be charged for wastewater treatment and potable water that will impact the Fiscal Year 2018-19 Water and Sewer Fund Budget; and

WHEREAS, the increase in wastewater treatment rates will be 0.50% and the increase in water rates will be 3.00% for the Fiscal Year 2018-19; and

WHEREAS, the City received notification from the GLWA and Oakland County regarding the increased rates associated with the Industrial Waste Charges and Industrial Surcharges; and

WHEREAS, the City Manager's Proposed Fiscal Year 2018-19 Budget addressed the need to increase the water and sewer rates, the quarterly GLWA Fixed Water and Sewer Charges, and the quarterly Industrial Waste Charges and Industrial Surcharges in order to maintain the existing level of services and financial integrity of the Water and Sewer Fund.

NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby amends the City Fee Schedule, Chapter 11 – Water and Sewer Rates, effective July 1, 2018 as attached and made part of this resolution:

Chapter 11, Water and Sewer Rates

RESOLUTION NO.

Page 2

ROLL CALL

Ayes:

Nays: None.

Absent: None.

RESOLUTION DECLARED ADOPTED.

I, Susan K. Halberstadt, duly authorized Clerk for the City of Farmington, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Farmington City Council at a regular meeting held on Monday, July 16, 2018, in the City of Farmington, Oakland County, Michigan.

CITY OF FARMINGTON

Susan K. Halberstadt, City Clerk

CHAPTER 11

WATER AND SEWER RATES, FEES AND CHARGES

SECTION 1 – FARMINGTON METERED USERS

Water Consumption Charge	\$ 5.46 per 1,000 gallons of water used
GLWA Fixed Water Charge	\$32.00 per premise served, quarterly
Sewer Commodity Charge	\$ 6.83 per 1,000 gallons of water used
GLWA Fixed Sewer Charge	\$37.27 per premise served, quarterly

SECTION 2 – WHOLESALE AND OUTSIDE CUSTOMER WATER RATES

Farmington System to Other Systems	\$19.40 per thousand cubic feet
Farmington to Outside Customers	\$ 5.46 per 1,000 gallons of water used plus \$32.00 per premise served, quarterly
Farmington Evergreen System to Other system	\$19.83 per thousand cubic feet

SECTION 3 – WHOLESALE AND OUTSIDE CUSTOMER SEWER RATES

Farmington District to Other systems (wholesale)	\$56.04 per thousand cubic feet
Farmington Evergreen System to Other system (wholesale)	\$25.27 per thousand cubic feet
Farmington Evergreen District to Outside Customer	\$ 6.83 per 1,000 gallons of water used plus \$37.27 per premise served, quarterly

Note: The \$32.00 GLWA Fixed Water Charge and \$37.27 GLWA Fixed Sewer Charge will be assessed quarterly unless the account is closed and/or the meter removed.

SECTION 4 – CONNECTION FEES

Residential Water	\$1,200.00	RESOLUTION 04-17-016
Sewer	\$1,500.00	
Non-residential Water	Based on unit factor water consumption schedule published by Oakland County times the residential rate.	
Water	Based on unit factor water consumption schedule published by Oakland County times the residential rate.	

Effective 7/01/18
Amended 7/16/18

SECTION 5 - WATER TAP-INS

5/8 to 1 in. water tap & meter set	\$1,050.00
1 ½ in water tap & meter set	\$1,450.00
2 in. water tap & meter set	\$2,800.00
Other size taps	Time & Material plus 20%

Meter replacements are at cost including labor, equipment and materials.

SECTION 6 – SEWER TAP-INS

Time & material plus 20%

SECTION 7 – METER REMOVAL

\$55.00 (Includes reinstallation of same meter)

SECTION 8 – METER TESTING

Up to 1 in.	\$100.00
1 inc and over	Cost + 10%

SECTION 9 – HYDRANT USE

Permit	\$30.00
Deposit	\$100.00
Water Consumption Charge	\$5.46 per 1,000 gals
GLWA Fixed Water Charge	\$1.41 per 1,000 gals plus 20% special handling & processing

SECTION 10 – CONSTRUCTION WATER

Residential	\$150.00/month
Commercial	\$200.00/month

SECTION 11 – POOL FILLINGS

Hydrant meter, host (pick-up & delivery)	\$300.00
*Water-usage	\$5.46 per 1,000 gals plus 20% special handling & processing

Effective 7/01/18
Amended 7/16/18

SECTION 12 – UNMETERED WATER AND SEWER USAGE

In the event metering of water usage and/or sewage disposal is not feasible, the Director of the Department of Public works shall estimate, based on city and county usage date, the amount of water and/or sewer usage to charge un-metered users of the system.

SECTION 13 – PENALTY ON DELINQUENT ACCOUNTS

10%

***SECTION 14 – WATER TURN-ON**

\$50.00 (\$200.00 if after regular hours)

SECTION 15 – ACCOUNT SET UP FEE

\$20.00

SECTION 16 – TRANSFER OF DELINQUENT ACCOUNTS TO TAX ROLL

10% OF AMOUNT DUE, MINIMUM
\$50.00

SECTION 17 – BAD CHECK CHARGE

\$35.00

***SECTION 18 – IWC CHARGES & INDUSTRIAL SURCHARGES**

INDUSTRIAL WASTE CONTROL CHARGE

<u>Meter Size</u>	<u>Quarterly Charge</u>
5/8"	\$ 10.65
3/4"	\$ 16.02
1"	\$ 26.67
1 1/2"	\$ 58.68
2"	\$ 85.32
3"	\$ 154.65
4"	\$ 213.30
6"	\$ 319.92
8"	\$ 533.22
10"	\$ 746.52
12"	\$ 853.14
14"	\$1,066.44
16"	\$1,279.74
18"	\$1,493.01

Effective 7/01/18
Amended 7/16/18

INDUSTRIAL SURCHARGE RATES, PER EXCESS POUND

	RATE
1. Biochemical Oxygen Demand (BOD) In excess of 275 mg/per liter	\$0.483
2. Total suspended Solids (TSS) In excess of 350 mg/per liter	\$0.490
3. Phosphorus (P) In excess of 12 mg/per liter	\$7.228
4. Fats, Oils & Grease (FOG) In excess of 100 mg/per liter	\$0.465
5. Septage Disposal Fee Per 500 gallons of disposal	\$47.00

SECTION 19 – RULES AND REGULATIONS

1. BILLING:

Charges for water service and sewage disposal service shall be billed in the months of March, June, September and December of each year and such charges shall become due on the fifteenth day of the following April, July, October and January, respectively. The charge for water usage and sewage disposal may be billed as a combined charge per unit of usage. If such charges are not paid on or before such due date or within the grace period of seven days, then a penalty of ten (10) percent shall be added thereto, unless such penalty is waived by the City Treasurer for extenuating circumstances. In no case shall the penalty be waived more than once in any five-year period.

The following rules and regulations pertain to the use of hydrants by contractors:

1. Permit Requests for Hydrant Use shall be in writing and signed by the user.
2. Permits shall be issued by the Water and Sewer Department for the use of hydrants and the permit fee is nonrefundable.
3. A security deposit shall be required which may be refunded, provided that no damage occurs to the hydrant and that all charges for water used have been paid.
4. User will be charged on a monthly basis for water used. Water use shall be estimated by the Department of Water and Sewer.
5. The monthly charge shall be based on the water rate as approved by City Council.
6. All permits must be approved for location and time of use by the Department of Public Safety.

Effective 7/1/18, Amended 7/16/18

2. COLLECTION:

The charges for water service and sewage disposal service, which, under the provisions of Act No. 94 of the Public Acts of Michigan of 1933 (MCL 141.101 et seq., MSA 5.2731 et seq.), as amended, are made a lien on the premises to which furnished, are hereby recognized to constitute such lien; and the Director of Public Services of the department shall, annually, on May first, 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. In addition to such charges the property owner shall be assessed an administrative charge of 10% of the amount owing with a minimum of fifty dollars (\$50.00). In cases where the city is properly notified in accordance with Act 94 of 1933, that a tenant is responsible for water or sewage disposal service charges, no such service shall be provided or continued to such premises until there has been deposited with the Department of Public Services, a sum sufficient to cover two (2) times the average quarterly bill for such premises as estimated by the Director of Public Services, such deposit to be in no case less than fifty dollars (\$50.00). Where the water service to any premises is turned off to enforce the payment of water service charges or sewage disposal service charges, the water service shall not be reinstated until all delinquent charges have been paid and a deposit as in the case of tenants is made, and there shall be a water turn-on charge of two hundred dollars (\$200.00) unless the turn-on is made during normal working hours, in which case the charge will be fifty dollars (\$50.00). In any other case where, in the discretion of the Director of Public Services, the collection of charges for water or sewage disposal service may be difficult or uncertain, the Director of Public Services may require a similar deposit. Such deposits may be applied against any delinquent water or sewage disposal service charges and the application thereof shall not affect the right of the Department of Public Services to turn off the water service and/or sewer service, to any premises for any delinquency thereby satisfied. No such deposit shall bear interest and such deposit, or any remaining balance thereof, shall be returned to the customer making the same when he shall discontinue receiving water and sewage disposal service or, except as to tenants as to whom notice of responsibility for such charges has been filed with the city, when any eight (8) consecutive quarterly bills shall have been paid by the customer with no delinquency.

Water and/or sewage disposal service to non-residential premises will be turned off if the payment of water service charges and/or sewage disposal service charges become delinquent and a payment plan for the delinquent charges has not been requested by the property owner and approved by the City Manager. Service will not be reinstated until all delinquent charges have been paid.

Amended 6/4/07 Effective 7/1/07

**SECTION 20 – EXHIBIT A
COMPONENTS OF CHARGES FOR WHOLESALE AND/OR OUTSIDE WATER
USERS:
WATER ONLY**

<u>Farmington System</u>	<u>Wholesale</u>
GLWA Consumption Rate	\$8.43 MCF
GLWA Fixed Water Charge	10.54 MCF
Transportation	<u>.43 MCF</u>
	\$19.40 MCF
	<u>Direct Service</u>
City Rate	\$ 5.46 per 1,000 gallons of water used
GLWA Fixed Water Charge	\$32.00 per bill
<u>Farmington-Evergreen Arm</u>	<u>Wholesale</u>
GLWA Consumption Rate	\$8.43 MCF
GLWA Fixed Water Charge	10.54 MCF
Oakland/Farmington Hills Transportation	.43 MCF
Farmington Transportation	<u>.43 MCF</u>
	\$19.83 MCF

**COMPONENTS OF CHARGES FOR WHOLESALE AND/OR OUTSIDE SEWER
USERS:**

SEWER ONLY

<u>Farmington System</u>	<u>Wholesale</u>
GLWA Fixed Sewer Charge	\$27.84 MCF
Farmington System Cost O & M	<u>28.20 MCF</u>
Total City Wholesale Rate:	\$56.04 MCF
<u>Farmington Evergreen System</u>	
Farmington Rate	\$25.27 MCF
	<u>Direct Service</u>
City Rate	\$6.83 per 1,000 gallons of water used
GLWA Fixed Sewer Charge	\$37.27 per bill

Effective 7/1/18
Amended 7/16/18

Farmington City Council Agenda Item	Council Meeting Date: July 16, 2018	Item Number 7B	
Submitted by Frank Demers, Public Safety Director			
Agenda Topic: Request to Approve Purchase of one (1) 2019 Ford Police Interceptor Utility Vehicle			
Proposed Motion Approve FY 2018/19 budget request to purchase (1) 2019 Ford Interceptor Police Utility Vehicle from Gorno Ford in the amount of \$27,395.00.			
Background The public safety department requests the purchase of one (1) 2019 Ford Interceptor Utility Vehicle. The purchase is part of the ongoing replacement program for public safety patrol vehicles. Gorno Ford has provided a list price of \$27,395 for the patrol vehicle. Competitive bid prices were obtained from Signature Ford (\$27,808) and Jorgensen Ford (\$32,209). Financial Impact This is a budgeted expenditure and the vehicle will be purchased with funds from the drug forfeiture account.			
Materials Attached (Purchase Requisition)			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

PURCHASING REQUISITION

The city's purchasing policy requires that (1) any purchase over \$4,000 be approved by Council; (2) any purchase over \$1,000 be by competitive bid, and (3) other purchases be based on three comparative quotations.

Vendor: Gorno Ford

Date: June 18, 2018

Address: 22025 Allen Rd
Woodhaven, MI 48183

Delivery required by: **After** July 1, 2018

Attn: Eddie Williams

Delivery to: Farmington Public Safety Dept.
Director Frank Demers

Phone: 1-888-923-5338
Fax P.O. to: 734-671-4375

Purchase Order No. Demers

Budget Account	Quantity	Description	Unit Price	Amount
345-977	1	2019 Ford Interceptor Utility Vehicle	\$27,395	\$27,395

NOTE: Exterior color; Oxford White
Interior color; black (see attached, 2018/19 Farmington Public Safety Department, Patrol Vehicle Purchase Request)

Shipping: Total: \$27,395

Material safety data sheet required:

Approved by: _____
Department
Purchasing
City Manager

.....
COMPARATIVE QUOTATIONS

Name: Signature Ford
Bill Campbell
Phone: 1-888-923-5338

Name: Jorgensen Ford
Bill McCarthy
Phone: 313-584-2250

Name:
Phone:

Gorno Ford per vehicle
price is \$27,808

Jorgensen Ford per vehicle
price is \$32,209

If comparative prices were not sought, indicate why.

- unique item
- time value
- state / county bid
- other, explain: City vendo

If the lowest quotation was not accepted, indicate why.

- quality
- service
- other, explain:
- delivery time

Farmington City Council Agenda Item	Council Meeting Date: July 16, 2018	Item Number 7C	
Submitted by: Kevin Christiansen, Economic & Community Development Director			
<u>Agenda Topic</u> Consideration of Proposal to Update City of Farmington Master Plan			
<u>Proposed Motion</u> Accept OHM Proposal to Update the City of Farmington Master Plan as Recommended by the Master Plan Review Committee and to Authorize the City Manager to Execute a Professional Services Agreement in a Form and Manner Approved by the City Attorney's Office.			
<u>Background</u> <p>On March 23, 2018, the City of Farmington issued a requested for proposals (RFP) from qualified consultants to assist the Farmington community in reviewing and updating its Master Plan. Proposals were accepted until April 27, 2018. The City received 7 proposals in accordance with and in response to the Request For Proposals – Farmington Master Plan Update 2018. Interviews with selected consultants based upon their submitted proposals were held by the Master Plan Review Committee consisting of the Mayor, Planning Commission Chairperson, City Manager, Economic and Community Development Director, and the Downtown Development Authority Executive Director and Assistant to the City Manager.</p> <p>The City first adopted a Master Plan in 1966; with its last revision in 2009. Since then, the City has been diligent in planning and redevelopment with the creation of the 2013 Vision Plan, 2013 Grand River Corridor Improvement Authority Vision Plan, 2015 Rouge River Nature Trail Project Plan, and 2015 Downtown Area Plan, along with a retail market analysis and housing study. The City has most recently revised both its Recreation Master Plan and Downtown Master Plan and completed an updated parking study (appendix of Downtown Master Plan); and is continuing updating its 6-year Capital Improvement Program in conjunction with the Master Plan.</p> <p>The Master Plan Review Committee interviewed 4 selected consultants, Giffels Webster, McKenna, Beckett & Raeder, and OHM Advisors. OHM is unanimously recommended by the Committee to be awarded the Farmington Master Plan Update 2018 based upon their proposal and interview, in accordance with their adjusted Approach & Schedule and their Revised Estimated Costs. The total cost of Master Plan Update as proposed will be a maximum of \$50,000 which is identified and provided for in the 2018-2019 City of Farmington Annual Budget.</p> <p>A copy of the OHM proposal is available on the City website. Copies of all submitted proposals are available for review at City Hall.</p>			
<u>Materials Attached</u> City of Farmington Request For Proposals – Farmington Master Plan Update 2018 OHM Amended Proposal – Adjusted Approach & Schedule and Revised Estimated Costs			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

Kevin Christiansen - Master Plan

From: Matt Parks <matt.parks@ohm-advisors.com>
To: "kchristiansen@farmgov.com" <kchristiansen@farmgov.com>
Date: 6/13/2018 10:21 AM
Subject: Master Plan
Cc: Aaron Domini <Aaron.Domini@ohm-advisors.com>, Heather Bowden <Heather.Bo...>
Attachments: Farmington_MasterPlan_Final.pdf

Kevin –

Please accept this email and attachments as our amended proposal based on our discussion last week. We again, really appreciate the opportunity and can't wait to get started on this. As we discussed, we needed to slightly modify the scope to meet your budgetary needs. We can achieve the original project purpose and objectives under a modified budget and scope by pulling back slightly on a few tasks, and getting City staff assistance during outreach and meetings tasks. We will cover very specific details in our kickoff but the attachment outlines costs by phase and also a general scope and schedule.

If you have specify questions, don't hesitate to reach out. If needed Aaron is available to discuss the scope and budget in more detail. Also, I highly recommend that the contingency budget that we have listed as optional is considered so if additional efforts or tasks beyond our scope are requested we can act quickly and not have to wait to go back to council to get approved. This will give you and the planning steering committee some flexibility on how we are used.

Feel free to call with any questions. I'm happy to memorialize these comments in a letter if you wish to place that in the council packet.

MATT PARKS

PRINCIPAL

OHM Advisors®**D (734) 466-4579 | C (248) 444-8984 | O (734) 522-6711***Advancing Communities®***OHM-Advisors.com** | [twitter](#) | [facebook](#) | [vimeo](#) | [linkedin](#)

Award Winning By Design: Engineering News-Record (ENR)'s Top 500 Design Firms, 2018 | The Zweig Group Hot Firm List, 2018 | Metro Detroit's Best and Brightest Companies to Work For, 2017 | Columbus CEO Magazine's Top Workplaces in Central Ohio Award, 2016 | Zweig Group Best Firms To Work For, 2016

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Timeframe Flow Chart

Approach & Schedule



Estimated Costs



PHASE I

Project Initiation: \$8,300

PHASE II

Understanding the Context: \$6,500

PHASE III

Engage and Listen: \$11,000

PHASE IV

Developing the Plan: \$12,600

PHASE V

Finalizing the Plan/Implementation: \$11,600

Project Contingency (Optional): \$5,000

TOTAL COST

\$50,000



**REQUEST FOR PROPOSALS
FARMINGTON MASTER PLAN UPDATE 2018**

**ISSUED: MARCH 23, 2018
SUBMITTAL DEADLINE: FRIDAY, APRIL 27, 2018 AT 2:00 P.M.**

REQUEST FOR PROPOSALS
FARMINGTON MASTER PLAN UPDATE 2018

INTRODUCTION

The City of Farmington is requesting proposals from qualified consultants to assist the Farmington community in reviewing and updating its Master Plan. The City will accept proposals until 2:00 p.m. on Friday, April 27, 2018

BACKGROUND

The city of Farmington, at 2.7 square miles in size, is located within the Metropolitan Detroit area of southern Oakland County surrounded by Farmington Hills to the north, east, and west and by Livonia to the south. The city was incorporated in 1926, and functions on a Mayor-Council (Council-Manager) government that employs a City Manager. The City Manager is responsible for managing the daily operations of the City and coordinating efforts to meet the goals and objectives established by the City Council. City services include water, wastewater storm water, police, and fire protection.

The City Council receives recommendations in the governing of the City from various Boards and Commissions, including the Downtown Development Authority, Planning Commission, and Grand River Corridor Improvement Authority.

The city is centered at the intersection of Grand River Avenue and Farmington Road with a blend of modern and historical features. Farmington is home to 10,372 residents according to the 2010 U.S. census. Farmington's character has always been appealing to families with its many neighborhoods and natural features; but is now also attracting young professionals and singles with its residential redevelopment efforts and eclectic businesses.

The City of Farmington is divided into five (5) distinct characteristic areas:

- Central Business District
- Residential Neighborhoods
- Historic District
- Commercial Corridor (Grand River, Farmington, and Orchard Lake)
- River Valley

The City first adopted a Master Plan in 1966; with its last revision in 2009. Since then, the City has been diligent in redevelopment with the creation of the 2013 Vision Plan, 2013 Grand River Corridor Improvement Authority Vision Plan, 2015 Rouge River Nature Trail Project Plan, and 2015 Downtown Area Plan along with a housing study. The City has most recently revised its Recreation Master Plan, Downtown Master Plan, and parking study (appendix of Downtown Master Plan); and is updating its Capital Improvement Program in conjunction with the Master Plan. These plans are all available for reference on the City's website: www.farmgov.com.

PLAN OBJECTIVES

1. Conduct visioning sessions with the City of Farmington City Council, Planning Commission, and municipal administrative staff.
2. Review the current City of Farmington Master Plan and identify relevant sections that should remain, be revised, or be removed. This review should include recognition of deficiencies of the current plan and identification of elements that should be incorporated into the updated plan.
3. Incorporate current planning documents where relevant: 2013 Vision Plan, 2013 Grand River Corridor Improvement Authority Vision Plan, 2015 Rouge River Nature Trail Project Plan, 2015 Downtown Area Plan, Recreation Master Plan, Downtown Master Plan, 2019-2024 Capital Improvement Program, and housing and parking studies.
4. Define a clear direction of how and where development/re-development should occur over the next 10, 15, and 20 years.
5. Determine a specific implementation plan for immediate short- and long-term goals.

SUBMITTAL AND SCHEDULE

1. Submit all required materials as detailed in the Evaluation Criteria and Proposal Content section on the following pages. Include **one (1) unbound original, ten (10) copies of each, and a disc or flash-drive containing an electronic copy.**
2. Submit proposal no later than **2:00 p.m. Friday, April 27, 2018** in a sealed package clearly marked as indicated:

**COMPANY/FIRM NAME
"PROPOSAL TO UPDATE
2018 CITY OF FARMINGTON MASTER PLAN
FARMINGTON, MICHIGAN"**

3. Proposal shall be submitted to:
**Lisa McGill, Administrative Assistant
Economic & Community Development
City of Farmington
23600 Liberty Street
Farmington, MI 48335**

Any questions concerning the Proposal shall be directed to:
**Kevin Christiansen, AICP, PCP
Economic & Community Development Director
(248) 474-5500 x2226 Office
(248) 756-4550 Cell
kchristiansen@farmgov.com
Please submit any questions by April 9, 2018.
Responses will be available upon request on April 13, 2018**

4. The following schedule has been established:

• ADVERTISE REQUEST FOR PROPOSAL (RFP)	MARCH 23, 2018
• QUESTION AND ANSWER PERIOD DEADLINE	APRIL 9, 2018
• RFP SUBMITTAL DEADLINE	APRIL 27, 2018
• INTERVIEWS	MAY 1, 2018
• AWARD OF CONTRACT BY CITY COUNCIL	MAY 21, 2018

5. Access to the last updated City of Farmington Master Plan is available at:
http://ci.farmington.mi.us/City-Services/Economic-Community-Development/Planning-and-Redevelopment/MasterPlan_090713.aspx

6. Proposals shall be opened and identified at 2:00 p.m. on Friday, April 27, 2018 in City Council Chambers located at 23600 Liberty Street.

7. The City of Farmington reserves the right to reject any or all responses to this RFP, to advertise for new RFP responses, or to accept any RFP response deemed to be in the best interest of the City. A response to this RFP should not be construed as a contract, nor indicate a commitment of any kind. The RFP does not commit the City to pay for costs incurred in the submission of a response to this RFP or for any cost incurred prior to the execution of a final contract.

PROPOSAL CONTENT

1. **Letter of Interest** – Cover letter indicating interest in the project and identifying the firm’s ability to provide services needed.

2. **Introduction** – A brief description of the firm including the number of years the firm has been in existence, range of professional services, office locations, and staff size.

3. **Work Program** – In the project overview, describe the general project approach and process to be employed, describe a process approach that was used in the past to successfully complete similar project, describe the proposed project schedule including timeline of major milestones, deliverables, and completion.

4. **Experience and Qualifications** – A brief description of the firm’s prior work relevant to this RFP including the name, address, and phone number of client references and the primary contact persons.

5. **Consultant Personnel** – Identify individuals from the firm’s professionals and other who will work on the project along with a brief summary of the individual and their experience.

6. **List of Clients** – Provide a list of comparable clients for which similar services have be provided in addition to contact information.

7. **Timeframe Flow Chart** – Submit a flow chart with estimated project timeframe for meeting important project targets.

8. **Estimated Costs** – Submit cost estimates for Master Plan Objectives and overall completion.

SELECTION PROCESS

Proposals will be reviewed by The Master Plan RFP Review Committee. The Committee reserves the right to request additional information from firms submitting proposals. The following criteria will be considered in evaluation of the proposals and the recommendation of up to three (3) consultants by the Committee:

1. Capabilities and previous experience in comparable projects and specialized experience and technical competence of the consultant.
2. The firm's general approach to the project. Although the City has identified the general nature of services required, the consultant is given leeway toward the approach to the methodology to provide the proposed services.
3. Past record of performance on contracts with other governmental agencies including such factors as quality of work, cost control, and demonstrated ability to meet scheduled deadlines.
4. Capacity of the candidate to perform the work in a timely manner and affirmatively respond to the inquiries and schedule of the City and dedicate the appropriate personnel as the schedule dictates.
5. Qualifications of individuals who will have direct involvement in tasks on this project.
6. Compatibility with the City's financial obligations.

Farmington City Council Agenda Item	Council Meeting Date: July 16, 2018	Item Number 7E	
Submitted by: David M. Murphy, City Manager			
<u>Agenda Topic</u> Consideration to approve Consent to Second Extension of Sale of Land Agreement with the Ten Mile Development Group, LLC, in connection with the sale of the former 47 th District Courthouse Property			
<u>Proposed Motion</u> Move to approve Consent to Second Extension of Sale of Land Agreement with the Ten Mile Development Group, LLC,			
<u>Background</u> City Council approved a Sale of Land Agreement with Ten Mile Development Group, LLC, for the sale of the old courthouse building back in October 2017. The agreement required the Purchaser to get PUD Plan approval within 6 months and then close shortly after that. The City and the Purchaser extended the date to accomplish those things by 120 days back in April 2017. The Purchaser has in fact now gotten both PUD Plan approval and final PUD site plan approval (as of June 25, 2018). However, the City and the Purchaser have not completed one task that must be completed before there can be a closing on the sale – the termination of an easement held by the Farmington Public Schools over a portion of the courthouse property. The Purchaser has been focused on getting plan approvals, and the District’s meetings have been limited. Attached is a proposed extension of the date for closing by an additional 45 days, which should be enough to complete the documents necessary to accomplish the easement termination and get the matter before the District for consideration.			
<u>Materials Attached</u> Consent to Second Extension of Sale of Land Agreement Consent to Extend Sale of Land Agreement (executed) Sale of Land Agreement (executed)			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

**CITY OF FARMINGTON
10 MILE DEVELOPMENT GROUP, L.L.C.
CONSENT TO SECOND EXTENSION OF SALE OF LAND AGREEMENT**

This Extension is made and entered into this ____ day of July, 2018, by and between the CITY OF FARMINGTON, a Michigan municipal corporation, whose address is 23600 Liberty, Farmington Hills, MI 48335 (the "City") and 10 MILE DEVELOPMENT GROUP, L.L.C., a Michigan limited liability company, whose address is 31000 Northwestern Highway, Suite 145, Farmington Hills, MI 48334 (the "Purchaser").

RECITALS

A. The City and Purchaser entered into a Sale of Land Agreement dated October 19, 2017 (the "Agreement").

B. The Sale of Land Agreement contemplated, at paragraph 4, approval of PUD within a six-month period following the date of the submission by the Purchaser of a complete PRO application.

C. In addition, paragraph 6 of the Agreement states that if certain Conditions Precedent are not satisfied or waived within six months of the date of the Agreement, except as otherwise provided in the Agreement, either party may declare the Agreement without further force and effect.

D. The parties on April 19, 2018, extended the date set forth in paragraphs 4 and 6 an extra 120 days, until August 6, 2018.

E. Purchaser has accomplished final PUD approval as contemplated in paragraph 4. However, the Conditions Precedent have not yet been satisfied. In particular, the parties have not yet achieved "Termination of the cross-access agreement recorded at Liber 7438, Page 485 of Oakland County Records."

F. The parties wish to extend the dates set forth in paragraph 6 for an additional four 45 days.

NOW, THEREFORE, the parties agree as follows:

1. The dates referenced in paragraph 6 as noted above are hereby extended an additional 45 days.

2. In all other respects, the Sale of Land Agreement shall remain in full force and effect as originally approved and executed.

WITNESSES:

CITY OF FARMINGTON
a Michigan municipal corporation,

By _____
Steven Schneemann, Mayor

By _____
Sue Halberstadt, City Clerk

WITNESSES:

10 MILE DEVELOPMENT GROUP, LLC,
a Michigan limited liability company,

By _____
Francis Boji, Member

**CITY OF FARMINGTON
10 MILE DEVELOPMENT GROUP, L.L.C.
CONSENT TO EXTEND SALE OF LAND AGREEMENT**

This Extension is made and entered into this 19th day of April, 2018, by and between the CITY OF FARMINGTON, a Michigan municipal corporation, whose address is 23600 Liberty, Farmington Hills, MI 48335 (the "City") and 10 MILE DEVELOPMENT GROUP, L.L.C., a Michigan limited liability company, whose address is 31000 Northwestern Highway, Suite 145, Farmington Hills, MI 48334 (the "Purchaser").

RECITALS

A. The City and Purchaser entered into a Sale of Land Agreement dated October 19, 2017 (the "Agreement").

B. The Sale of Land Agreement contemplated, at paragraph 4, approval of PUD within a six-month period following the date of the submission by the Purchaser of a complete PRO application.


C. In addition, paragraph 6 of the Agreement states that if certain conditions precedent are not satisfied or waived within six months of the date of the Agreement, except as otherwise provided in the Agreement, either party may declare the Agreement without further force and effect. The parties wish to extend the dates set forth in paragraphs 4 and 6 for an additional four (4) months.


NOW, THEREFORE, the parties agree as follows:

1. The dates referenced in paragraphs 4 and 6 as noted above are hereby extended an additional 120 days.

2. In all other respects, the Sale of Land Agreement shall remain in full force and effect as originally approved and executed.

WITNESSES:





CITY OF FARMINGTON

a Michigan municipal corporation,

By



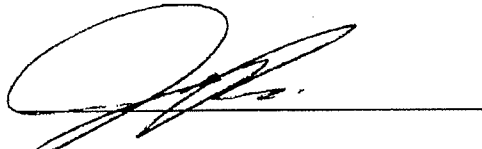
Steven Schneemann, Mayor

By



Sue Halberstadt, City Clerk

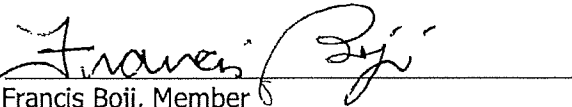
WITNESSES:



10 MILE DEVELOPMENT GROUP, LLC,

a Michigan limited liability company,

By



Francis Boji, Member

**CITY OF FARMINGTON
10 MILE DEVELOPMENT GROUP, LLC
SALE OF LAND AGREEMENT**

THIS SALE OF LAND AGREEMENT ("Agreement"), made and entered into this 19th day of October, 2017, by and between the City of Farmington, a Michigan municipal corporation, whose address is 23600 Liberty Street, Farmington, Michigan 48335 (the "City"), and 10 Mile Development Group, LLC, a Michigan limited liability company, whose address is 31000 Northwestern Highway, Suite 145, Farmington Hills, MI 48334 (the "Purchaser").

R-E-C-I-T-A-L-S:

- A. City is the owner of a certain parcel of real estate located in Farmington, Oakland County, Michigan, a legal description of which is attached hereto as Exhibit A and made a part hereof (the "Property"), at which location the 47th District Court previously operated in the building on the Property. The building is now vacant;
- B. Purchaser desires to acquire the Property for development;
- C. City desires to sell the Property to Purchaser, or a permitted assign of Purchaser as described herein, in consideration for payment of the Purchase Price and compliance with the terms and conditions set forth in this Agreement; and
- D. City and Purchaser desire to set forth their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements for each party to the other hereinafter set forth, Purchaser and the City agree as follows:

1. For the Purchase Price and subject to the terms and conditions contained in this Agreement, City agrees to sell to Purchaser, and Purchaser agrees to purchase from City, the Property. For all purposes hereunder, the term "Property" shall incorporate the land described on **Exhibit A**, together with all improvements thereon, and all oil, gas and mineral rights, and all land divisions available to City as owner and permitted under the Michigan Land Division Act and all privileges, tenements, hereditaments, appurtenances and other rights and benefits belonging or in any way appertaining to the land.

2. The "Purchase Price" for the Property shall be Two Hundred Fifty Thousand Dollars (\$250,000.00) to be paid via wire transfer or certified funds to the City at the Closing. The Purchase Price was offered by Purchaser in its Proposal to purchase the Property and develop the site, a copy of which is attached hereto and incorporated herein by this reference as **Exhibit B** (the "Proposal"), except to the extent any terms or conditions differ from the terms and conditions stated in this Agreement, which shall control in the event of a conflict. Upon execution of this Agreement, Purchaser will deposit a certified check in the amount of Twenty Thousand Dollars (\$20,000.00) with the City as Bid Security, which funds shall be retained by the City under this Agreement as Purchaser's good faith deposit ("Security Deposit"). The Security Deposit funds shall

be credited to Purchaser at the Closing or otherwise applied pursuant to the terms of this Agreement.

3. As evidence of title, City agrees, at City's sole cost and expense, to furnish Purchaser, as soon as possible, but in no event later than fifteen (15) days after the date hereof, a title commitment from First American Title Insurance Company (the "Title Company"), along with copies of all back-up documentation, and to issue to Purchaser, at or as soon as possible after Closing, its standard form of Owner's Title Insurance Policy, in the amount of the Purchase Price, insuring title to the Property to be in good and marketable condition, except for the Permitted Encumbrances described below.

If Purchaser notifies City in writing within ten (10) days after the date of receipt of the title commitment that the title is not in the condition required for performance hereunder, City agrees to provide Purchaser with a revised title commitment evidencing that such defect has been remedied in a manner either acceptable to the Title Company such that it is insured over or removed from the exceptions to coverage or acceptable to Purchaser. City will be required to use reasonable efforts to remedy any such objection within ten (10) days from its receipt of Purchaser' title objections. If City is unable to remedy such objection after using reasonable efforts within said ten (10) day period, Purchaser shall have a period of ten (10) days after it receives written notice from City that such objection has not been remedied to elect in writing to either (a) proceed with this transaction, in which event the Deed for the Property will be executed and delivered subject to any such defects (the "Waived Defects"); or (b) to terminate this Agreement without further liability on the part of either party and to immediately receive a full reimbursement from the City of the Security Deposit as its sole and exclusive remedy. Failure of Purchaser to timely elect an option shall be deemed to mean that Purchaser has elected to proceed.

Within thirty (30) days following the date of this Agreement, Purchaser, at its sole cost and expense, shall order a current ALTA survey ("Survey") of the Property for Purchaser's benefit and use. The Survey shall be certified to Purchaser and the Title Company. The Survey shall be in compliance with ALTA minimum standards for land title surveys and shall be sufficient to permit the Title Company to modify the standard printed exception in the Owner's Policy of Title Insurance pertaining to discrepancies in area of boundary lines, encroachments, overlapping of improvements, or similar matters (herein called the "Survey Exception"). The Survey shall also indicate whether or not the Property is located within an existing or proposed flood plain or flood prone area, as may be designated by the U.S. Army Corps of Engineers or other applicable governmental authorities, and identify each and every, if any, flood-hazardous area within the Property.

If Purchaser notifies City in writing within ten (10) days after the date of receipt of Survey that the Property is not in the condition required for performance hereunder, City agrees to provide Purchaser with evidence that such defect has been remedied in a manner acceptable to Purchaser. City will be required to use reasonable efforts to remedy any such objection within ten (10) days from its receipt of Purchaser' objections. If City is unable to remedy such objection after using reasonable efforts within said ten (10) day period, Purchaser shall have a period of ten (10) days after it receives written notice from City that such objection has not been remedied to elect in writing to either (a) proceed with this transaction, in which event the Deed for the Property will be executed and delivered subject to any such defects (the "Waived Defects"); or (b) to terminate this Agreement without further liability on the part of either party and to immediately receive a full

reimbursement from the City of the Security Deposit as its sole and exclusive remedy. Failure of Purchaser to timely elect an option shall be deemed to mean that Purchaser has elected to proceed.

The Deed executed at the Closing will be delivered subject to the Waived Defects; other matters shown in the title insurance commitment or Survey which are not objected to by Purchaser as provided above; the parking lot and drive agreement between the Farmington Public School District and the Farmington Building Authority dated January 19, 1979, recorded at Liber 7438, Page 485 of Oakland County Records; the lien of taxes not yet due and payable as of Closing; the unimproved platted streets and lots of the Farmington Woods Subdivision that underlay the Property; and liens arising out of the acts or omissions of Purchaser or any of its agents, contractors or employees (collectively, the "Permitted Encumbrances").

Purchaser acknowledges that the Property lies within the Farmington Woods Subdivision, and that, although the Property has been improved with a building (the former courthouse), the underlying, unimproved streets and lots have never been vacated. Purchaser acknowledges that the City has vacated the streets within the Property by Council resolution. Purchaser further acknowledges that the City may (but is not obligated) commence litigation in the Oakland County Circuit Court to vacate such streets and lots under the process described in the Land Division Act. Purchaser will assist as required with regard to such litigation, provided that the cost of such litigation shall be borne entirely by the City and Purchaser shall not be required to participate in any costs related to such litigation.

4. Provided that Purchaser has not terminated this Agreement under Paragraphs 3 or 5, as soon as possible, but in no event later than sixty (60) days after the date hereof, Purchaser agrees, at its sole cost and expense, to fully and completely submit an application for approval of a Planned Unit Development ("PUD") on the Property that complies with the City's Zoning Ordinance requirements for PUDs and that contains all plans, maps, elevations, details and information required under the City's Zoning Ordinance and other applicable ordinances. Such application for PUD approval shall substantially conform to the conceptual plans and narrative submitted as part of the Proposal submitted by Purchaser to the City, attached hereto as **Exhibit B**, which contemplates Single Family Residential Development of approximately 14 single-family homes.

Following submittal of such application, Purchaser shall supplement its application materials as necessary to address issues, if any, raised by the Planning Commission and City Council upon review and shall continuously pursue approval of said PUD.

In the event Purchaser (a) fails to timely submit its completed PUD Application, or (b) fails to diligently pursue approval of the application as required herein, after giving Purchaser notice and thirty (30) days to cure, the City may declare this Agreement to be without further force and effect and the Security Deposit shall be forfeited as liquidated damages to the City as its sole and exclusive remedy.

City agrees to process and review Purchaser's submittals on a timely basis under applicable laws and ordinances. In the event the Parties comply in good faith with this provision, but the PUD is not approved within a six (6)-month period following the date of submission by Purchaser of a complete PRO application, then either party may declare this Agreement to be without further force and effect in a written notice to the other party and Purchaser shall receive a full

reimbursement from the City of the Security Deposit as its sole and exclusive remedy.

Notwithstanding anything else in this Agreement, City retains all its right and discretion under applicable law and ordinances to approve, reject, or approve with conditions any proposed PUD and PUD Agreement, and this Agreement does not limit or waive its zoning or police power authority in any way. City's failure to approve the PUD Plan or the PUD Agreement shall not constitute a default or breach for the purposes of this Agreement. Purchaser understands and agrees that it shall be required to comply with all applicable City ordinances and partake in one or more public hearings concerning its PUD proposal, and that this Agreement in no way constitutes, nor shall it be construed or interpreted to constitute, approval or a promise to approve the PUD or any development of any portion of the Property, as to which the City reserves the full right of its review and approval authority under ordinance and law. City makes no representation in this Agreement that the PUD Plan and PUD Agreement will be approved. Additionally, this Agreement in no way vests, nor shall it be construed or interpreted to vest, any rights to own, occupy, use or develop any portion of the Property prior to the Closing. The provisions of this paragraph shall survive the Closing of this transaction.

For purposes of the foregoing, the PUD shall be deemed approved when the City Council adopts a resolution approving Purchaser's final PUD plan and a PUD Agreement that is mutually satisfactory to Purchaser and City. The PUD Agreement shall provide that the Property shall be developed in accordance with its provisions and the PUD plan, that the PUD approval and PUD Agreement are binding on Purchaser and its successors and assigns, and that it shall be recorded at the Oakland County Register of Deeds and run with the land.

5. Purchaser will have the right to make such tests on the Property as may be deemed reasonable by Purchaser for purposes of inspecting the condition of the Property and the feasibility of developing the Property as intended by this Agreement and preparing and submitting its PUD plan and application materials to the City; provided that Purchaser will be responsible for repairing any damage caused thereby in the event any party fails to consummate the transaction contemplated by this Agreement. It is agreed that, upon 24 hours' notice to the City, Purchaser, or its agents, contractors or employees shall have free access to the Property during regular City business hours for the purpose of performing said tests. Prior to any entry upon the Property, Purchaser shall obtain liability insurance, naming City as an additional insured thereon, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and shall provide City with a certificate evidencing the procurement of such insurance. Purchaser shall indemnify, defend and hold City harmless from and against any and all claims, damages, liabilities and expenses, including but not limited to attorney fees, incurred by or asserted against the City which arise out of or are related to any of Purchaser's activities under this paragraph. The provisions of this paragraph shall survive the Closing of this transaction. If within sixty (60) days from the effective date of this Agreement, Purchaser, in its sole discretion, determines that it is not satisfied with the condition of the Property, Purchaser shall have the right to terminate this Agreement by providing City with written notice of termination, in which event the Security Deposit shall be returned to Purchaser and the parties shall have no further rights or obligations under this Agreement.

6. Purchaser and City agree that this Agreement and the obligations hereunder are subject to and conditioned upon the occurrence of the following "Conditions Precedent" to the Closing:

- A. Approval of the PUD Plan and a PUD Agreement in form and substance set forth mutually acceptable to Purchaser and City, with an approved final site plan to be attached to said PUD Agreement that is generally consistent with the conceptual plans (and narrative) submitted as part of Purchaser's Proposal; and
- B. Receipt by Purchaser of a certified copy of the City's resolution evidencing such approval.
- C. Termination of the cross-access agreement recorded at Liber 7438, Page 485 of Oakland County Records.

If the foregoing Conditions Precedent are not satisfied or waived within six (6) months from the date of this Agreement, except as otherwise provided in this Agreement, either party may declare this Agreement to be without further force and effect in a written notice to the other party and Purchaser shall receive a full reimbursement from the City of the Security Deposit as its sole and exclusive remedy, provided that it is not otherwise in default, including as provided in paragraph 4 above.

7. Subject to the terms and conditions of this Agreement, the purchase/sale transaction contemplated under this Agreement shall be consummated at a meeting of the parties (the "Closing") which shall take place at the offices of the Title Company on a mutually agreed date and time within thirty (30) days after the occurrence of the Conditions Precedent set forth in Paragraph 6, above. At the Closing, City shall execute and deliver to Purchaser (as required) and Purchaser shall execute and deliver to City (as required) the following:

- A. The representative of each party shall deliver to the other evidence of their authority to enter into and to consummate this transaction.
- B. A closing statement showing the pro rations, adjustments, and credits as set forth in this Agreement. City shall pay the cost of the title policy, real estate transfer taxes and deed documentary stamps and one-half the Title Company closing fee. Purchaser will pay all other closing costs and the costs of recording the Deed and any other documents requiring recordation and one-half the Title Company closing fee. City and Purchaser shall be responsible for their own attorney fees up to and including the Closing, except Purchaser shall be responsible for any attorney fee charges required under the City's development escrow ordinance which may include attorney fees incurred by the City in connection with Purchaser satisfying the Conditions Precedent set forth in Paragraph 6 of this Agreement and otherwise in connection with the development review and approval process.
- C. A Covenant Deed (the "Deed").
- D. Payment of the Purchase Price (less any credits under this Agreement).
- E. The signed instruments required under paragraph 9 of this Agreement.
- F. All required valuation and tax reporting documents and affidavits as required by law.

8. If the terms and conditions of this Agreement and the Conditions Precedent are satisfied, including PUD Plan and PUD Agreement approval, and the City refuses to close, Purchaser shall have as its sole and exclusive remedy the right to a return of the Security Deposit plus reimbursement of its reasonable costs and expenses incurred in satisfying the Conditions Precedent. If the Conditions Precedent are satisfied and Purchaser refuses to close, the Security

Deposit shall be forfeited to the City as its sole and exclusive remedy. In no event shall either party be entitled to relief in the form of specific performance under this Agreement, and both parties expressly waive any right they may otherwise have to such relief.

9. **THE PROPERTY IS BEING SOLD IN AN "AS IS" AND "ALL FAULTS AND DEFECTS" CONDITION** including, but not limited to the environmental condition thereof, AS OF THE TIME OF CLOSING. Seller makes no representations with regard to the environmental condition of the Property, and expressly disclaims any warranties, covenants, or guarantees, whether express or implied, regarding the environmental condition of the Property.

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

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

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

City's or third parties' preclosing or post-closing negligence, actions, or omissions relating to the operation, physical condition, or maintenance status of the Property; and/or (b) any Environmental Condition or Environmental Claims pertaining to the Property.

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

- (i) **"Environmental Condition"** means any condition or conditions affecting or relating to the air, soil, groundwater, or surface water at or about the Property and any failure to comply with governmental requirements, including Environmental Protection Laws, relating to such condition or conditions, which could or does require remediation, including abatement, investigation, containment, or removal and/or which could result in Environmental Claim(s).
- (ii) **"Environmental Claim(s)"** means all claims, causes of action, liabilities, damages, losses, costs, or expenses (including reasonable attorney and environmental consultant fees) relating to the prevention, abatement, investigation, remediation, release, or elimination of pollution or contamination, the violation of Environmental Protection Laws, or the application of Environmental Protection Laws pertaining to the condition of the Property and the migration of existing pollution onto or under other property. Environmental Claim(s) includes claims arising from application of Environmental Protection Laws to the condition of the Property, as well as any and all claims by third parties and by governmental or quasigovernmental entities no matter how such claims arise.
- (iii) **"Environmental Protection Laws"** mean any and all current or future laws, statutes, rules, regulations, and judicial interpretations of the United States, of any state or local government, or of any other governmental or quasigovernmental authority having jurisdiction that relate to the prevention, abatement, investigation, remediation, or elimination of pollution and/or protection of the environment, including but not limited to those federal statutes commonly known as the Solid Waste Disposal Act of 1970, as amended; the Resource Conservation and Recovery Act of 1976, as amended; the Clean Water Act, as amended; the Clean Air Act, as amended; the Safe Drinking Water Act, as amended; the Migratory Bird Treaty Act, as amended; the Toxic Substances Control Act, as amended; and the Hazardous Materials Transportation Act, as amended; together with any and all other applicable federal, state, and local statutes, laws, rules, and regulations serving any similar or related purpose.

10. City and Purchaser each represent and warrant to the other that no broker, finder or like party has been engaged by it in connection with the transaction contemplated by this Agreement, with the exception of Dan Blugerman of Thomas Duke, whose commission shall be paid by City per its separate agreement with such broker. City and Purchaser shall each indemnify the other against any costs, liabilities or expenses, including but not limited to reasonable attorneys' fees, arising out of the breach of the foregoing representation and warranty by the indemnifying party.

11. Except as is specifically set forth in this Agreement (a) no statements or representations, express or implied, have been made or are made, and no information or documents supplied by the City are represented to be complete or accurate; and (b) no

responsibility has been or is assumed by the City or by any affiliate, person, firm or agent acting or purporting to act on behalf of City as to: (i) presence of or absence on, in, or beneath or about the Property of any minerals or other substances, including, without limitation, any asbestos or any other "hazardous substances;" (ii) the condition or repair of the Property; (iii) the value, expense of operation or income potential of the Property; or (iv) any other fact or condition which has or might affect the Property or the condition, repair, value, expense or operation or income potential thereof, including, without limitation, as to any fact, condition or defect which would be disclosed by a full, complete, and competent survey, investigation of all public and governmental agency's records and of the Property and each and every part or component thereof.

12. Purchaser is responsible for paying all costs and expenses related to the demolition of the existing building on the Property and the design, planning, engineering, permitting and submission of the PUD to be proposed on the Property.

13. All real estate taxes and assessments, if any, that become payable prior to the date of Closing shall be paid by the City. Any special assessments that constitute a lien against the Property prior to Closing shall be paid by City, regardless of whether such special assessment may be paid in installments. All real estate taxes and assessments becoming due and payable on and after the date of Closing shall be the responsibility of Purchaser.

14. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other party.

15. This Agreement and the exhibits attached hereto embody the entire Agreement between the parties in connection with the sale of the Property to Purchaser and there are no oral or parole agreements existing between the parties relating to this transaction which are not expressly set forth and covered hereby. This Agreement may not be modified except in writing signed by both parties.

16. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by such party of any of its rights hereunder. No waiver by any party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed to be a waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any action on the same or any subsequent occasion.

17. No third party, other than the City and Purchaser, their heirs, personal representatives, successors and permitted assigns, shall have any rights to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of the City and Purchaser, their heirs, personal representatives, successors and permitted assigns, and not for the benefit of any other third party.

18. All notices required to be given hereunder shall be in writing. Notice shall be deemed as given hereunder: (a) upon personal delivery to the addresses set forth below; or, (b) upon receipt (or affirmative refusal to accept) if properly addressed and sent certified mail, return

receipt requested; or (c) upon depositing such notice in the custody of a nationally-recognized overnight delivery service and sent by overnight delivery. Notice shall be deemed properly addressed if sent to the following addresses:

- If to City: City of Farmington
c/o Mr. David Murphy, City Manager
23600 Liberty Street
Farmington, Michigan 48335

- With a copy to: Mr. Thomas R. Schultz, Esq.
Johnson Rosati Schultz & Joppich, P.C.
34405 West Twelve Mile, Suite 200
Farmington Hills, Michigan 48331

- If to Purchaser: Francis Boji, Member
10 Mile Development Group, LLC
31000 Northwestern Highway, Ste 145
Farmington Hills, MI 48334

- With a copy to: Ramy Sesi, Esq.
32000 Northwestern Highway, Ste 155
Farmington Hills, MI 48334

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to agreements made and to be performed in that state. Should any court action be commenced at any time involving or concerning this Agreement, it is hereby agreed that jurisdiction and venue shall be in the State of Michigan Circuit Court in Oakland County.

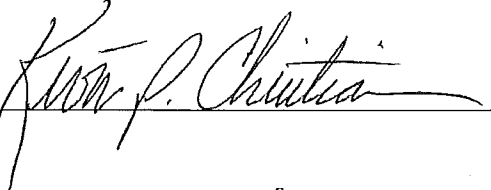
20. Purchaser may not assign this Agreement, in whole or in part, without the prior written consent of City.

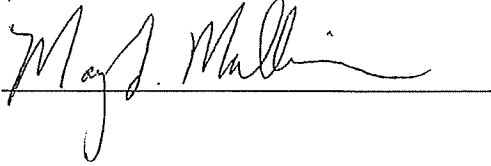
21. Iran Economic Sanctions Act. Purchaser certifies by execution below that neither Purchaser nor its officers, directors, and employees are not, and shall not become, an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012. Purchaser shall provide, upon execution of this Agreement, the Affidavit of Compliance in the form attached hereto as **Exhibit C**.

21. This Agreement may be executed in counterparts. Facsimile and electronic copies of signatures shall have the same effect as original signatures.

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

WITNESSES:

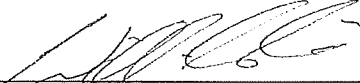





WITNESSES:



CITY OF FARMINGTON
a Michigan municipal corporation,

By 
_____ William Galvin, Mayor

By 
_____ Sue Halberstadt, City Clerk

10 Mile Development Group, LLC,
a Michigan limited liability company,

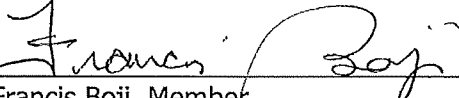
By 
_____ Francis Boji, Member

EXHIBIT LIST

- EXHIBIT A Legal description of entire Property (exclude existing and future right-of-way for Ten Mile).

- EXHIBIT B Purchaser Proposal to acquire and develop the Property, including Conceptual Plans and elevations.

- EXHIBIT C Affidavit of Compliance.

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of Ten Mile Development Group, L.L.C. (the "Bidder"), pursuant to the requirements of the City of Farmington's Invitation to Bid, hereby certifies, represents, and warrants that the Bidder (including its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Bidder is awarded a Purchase Agreement as a result of the Invitation to Bid, the Bidder will not become an "Iran Linked Business" at any time during the course of performing under the Contract.

The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the Contract or proposed Contract for which the false certification was made, whichever is greater, and the cost of the City's investigation, and reasonable attorney fees. Moreover, any person who submitted a false certification shall be ineligible to bid on a City of Farmington Invitation to Bid for three (3) years from the date it is determined that the person has submitted the false certification.

BIDDER:

TEN MILE DEVELOPMENT GROUP, L.L.C.

By: Francis Boji

Its: member

Date: 10-19-2017

STATE OF MI)
) ss
COUNTY OF Oakland)

This instrument was acknowledged before me on the 19th day of October, 2017, by Francis Boji

Beth Kelly

Notary Public
Wayne County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 7-2-21

BETH KELLY NOTARY PUBLIC - MICHIGAN WAYNE COUNTY ACTING IN THE COUNTY OF <u>Oakland</u> MY COMMISSION EXPIRES JULY 2, 2021
--

**Farmington City Council
Staff Report**

**Council Meeting
Date: July 16, 2018**

**Item
Number
7F**

Submitted by: City Manager

Agenda Topic: Appointment of City Clerk

Proposed Motion: Appoint Mary Mullison to the City Clerk's position effective September 1, 2018 at a starting annual salary of \$71,500, at which time she will fall under pay grade 3 as City Clerk in accordance to the Employee Manual.

Background: At the Special City Council Meeting of June 18, 2018 the City Council interviewed Mary Mullison for the position of City Clerk. Council then instructed the City Manager to bring final employment details to them at the next regular City Council Meeting.

Materials: None

Farmington City Council Staff Report	Council Meeting Date: July 16, 2018	Item Number 7G
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Consideration to approve payment for asphalt repairs.		
Proposed Motion: Move to approve payment to Surface Sealing of Milford Michigan in the amount of \$42,200 to replace the asphalt where 11 water main repairs were conducted and repair the asphalt of Oakwood Cemetery east driveway.		
Background: Over the 2017-18 winter the City of Farmington experienced over 21 water main repairs. Historically the Farmington Water & Sewer Department conducted restoration to the roads, sidewalks, driveways and grass following water main repairs. Due to the number of repairs and the limited staff available, Public Services contacted Surface Sealing, who provided the lowest estimate for asphalt repairs to the Maxfield Training Center last year. If an outside contractor did not assist the W&S Department completing the repairs, the City will be at risk of not meeting compliance with MDEQ regulations, and MMRMA risk assessments of maintaining the sanitary sewer system. This is in addition to the esthetics, residents and visitors see when they are in the community. All work has been completed in a quality workmanship manor prior to the June 30 fiscal year end and at the quoted price.		
Materials: Surface Sealing WMB Invoice #1619 Surface Sealing Cemetery Invoice #1620		

Surface Sealing, Inc.
235 E. Dawson Rd.
Milford, MI 48381
(248)685-7355
johnsurfacesealing@comcast.net
www.surfacesealinginc.com



INVOICE

BILL TO

Charles Eudy
City of Farmington
33720 W 9 Mile Road
Farmington, MI 48335

INVOICE # 1619

DATE 07/10/2018

DUE DATE 07/10/2018

TERMS Due on receipt

JOB SITE

Water Main/Sewer Cuts

SERVICE DATE	ACTIVITY	AMOUNT
06/25/2018	6/25,26,28/18: Asphalt Repairs to Water Main/Sewer Cuts at 11 Locations	28,500.00

We appreciate your business!

BALANCE DUE

\$28,500.00

Keeping Michigan Beautiful One Parking Lot at a Time
Surface Sealing, Inc. - 235 E. Dawson Road, Milford, MI 48381
Telephone: (248)685-7355 Fax: (248) 685-7756

Surface Sealing, Inc.
 235 E. Dawson Rd.
 Milford, MI 48381
 (248)685-7355
 johnsurfacesealing@comcast.net
 www.surfacesealinginc.com



INVOICE

BILL TO
 Charles Eudy
 Farmington, City of
 33720 W 9 Mile Road
 Farmington, MI 48335

INVOICE # 1620
 DATE 07/10/2018
 DUE DATE 07/10/2018
 TERMS Due on receipt

JOB SITE
 Oakwood Cemetery

SERVICE DATE	ACTIVITY	AMOUNT
06/28/2018	6/28,29/18: Asphalt Repairs to Oakwood Cemetery, East Drive	13,700.00

We appreciate your business!

BALANCE DUE

\$13,700.00

Keeping Michigan Beautiful One Parking Lot at a Time
 Surface Sealing, Inc. - 235 E. Dawson Road, Milford, MI 48381
 Telephone: (248)685-7355 Fax: (248) 685-7756

Farmington City Council Agenda Item	Council Meeting Date: July 16, 2018	Item Number 7H
Submitted by Charles Eudy, Superintendent		
Agenda Topic Consideration to approve Detroit Edison (DTE) quote for the LED street light conversion		
Proposed Motion Move to authorize the City Manager to enter agreement with DTE located at 8001 Haggerty Road, Bellville MI 48111 for the LED street light conversion and authorize payment in the amount of \$136,470 to DTE.		
Background <p>City administration has contacted DTE to produce an estimate to convert all street lighting to LED. Nearly all current street lighting is High Pressure Sodium (HPS) or Mercury Vapor (MV). Due to energy conservation initiatives MV lighting is no longer an option. HPS lighting creates a yellow/orange glow which distorts the color of vehicles. LED lighting is cost effective, consumes less energy and produces greater lumens.</p> <p>DTE has evaluated all street lighting and selected proper wattage lighting. DTE proposes a ROI of 2.57 years upon completion of the project.</p> <p>DTE must receive the authorization and payment prior to July 31, 2018 to be included in the conversion this Fiscal Year.</p>		
Materials Attached DTE LED conversion agreement DTE LED conversion lighting breakdown		
Agenda Review		
Department Head	Finance/Treasurer	City Attorney
		City Manager



July 2, 2018

City of Farmington
23600 Liberty St
Farmington, MI 48335
Attn: Chuck Eudy

Re: City of Farmington-Streetlight LED Conversion-533 Streetlights

Attached is the agreement for the work to be performed in the budget letter was sent on July 11, 2018. A detailed description of the project is outlined in the agreements. Please print **TWO** copies. Please sign **BOTH** copies in the designated areas. A check or Purchase Order in the amount of **\$136,470.00** is also required at this time. Please return **BOTH** signed agreements (as well as check or Purchase Order...made payable to **DTE Energy**) to the following address:

DTE Energy
8001 Haggerty Rd.
Belleville, MI 48111
140 WWSC-Brandon Faron

Upon receipt of **BOTH** signed copies (and payment), we (DTE Energy) will then sign **BOTH** copies and return **ONE** original back to you.

Please call if you have questions, 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron
Account Manager
Community Lighting


Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of July 2, 2018 between The Detroit Edison Company ("Company") and the City of Farmington ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated June 5, 2015 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	49598264	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	[Various Locations in the City of Farmington], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	533	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	<p><u>Overhead:</u> 10-100w MV to 58wLED 271-175w MV to 58w LED 14-175w MV to 80w LED (Span Light) 28-100w HPS to 58w LED 84-250w HPS to 136w LED 2-400w HPS to 136w LED 1-1000w HPS to 136w LED</p>	<p><u>Underground:</u> 21-175w MV to 58w LED 18-100w HPS to 58w LED 35-250w HPS to 135w LED 49-400w HPS to 238w LED</p>
5. Estimated Total Annual Lamp Charges	\$104,637.28	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$136,470.00
	Credit for 3 years of lamp charges:	N/A
	CIAC Amount (cost minus revenue)	\$136,470.00
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices _____ 	
10. Customer Address for Notices:	City of Farmington 23600 Liberty St. Farmington, MI 48335 Attn: Chuck Eudy	

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least 0 posts and 0 luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at _____.
Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warrantees, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology (“EELT”) Terms:

All or a portion of the Equipment consists of EELT: (check one) YES NO

If “Yes” is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer’s specific pilot project EELT equipment. .

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

The Detroit Edison Company

By: _____

Name: _____

Title: _____

Customer:

City of Farmington

By: _____

Name: _____

Title: _____



Attachment 1 to Purchase Agreement

Map of Location

[To be attached]



July 2, 2018

City of Farmington
23600 Liberty St
Farmington, MI 48335
Attn: Chuck Eudy

Re: City of Farmington - Conversion of Street Lights to LED

Based on your request, I have attached a cost estimate for the proposed 2018 street light conversion project. The total light count is 533 street lights and reflects the following descriptions:

Overhead (OH) – DTE Owned and Maintained Street Lights on Wood Poles

- 10 – 100 watt Mercury Vapor to 58 watt LED
- 271 - 175 watt Mercury Vapor to 58 watt LED
- 14 - 175 watt Mercury Vapor to 80 watt LED - (Suspension Lights)
- 28 - 100 watt High Pressure Sodium to 58 watt LED
- 84 – 250 watt High Pressure Sodium to 136 watt LED
- 2 - 400 watt High Pressure Sodium to 136 watt LED
- 1 - 1000 watt High Pressure Sodium to 136 watt LED

Underground (UG) – DTE Owned and Maintained Street Lights Fed by Underground Cable

- 21 - 175 watt Mercury Vapor to 58 watt LED
- 18 – 100 watt High Pressure Sodium to 58 watt LED
- 35 - 250 watt High Pressure Sodium to 136 watt LED
- 49 - 400 watt High Pressure Sodium to 238 watt LED

Below please find the estimate breakdown for this project. The costs are based on the Option 1 Municipal Street Light rate - DTE Energy owned and maintained. The rate requires the customer pay a portion of the construction cost. The following information outlines the street lighting installation.

Estimate Breakdown

Project Cost	\$156,062.00
Less DTE Labor Contribution	\$19,592.00- (Labor contribution applies to Mercury Vapor lights only)
Total Upfront Cost	\$136,470.00
EO Rebate Issued After Construction	\$15,668.00
Final Cost to Convert after Rebate	\$120,802.00
Current Annual Invoice	\$151,654.21
Future Annual Invoice	\$104,637.28
Annual Savings	\$47,016.93
Payback	2.57 years

After installation, the total cost for additional modification, relocation, or removal will be the responsibility of the requesting party. An authorized signature on the Municipal Street Lighting Purchase Agreement and the payment contribution will be our notification to begin final design and construction scheduling.

Please feel free to contact me if you have any questions at 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron
Account Manager
DTE Energy - Community Lighting

Farmington City Council Staff Report	Council Meeting Date: July 16, 2018	Reference Number 71
Submitted by: David Murphy, City Manager		
<p>Description: Consideration to approve the following documents for the Riverwalk of Farmington Planned Unit Development:</p> <ol style="list-style-type: none"> 1. Warranty Deed for Laurelwood Court 2. Bill of Sale for Street Paving 3. Act 51 Resolution for Public Street Acceptance 4. Water System Easement 5. Sanitary Sewer Easement 6. Bill of Sale (Water and Sewer facilities) 		
<p><u>Requested Action</u></p> <ol style="list-style-type: none"> 1. Move to approve and accept the Warranty Deed and Bill of Sale for Laurelwood Court signed and delivered by Riverwalk Development, LLC and the Riverwalk of Farmington Association to be conveyed to the City to be included in the City's public street system. 2. Move to approve the corresponding Act 51 Resolution for New Street Acceptance for Laurelwood Court. 3. Move to approve and accept the Water and Sanitary Sewer System Easements serving the Riverwalk of Farmington Condominium and the corresponding Bills of Sale conveying the water main and sewer pipe to the City for operation, maintenance and replacement. 		
<p><u>Background</u></p> <p>The final PUD Plan for the Riverwalk of Farmington Condominium requires the street serving the development to be dedicated and accepted for public use and maintenance. The City's Engineer has inspected and approved Laurelwood Court as constructed. City Administration is presenting the City Council with the Warranty Deed for Laurelwood Court and corresponding Bill of Sale for paving for acceptance. In connection with the acceptance of Laurelwood Court, City Administration has prepared the enclosed Act 51 Resolution for New Street Acceptance so that the City can add Laurelwood Court to the City's public street system.</p> <p>In addition, the City's Engineer has inspected and approved the water and sanitary sewer systems serving the Riverwalk of Farmington Condominium in their present condition for continued operation, maintenance and replacement by the City. The Developer and the Association have executed the necessary Water and Sanitary Sewer System Easements and corresponding Bill of Sale conveying the water main and sanitary sewer facilities to the City for public operation, maintenance, repair and replacement, and City Administration is presenting the easements and corresponding Bills of Sale to City Council for acceptance.</p> <p>Maintenance Bonds for the water and sanitary sewer facilities and street paving have been</p>		

provided and have been approved as to the amount and term by the City's Engineer.

Agenda Review

Department Head

Finance/Treasurer

City Attorney

City Manager



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

January 11, 2018

Kevin Christiansen, Economic and Community Development Director
City of Farmington
33720 West Nine Mile Road
Farmington, MI 48335

RE: Riverwalk of Farmington – Acceptance of Streets and Utilities

Dear Mr. Christiansen:

We have received and reviewed, and enclosed for placement on the next available City Council Agenda for acceptance, the following documents relating to the acceptance of streets and utilities for the Riverwalk of Farmington Site Condominium Development:

1. Warranty Deed for Laurelwood Court
2. Bill of Sale for Street Paving
3. Water System Easement
4. Sanitary Sewer Easement
5. Bill of Sale (Water and Sewer facilities)
6. Title Policy
7. Act 51 Resolution for Public Street Acceptance

The documents are in order and are consistent with the title as shown in the title policy and the Master Deed for Riverwalk of Farmington.

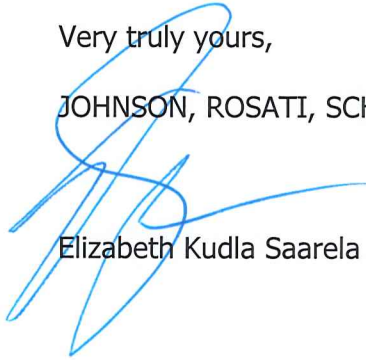
Once accepted by City Council, the Warranty Deed, Water System Easement and Sanitary Sewer Easement should be recorded with the Oakland County Register of Deeds in the usual manner.

Please let us know if we can be of further assistance in this regard, or whether you have any questions regarding the enclosed documents.

Kevin Christiansen
January 11, 2018
Page 2

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth Kudla Saarela

EKS

Enclosure

C: Sue Halberstadt, Clerk (w/Original Enclosure)
Chuck Eudy, Public Works Superintendent (w/Enclosures)
George Mager, Esquire (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosure)

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

RESOLUTION

NEW STREET ACCEPTANCE

**RIVERWALK OF FARMINGTON SUBDIVISION
LAURELWOOD COURT**

Minutes of a Meeting of the City Council of the City of Farmington, County of Oakland, Michigan, held in the City Hall of said City on December 18, 2017, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS; the City's Act 51 Program Manager is requesting formal acceptance of Laurelwood Court., and,

WHEREAS; that said streets are located within a City right-of-way that is under the control of the City of Farmington, and,

WHEREAS; that Laurelwood Court has been open to the public since 201_.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and City of Farmington City Council hereby accept Laurelwood Court and direct such be included in the City's public street system.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Sue Halberstadt, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Farmington, County of Oakland, and State of Michigan, at a regular meeting held this 18th day of December, 2017 and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Sue Halberstadt, City Clerk
City of Farminton

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Riverwalk Development II, LLC, a Michigan limited liability company, and the ("Grantor"), whose address is 31333 West Thirteen Mile Road, Farmington Hills, MI 48334, and the Riverwalk of Farmington Association, a Michigan non-profit corporation, whose address is 31333 West Thirteen Mile Road, Farmington Hills, MI 48334, conveys and warrants to City of Farmington, a Michigan Municipal Corporation, whose address is 236000 Liberty Street, Farmington, Michigan 48336, the following described premises situated in the City of Farmington for right-of-way purposes, County of Oakland, State of Michigan, to wit:

See attached Exhibit "A" attached hereto and made a part hereof.

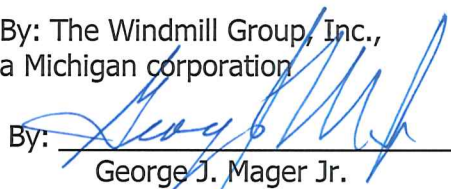
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and no/100-----Dollars (\$1.00).

THE PROPERTY CONVEYED BY THIS DEED MAY BE LOCATED WITHIN THE VICINITY OF FARM LAND OR A FARM OPERATION. GENERALLY ACCEPTED AGRICULTURAL AND MANAGEMENT PRACTICES WHICH MAY GENERATE NOISE, DUST, ODORS, AND OTHER ASSOCIATED CONDITIONS MAY BE USED AND ARE PROTECTED BY THE MICHIGAN RIGHT TO FARM ACT.

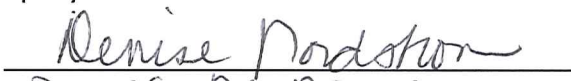
Dated this 14th day of December, 2017.

RIVERWALK DEVELOPMENT II L.L.C.,
a Michigan limited liability company
By: Windmill Investment, L.L.C.,
a Michigan limited liability company

By: The Windmill Group, Inc.,
a Michigan corporation

By: 
George J. Mager Jr.
Secretary-Treasurer


The foregoing instrument as acknowledged before me in Oakland County, Michigan, on this 14th day of December, 2017, by George J. Mager Jr., Secretary-Treasurer of The Windmill Group, Inc., a Michigan corporation, which is the Manager of WINDMILL HOMES, L.L.C., a Michigan limited liability company, on behalf of the company.


Denise Nordstrom
Notary Public, OAKLAND County, MI
Acting in Oakland County
My Commission Expires: 1-17-2020

**RIVERWALK OF FARMINGTON ASSOCIATION,
a Michigan Non-Profit Corporation**

By: 
George J. Mager Jr.
Secretary-Treasurer

The foregoing instrument as acknowledged before me in Oakland County, Michigan, on this 14TH day of December, 2017, by George J. Mager Jr., Secretary-Treasurer of Riverwalk of Farmington Association, a Michigan Non-Profit Corporation, on its behalf.


Denise Nordstrom
Notary Public, OAKLAND County, MI
Acting in Oakland County
My Commission Expires: 1-17-2020

SURVEY

ROW DESCRIPTION

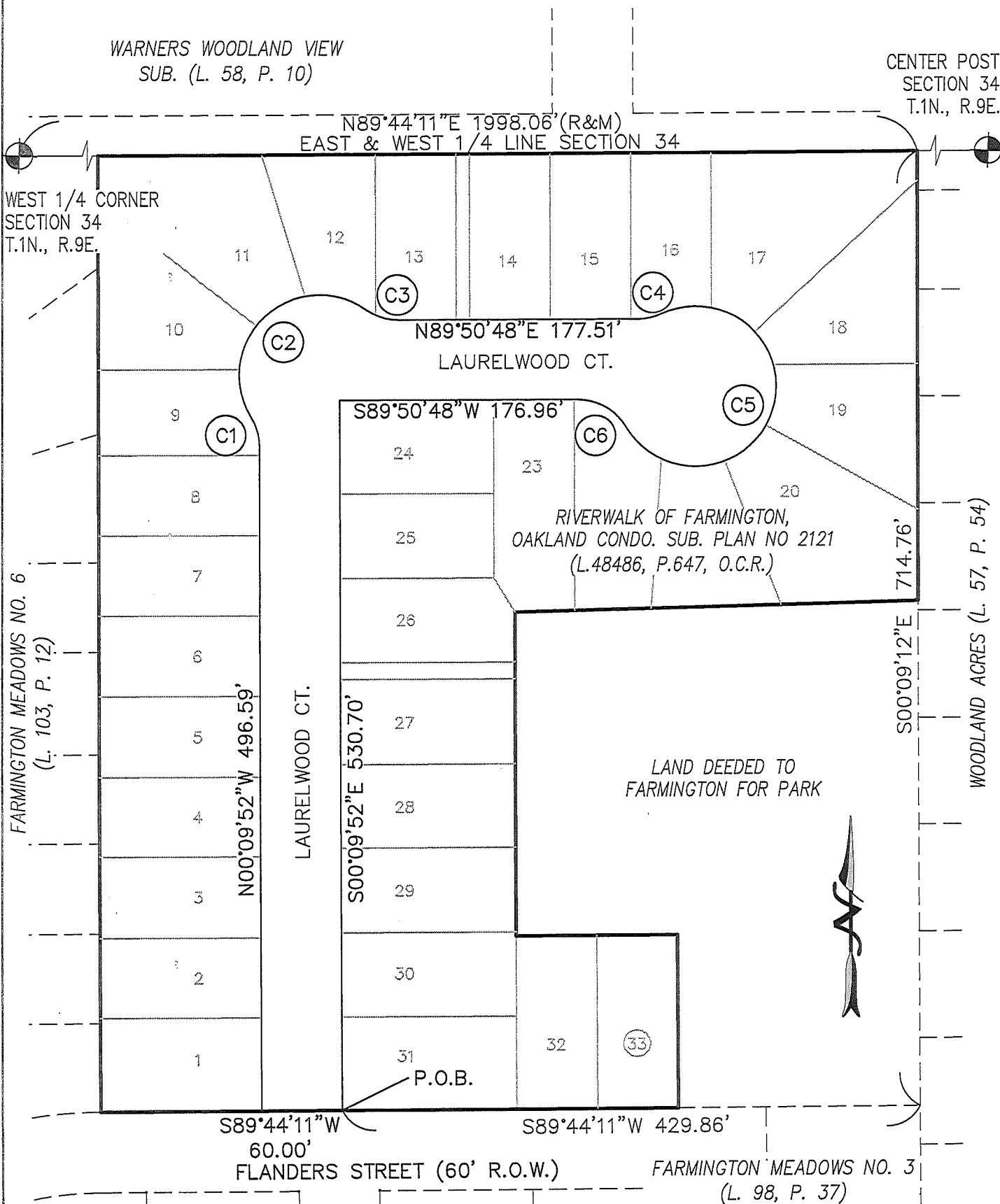
A ROAD AND RIGHT OF WAY ENCLOSED BY THE FOLLOWING:

PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 1 NORTH, RANGE 9 EAST, CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

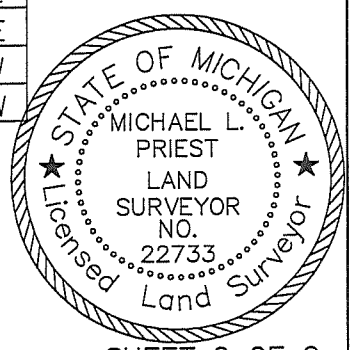
COMMENCING AT THE WEST QUARTER CORNER OF SECTION 34, T.1N., R.9E., CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 89°44'11" EAST 1,998.06 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 34 TO THE WEST LINE OF WOODLAND ACRES SUBDIVISION AS RECORDED IN LIBER 57 OF PLATS PAGE 54, OAKLAND COUNTY REGISTER OF DEEDS, OAKLAND COUNTY, MICHIGAN; THENCE ALONG SAID LINE, SOUTH 00°09'12" EAST 714.76 FEET TO THE NORTH LINE OF FARMINGTON MEADOWS NO. 3 SUBDIVISION AS RECORDED IN LIBER 98 OF PLATS, PAGE 37, OAKLAND COUNTY REGISTER OF DEEDS, OAKLAND COUNTY, MICHIGAN; THENCE ALONG SAID LINE SOUTH 89°44'11" WEST 429.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE SOUTH 89°44'11" WEST 60.00 FEET; THENCE NORTH 00°09'52" WEST 496.59 FEET TO THE START OF A CURVE "C1" CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 42.00 FEET; THENCE NORTHWESTERLY 23.07 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°28'01" (THE CHORD OF SAID CURVE BEARS NORTH 15°53'53" WEST 22.78 FEET) TO THE START OF A CURVE "C2" CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY 164.46 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 157°02'42" (THE CHORD OF SAID CURVE BEARS NORTH 46°53'28" EAST 117.60 FEET) TO THE START OF A CURVE "C3" CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 42.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 26.07 FEET, THROUGH A CENTRAL ANGLE OF 35°34'01" (THE CHORD OF SAID CURVE BEARS SOUTH 72°22'12" EAST 25.66 FEET); THENCE NORTH 89°50'48" EAST 177.51 FEET TO THE START OF A CURVE "C4" CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 42.00 FEET; THENCE NORTHEASTERLY 18.34 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°00'56" (THE CHORD OF SAID CURVE BEARS NORTH 77°20'20" EAST 18.19 FEET) TO THE START OF A CURVE "C5" CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY 277.14 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 264°38'47" (THE CHORD OF SAID CURVE BEARS SOUTH 17°09'15" WEST 88.72 FEET) TO THE START OF A CURVE "C6" CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 42.00 FEET; THENCE NORTHWESTERLY 43.71 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 59°37'51" (THE CHORD OF SAID CURVE BEARS NORTH 60°20'17" WEST 41.77 FEET); THENCE SOUTH 89°50'48" WEST 176.96 FEET; THENCE SOUTH 00°09'52" EAST 530.70 FEET TO THE POINT OF BEGINNING.

SURVEY

ROW DESCRIPTION



CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	BEARING
C1	42.00	23.07	31°28'01"	11.83	22.78	N15°53'53"W
C2	60.00	164.46	157°02'42"	295.50	117.60	N46°53'28"E
C3	42.00	26.07	35°34'01"	13.47	25.66	S72°22'12"E
C4	42.00	18.34	25°00'56"	9.32	18.19	N77°20'20"E
C5	60.00	277.14	264°38'47"	-65.89	88.72	S17°09'15"W
C6	42.00	43.71	59°37'51"	24.07	41.77	N60°20'17"W



SURVEY CENTERLINE DESCRIPTION

WARNERS WOODLAND VIEW
SUB. (L. 58, P. 10)

CENTER POST
SECTION 34
T.1N., R.9E.

N89°44'11"E 1998.06' (R&M)
EAST & WEST 1/4 LINE SECTION 34

WEST 1/4 CORNER
SECTION 34
T.1N., R.9E.

FARMINGTON MEADOWS NO. 6
(L. 103, P. 12)

WOODLAND ACRES (L. 57, P. 54)

N89°50'48"E 229.40'
CL LAURELWOOD CT.
S72°50'45"E 112.18'

RIVERWALK OF FARMINGTON,
OAKLAND CONDO. SUB. PLAN NO 2121
(L.48486, P.647, O.C.R.)

LAND DEEDED TO
FARMINGTON FOR PARK



S89°44'11"W
60.00'

P.O.B.

S89°44'11"W 345.37'
CL FLANDERS

FARMINGTON MEADOWS NO. 3
(L. 98, P. 37)

S00°09'12"E
30.00'

S89°44'11"W
114.49'

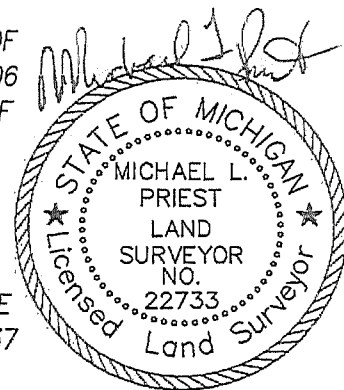
S00°09'12"E
714.76'

N00°09'52"W 590.76'
CL LAURELWOOD CT.

CENTERLINE DESCRIPTION OF LAURELWOOD COURT:

PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 1 NORTH, RANGE 9 EAST, CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 34, T.1N., R.9E., CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 89°44'11" EAST 1,998.06 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 34 TO THE WEST LINE OF WOODLAND ACRES SUBDIVISION AS RECORDED IN LIBER 57 OF PLATS PAGE 54, OAKLAND COUNTY REGISTER OF DEEDS, OAKLAND COUNTY, MICHIGAN; THENCE ALONG SAID LINE, SOUTH 00°09'12" EAST 714.76 FEET TO THE NORTH LINE OF FARMINGTON MEADOWS NO. 3 SUBDIVISION AS RECORDED IN LIBER 98 OF PLATS, PAGE 37, OAKLAND COUNTY REGISTER OF DEEDS, OAKLAND COUNTY, MICHIGAN; THENCE ALONG SAID LINE SOUTH 89°44'11" WEST 114.49 FEET; THENCE S00°09'12"E 30.00 FEET TO THE CENTERLINE OF FLANDERS STREET; THENCE S89°44'11"W 345.37 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING; THENCE N00°09'52"W 590.76 FEET; THENCE N89°50'48"E 229.40 FEET; THENCE S72°50'45"E 112.18 FEET TO THE POINT OF ENDING.



SHEET 1 OF 1

DATE: 05-03-2017

SCALE: 1" = 100'

SURVEY NO.: 2014.13

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Riverwalk Development II, LLC, a Michigan limited liability company, and the ("Grantor"), whose address is 31333 West Thirteen Mile Road, Farmington Hills, MI 48334, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the to City of Farmington, a Michigan Municipal Corporation, whose address is 236000 Liberty Street, Farmington, Michigan 48336, the street paving according to the easements and/or public rights-of-way therefore established described as follows:

{See the Attached and Incorporated Exhibit A)

In witness whereof, the undersigned has executed these presents this 14th day of December, 2017.

RIVERWALK DEVELOPMENT II L.L.C.,

a Michigan limited liability company

By: Windmill Investment, L.L.C.,

a Michigan limited liability company

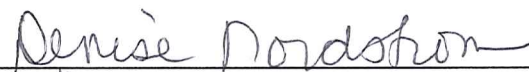
By: The Windmill Group, Inc.,
a Michigan corporation

By: 

George J. Mager Jr.
Secretary-Treasurer

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument as acknowledged before me in Oakland County, Michigan, on this 14th day of December, 2017, by George J. Mager Jr., Secretary-Treasurer of The Windmill Group, Inc., a Michigan corporation, which is the Manager of WINDMILL HOMES, L.L.C., a Michigan limited liability company, on behalf of the company.


Denise Nordstrom Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 02-01-2023

SURVEY

ROW DESCRIPTION

A ROAD AND RIGHT OF WAY ENCLOSED BY THE FOLLOWING:

PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 1 NORTH, RANGE 9 EAST, CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 34, T.1N., R.9E., CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 89°44'11" EAST 1,998.06 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 34 TO THE WEST LINE OF WOODLAND ACRES SUBDIVISION AS RECORDED IN LIBER 57 OF PLATS PAGE 54, OAKLAND COUNTY REGISTER OF DEEDS, OAKLAND COUNTY, MICHIGAN; THENCE ALONG SAID LINE, SOUTH 00°09'12" EAST 714.76 FEET TO THE NORTH LINE OF FARMINGTON MEADOWS NO. 3 SUBDIVISION AS RECORDED IN LIBER 98 OF PLATS, PAGE 37, OAKLAND COUNTY REGISTER OF DEEDS, OAKLAND COUNTY, MICHIGAN; THENCE ALONG SAID LINE SOUTH 89°44'11" WEST 429.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE SOUTH 89°44'11" WEST 60.00 FEET; THENCE NORTH 00°09'52" WEST 496.59 FEET TO THE START OF A CURVE "C1" CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 42.00 FEET; THENCE NORTHWESTERLY 23.07 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°28'01" (THE CHORD OF SAID CURVE BEARS NORTH 15°53'53" WEST 22.78 FEET) TO THE START OF A CURVE "C2" CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY 164.46 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 157°02'42" (THE CHORD OF SAID CURVE BEARS NORTH 46°53'28" EAST 117.60 FEET) TO THE START OF A CURVE "C3" CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 42.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 26.07 FEET, THROUGH A CENTRAL ANGLE OF 35°34'01" (THE CHORD OF SAID CURVE BEARS SOUTH 72°22'12" EAST 25.66 FEET); THENCE NORTH 89°50'48" EAST 177.51 FEET TO THE START OF A CURVE "C4" CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 42.00 FEET; THENCE NORTHEASTERLY 18.34 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°00'56" (THE CHORD OF SAID CURVE BEARS NORTH 77°20'20" EAST 18.19 FEET) TO THE START OF A CURVE "C5" CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY 277.14 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 264°38'47" (THE CHORD OF SAID CURVE BEARS SOUTH 17°09'15" WEST 88.72 FEET) TO THE START OF A CURVE "C6" CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 42.00 FEET; THENCE NORTHWESTERLY 43.71 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 59°37'51" (THE CHORD OF SAID CURVE BEARS NORTH 60°20'17" WEST 41.77 FEET); THENCE SOUTH 89°50'48" WEST 176.96 FEET; THENCE SOUTH 00°09'52" EAST 530.70 FEET TO THE POINT OF BEGINNING.

SURVEY

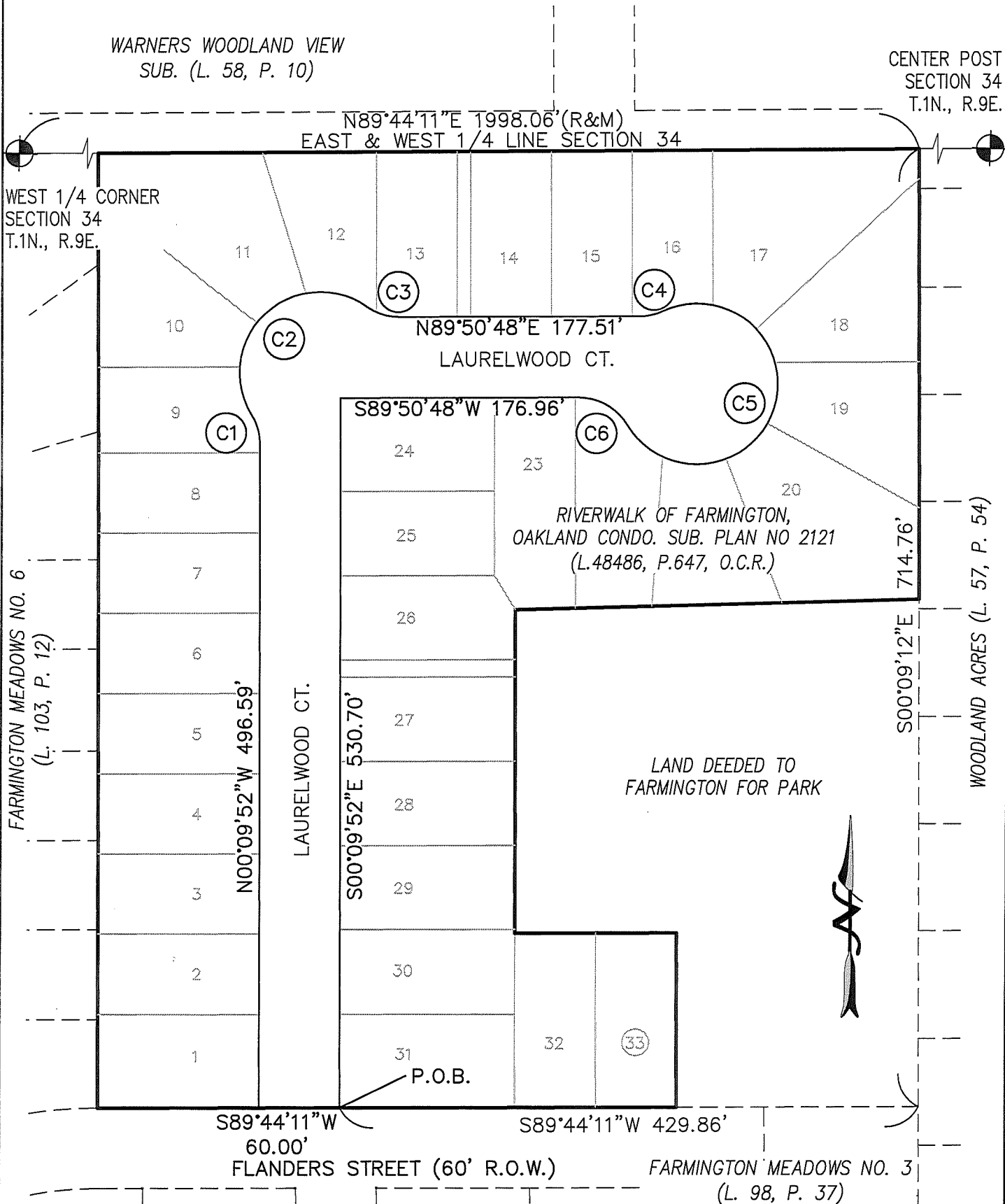
ROW DESCRIPTION

WARNERS WOODLAND VIEW
SUB. (L. 58, P. 10)

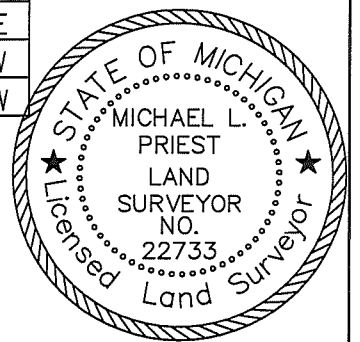
CENTER POST
SECTION 34
T.1N., R.9E.

N89°44'11"E 1998.06' (R&M)
EAST & WEST 1/4 LINE SECTION 34

WEST 1/4 CORNER
SECTION 34
T.1N., R.9E.



CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	BEARING
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SHEET 2 OF 2

DATE: 02-06-2017

SCALE: 1" = 100'

SURVEY NO.: 2014.13

SURVEY CENTERLINE DESCRIPTION

WARNERS WOODLAND VIEW
SUB. (L. 58, P. 10)

CENTER POST
SECTION 34
T.1N., R.9E.

N89°44'11"E 1998.06' (R&M)
EAST & WEST 1/4 LINE SECTION 34

WEST 1/4 CORNER
SECTION 34
T.1N., R.9E.

FARMINGTON MEADOWS NO. 6
(L. 103, P. 12)

WOODLAND ACRES (L. 57, P. 54)

N89°50'48"E 229.40'
CL LAURELWOOD CT.

S72°50'45"E
112.18'

RIVERWALK OF FARMINGTON,
OAKLAND CONDO. SUB. PLAN NO 2121
(L.48486, P.647, O.C.R.)

LAND DEEDED TO
FARMINGTON FOR PARK

N00°09'52"W 590.76'
CL LAURELWOOD CT.

S00°09'12"E
714.76'

S00°09'12"E
30.00'

S89°44'11"W
114.49'

S89°44'11"W
60.00'

P.O.B.

S89°44'11"W 345.37'
CL FLANDERS

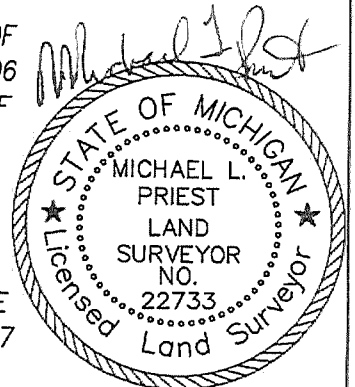
FARMINGTON MEADOWS NO. 3
(L. 98, P. 37)



CENTERLINE DESCRIPTION OF LAURELWOOD COURT:

PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 1 NORTH, RANGE 9 EAST, CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 34, T.1N., R.9E., CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 89°44'11" EAST 1,998.06 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 34 TO THE WEST LINE OF WOODLAND ACRES SUBDIVISION AS RECORDED IN LIBER 57 OF PLATS PAGE 54, OAKLAND COUNTY REGISTER OF DEEDS, OAKLAND COUNTY, MICHIGAN; THENCE ALONG SAID LINE, SOUTH 00°09'12" EAST 714.76 FEET TO THE NORTH LINE OF FARMINGTON MEADOWS NO. 3 SUBDIVISION AS RECORDED IN LIBER 98 OF PLATS, PAGE 37, OAKLAND COUNTY REGISTER OF DEEDS, OAKLAND COUNTY, MICHIGAN; THENCE ALONG SAID LINE SOUTH 89°44'11" WEST 114.49 FEET; THENCE S00°09'12"E 30.00 FEET TO THE CENTERLINE OF FLANDERS STREET; THENCE S89°44'11"W 345.37 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING; THENCE N00°09'52"W 590.76 FEET; THENCE N89°50'48"E 229.40 FEET; THENCE S72°50'45"E 112.18 FEET TO THE POINT OF ENDING.



SHEET 1 OF 1

DATE: 05-03-2017

SCALE: 1" = 100'

SURVEY NO.: 2014.13

SANITARY SEWER SYSTEM EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that that Riverwalk Development II, LLC, a Michigan limited liability company, and the ("Grantor"), whose address is 31333 West Thirteen Mile Road, Farmington Hills, MI 48334, and the Riverwalk of Farmington Association, a Michigan non-profit corporation, whose address is 31333 West Thirteen Mile Road, Farmington Hills, MI 48331_ ("Grantor"), being title holder to the following described parcel of land, to-wit:

[See attached and incorporated Exhibit A]

for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Farmington, a Michigan municipal corporation, whose address is 23600 Liberty Street, Farmington, MI, 48335, (hereinafter referred to as "Grantee"), a nonexclusive perpetual easement for sanitary sewer, over, upon, across, in, through, and under the following described real property, to-wit:

[See attached and incorporated Exhibit B]

and to enter upon sufficient land adjacent to said sanitary sewer easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain the sanitary sewer lines, and all necessary appurtenances thereto, within the easement herein granted.

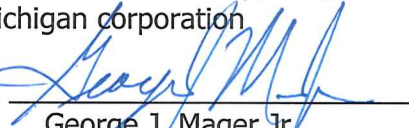
Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, through, or under the above-described easement, except that, subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the sanitary sewer in the easement areas shown on the attached and incorporated Exhibit B.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

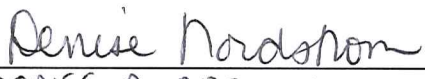
IN WITNESS WHEREOF, the undersigned Grantor has affixed his signature this 14th day of December, 2017.

RIVERWALK DEVELOPMENT II L.L.C.,
a Michigan limited liability company
By: Windmill Investment, L.L.C.,
a Michigan limited liability company

By: The Windmill Group, Inc.,
a Michigan corporation

By: 
George J. Mager Jr.
Secretary-Treasurer


The foregoing instrument as acknowledged before me in Oakland County, Michigan, on this 14th day of December, 2017, by George J. Mager Jr. of The Windmill Group, Inc., a Michigan corporation, which is the Manager of WINDMILL HOMES, L.L.C., a Michigan limited liability company, on behalf of the company.


DENISE NORDSTROM
Notary Public, OAKLAND County, MI
Acting in Oakland County
My Commission Expires: 1-17-2020

**RIVERWALK OF FARMINGTON
ASSOCIATION,
a Michigan Non-Profit Corporation**

By: 
George J. Mager Jr.
Secretary-Treasurer

The foregoing instrument as acknowledged before me in Oakland County, Michigan, on this 14th day of December, 2017, by George J. Mager Jr. of Riverwalk of Farmington Association, a Michigan Non-Profit Corporation, on its behalf.


Denise Nordstrom
Notary Public, OAKLAND County, MI
Acting in Oakland County
My Commission Expires: 1-17-2020

THIS INSTRUMENT DRAFTED BY:
Elizabeth K. Saarela, Esquire
JOHNSON ROSATI SCHULTZ & JOPPICH, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331

AND WHEN RECORDED RETURN TO:
Sue Halberstadt, Clerk
23600 Liberty Street
Farmington, MI, 48335

Exhibit A

Land situated in the City of Farmington, of County of Oakland, State of Michigan, particularly described as:

Part of the Southwest $\frac{1}{4}$ of Section 34, Town 1 North, Range 9 East, City of Farmington, County of Oakland, State of Michigan, being more particularly described as:

Beginning at a point distant N 89 degrees 44 minutes 11 seconds E, 1388.06 feet from the west $\frac{1}{4}$ corner of said Section 34; thence north 89 degrees 44 minutes 11 second east, 610.00 feet; thence south 00 degrees 06 minutes 56 seconds east, 714.44 feet; thence south 89 degrees 44 minutes 11 seconds west, 610.00 feet; thence north 00 degrees 06 minutes 36 seconds west, 714.44 feet to the point of beginning.

Commonly known as: 32600 Flanders Street, Farmington, MI 48336-5023

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 23-34-326-015

Land Situated in the City of Farmington in the County of Oakland in the State of MI

Part of the Southwest 1/4 of Section 34, Town 1 North, Range 9 East, City of Farmington, Oakland County, Michigan, described as follows: Beginning at a point in the East-West 1/4 line of said Section 34, which point is distant North 89 degrees 44 minutes 11 seconds East, 1,388.06 feet from the West 1/4 corner of said Section 34; thence along the East-West 1/4 line of said section, North 89 degrees 44 minutes 11 seconds East, 610.00 feet to the West line of a 38 acre parcel conveyed to Clinton W. Wilber and his wife, by Warranty Deed recorded January 14, 1913 in Liber 251, page 195, Oakland County Records; thence South 00 degrees 06 minutes 36 seconds East, along said West line, 714.44 feet; thence South 89 degrees 44 minutes 11 seconds West, 610.00 feet; thence North 00 degrees 06 minutes 36 seconds West, 714.44 feet to the Point of Beginning.

Address: 32600 Flanders St, Farmington, MI 48336-5023

SURVEY
EASEMENT FOR SANITARY SEWER

A 20 FOOT PRIVATE EASEMENT FOR SANITARY SEWER LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 1 NORTH, RANGE 9 EAST, CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 34, T.1N., R.9E., CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 89°44'11" EAST 1,998.06 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 34 TO THE WEST LINE OF WOODLAND ACRES SUBDIVISION AS RECORDED IN LIBER 57 OF PLATS PAGE 54, OAKLAND COUNTY REGISTER OF DEEDS, OAKLAND COUNTY, MICHIGAN; THENCE ALONG SAID LINE, SOUTH 00°09'12" EAST 714.76 FEET TO THE NORTH LINE OF FARMINGTON MEADOWS NO. 3 SUBDIVISION AS RECORDED IN LIBER 98 OF PLATS, PAGE 37, OAKLAND COUNTY REGISTER OF DEEDS, OAKLAND COUNTY, MICHIGAN; THENCE ALONG SAID LINE SOUTH 89°44'11" WEST 179.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE SOUTH 89°44'11" WEST 253.73 FEET; THENCE NORTH 00°09'52" WEST 534.21 FEET; THENCE NORTH 89°50'48" EAST 334.64 FEET TO THE POINT OF ENDING.

SURVEY

EASEMENT FOR SANITARY SEWER



WEST 1/4 CORNER
SECTION 34
T.1N., R.9E.

WARNERS WOODLAND VIEW
SUB. (L. 58, P. 10)

CENTER POST
SECTION 34
T.1N., R.9E.

N89°44'11"E 1998.06'(R&M)

EAST & WEST 1/4 LINE SECTION 34

RIVERWALK OF FARMINGTON,
OAKLAND CONDO. SUB. PLAN NO 2121
(L.48486, P.647, O.C.R.)

N89°50'48"E 334.64'

P.O.E.

FARMINGTON MEADOWS NO. 6
(L. 103, P. 12)

N00°09'52"W 534.21'

S00°09'12"E 714.76'

WOODLAND ACRES (L. 57, P. 54)

LAND DEEDED TO
FARMINGTON FOR PARK

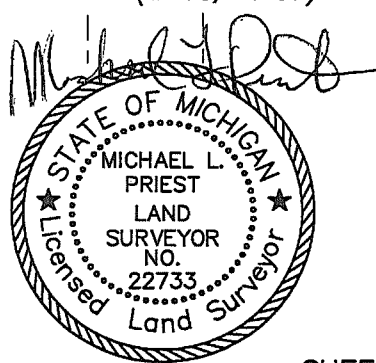
P.O.B.

S89°44'11"W 253.73'

S89°44'11"W 179.64'

FLANDERS STREET (60' R.O.W.)

FARMINGTON MEADOWS NO. 3
(L. 98, P. 37)



SHEET 2 OF 2

BILL OF SALE

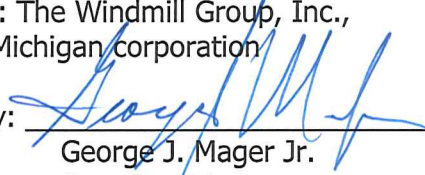
KNOW ALL MEN BY THESE PRESENTS, that Riverwalk Development II, LLC, a Michigan limited liability company, and the ("Grantor"), whose address is 31333 West Thirteen Mile Road, Farmington Hills, MI 48334, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the to City of Farmington, a Michigan Municipal Corporation, whose address is 236000 Liberty Street, Farmington, Michigan 48336, all of the pipes, valves, joints and appurtenances attached to or installed in the ground as a part of the water supply and sanitary sewer according to the easements and/or public rights-of-way therefore established described as follows:

(See the Attached and Incorporated Exhibits A and B)

IN WITNESS WHEREOF, the undersigned has executed these presents this 14th day of December, 2017.

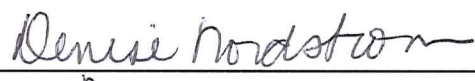
RIVERWALK DEVELOPMENT II L.L.C.,
a Michigan limited liability company
By: Windmill Investment, L.L.C.,
a Michigan limited liability company

By: The Windmill Group, Inc.,
a Michigan corporation

By: 
George J. Mager Jr.
Secretary-Treasurer

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument as acknowledged before me in Oakland County, Michigan, on this 14th day of December, 2017, by George J. Mager Jr., Secretary- Treasurer of The Windmill Group, Inc., a Michigan corporation, which is the Manager of WINDMILL HOMES, L.L.C., a Michigan limited liability company, on behalf of the company.



Denise Nordstrom Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 02-01-2028

Elizabeth K. Saarela
JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

When recorded, return to:
Sue Halberstadt, Clerk
CITY OF FARMINGTON
23600 Liberty Street
Farmington, MI, 48335

SURVEY
EASEMENT FOR SANITARY SEWER

A 20 FOOT PRIVATE EASEMENT FOR SANITARY SEWER LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 1 NORTH, RANGE 9 EAST, CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 34, T.1N., R.9E., CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 89°44'11" EAST 1,998.06 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 34 TO THE WEST LINE OF WOODLAND ACRES SUBDIVISION AS RECORDED IN LIBER 57 OF PLATS PAGE 54, OAKLAND COUNTY REGISTER OF DEEDS, OAKLAND COUNTY, MICHIGAN; THENCE ALONG SAID LINE, SOUTH 00°09'12" EAST 714.76 FEET TO THE NORTH LINE OF FARMINGTON MEADOWS NO. 3 SUBDIVISION AS RECORDED IN LIBER 98 OF PLATS, PAGE 37, OAKLAND COUNTY REGISTER OF DEEDS, OAKLAND COUNTY, MICHIGAN; THENCE ALONG SAID LINE SOUTH 89°44'11" WEST 179.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE SOUTH 89°44'11" WEST 253.73 FEET; THENCE NORTH 00°09'52" WEST 534.21 FEET; THENCE NORTH 89°50'48" EAST 334.64 FEET TO THE POINT OF ENDING.

SURVEY

EASEMENT FOR SANITARY SEWER



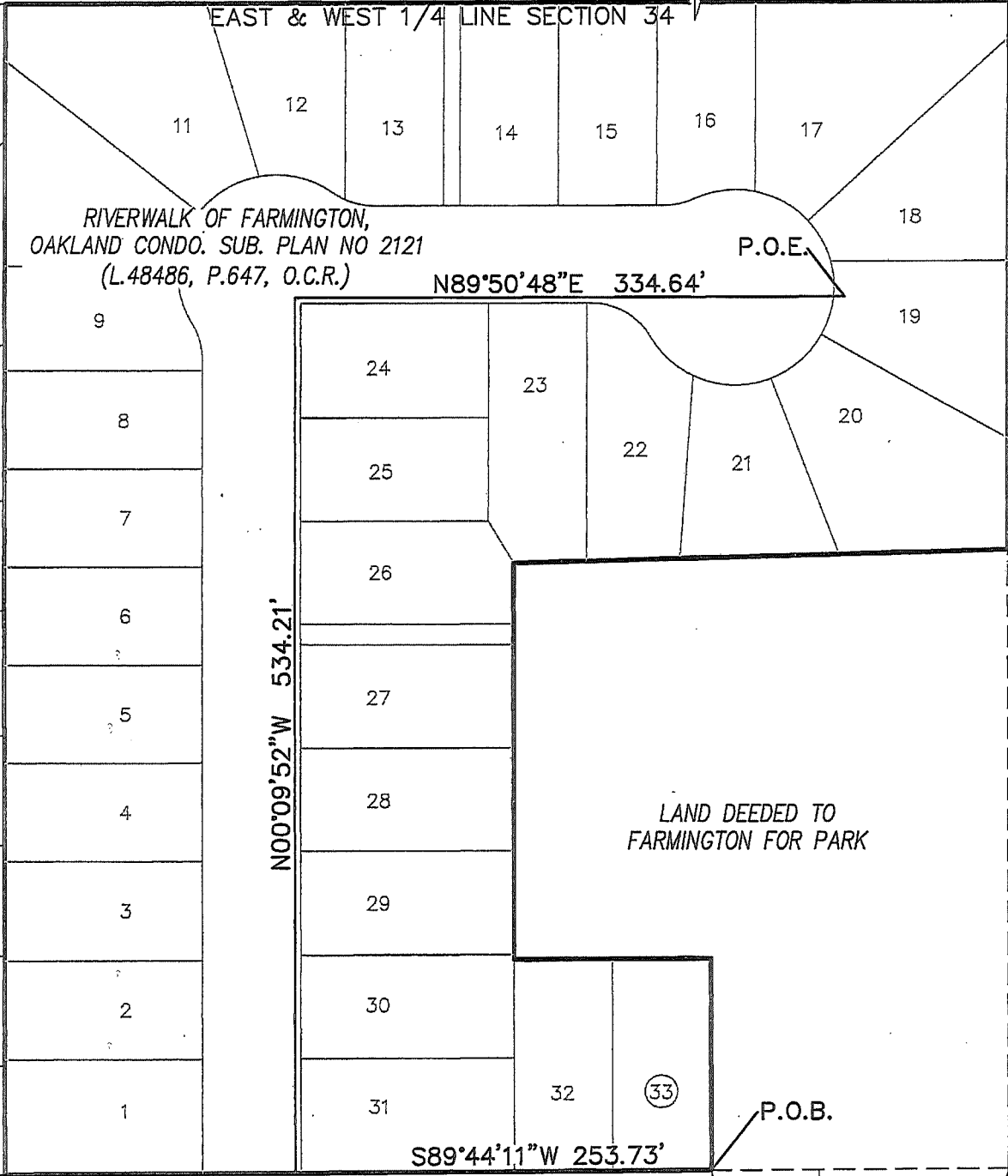
WEST 1/4 CORNER
SECTION 34
T.1N., R.9E.

WARNERS WOODLAND VIEW
SUB. (L. 58, P. 10)

CENTER POST
SECTION 34
T.1N., R.9E.

N89°44'11"E 1998.06'(R&M)

EAST & WEST 1/4 LINE SECTION 34



RIVERWALK OF FARMINGTON,
OAKLAND CONDO. SUB. PLAN NO 2121
(L.48486, P.647, O.C.R.)

N89°50'48"E 334.64'

P.O.E.

FARMINGTON MEADOWS NO. 6
(L. 103, P. 12)

N00°09'52"W 534.21'

S00°09'12"E 714.76'

WOODLAND ACRES (L. 57, P. 54)

LAND DEEDED TO
FARMINGTON FOR PARK

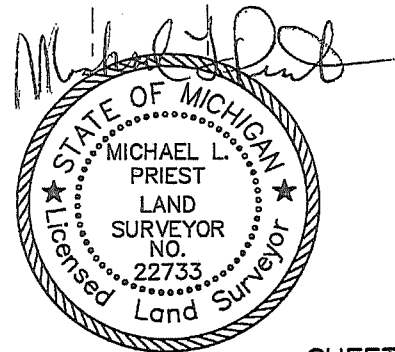
P.O.B.

S89°44'11"W 253.73'

S89°44'11"W 179.64'

FLANDERS STREET (60' R.O.W.)

FARMINGTON MEADOWS NO. 3
(L. 98, P. 37)



SHEET 2 OF 2

SURVEY
EASEMENT FOR WATER MAIN

A 12 FOOT PRIVATE EASEMENT FOR WATER MAIN LYING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 1 NORTH, RANGE 9 EAST, CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 34, T.1N., R.9E., CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 89°44'11" EAST 1,998.06 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 34 TO THE WEST LINE OF WOODLAND ACRES SUBDIVISION AS RECORDED IN LIBER 57 OF PLATS PAGE 54, OAKLAND COUNTY REGISTER OF DEEDS, OAKLAND COUNTY, MICHIGAN; THENCE ALONG SAID LINE, SOUTH 00°09'12" EAST 714.76 FEET TO THE NORTH LINE OF FARMINGTON MEADOWS NO. 3 SUBDIVISION AS RECORDED IN LIBER 98 OF PLATS, PAGE 37, OAKLAND COUNTY REGISTER OF DEEDS, OAKLAND COUNTY, MICHIGAN; THENCE ALONG SAID LINE SOUTH 89°44'11" WEST 481.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°09'52"W 518.40 FEET; THENCE NORTH 41°27'31" WEST 5.46 FEET; THENCE NORTH 30°12'31" WEST 19.43 FEET; THENCE NORTH 14°47'29" EAST 40.21 FEET; THENCE NORTH 59°47'29" EAST 38.52 FEET; THENCE SOUTH 75°12'31" EAST 30.39 FEET; THENCE SOUTH 67°42'31" EAST 23.80 FEET; THENCE NORTH 89°50'48" EAST 196.63 FEET; THENCE NORTH 74°50'43" EAST 24.74 FEET; THENCE SOUTH 82°39'17" EAST 41.89 FEET; THENCE SOUTH 37°39'17" EAST 36.14 FEET; THENCE SOUTH 07°20'43" WEST 41.89 FEET; THENCE SOUTH 52°20'43" WEST 36.14 FEET; THENCE NORTH 82°39'17" WEST 40.73 FEET TO THE POINT OF ENDING.

SURVEY

EASEMENT FOR WATER MAIN



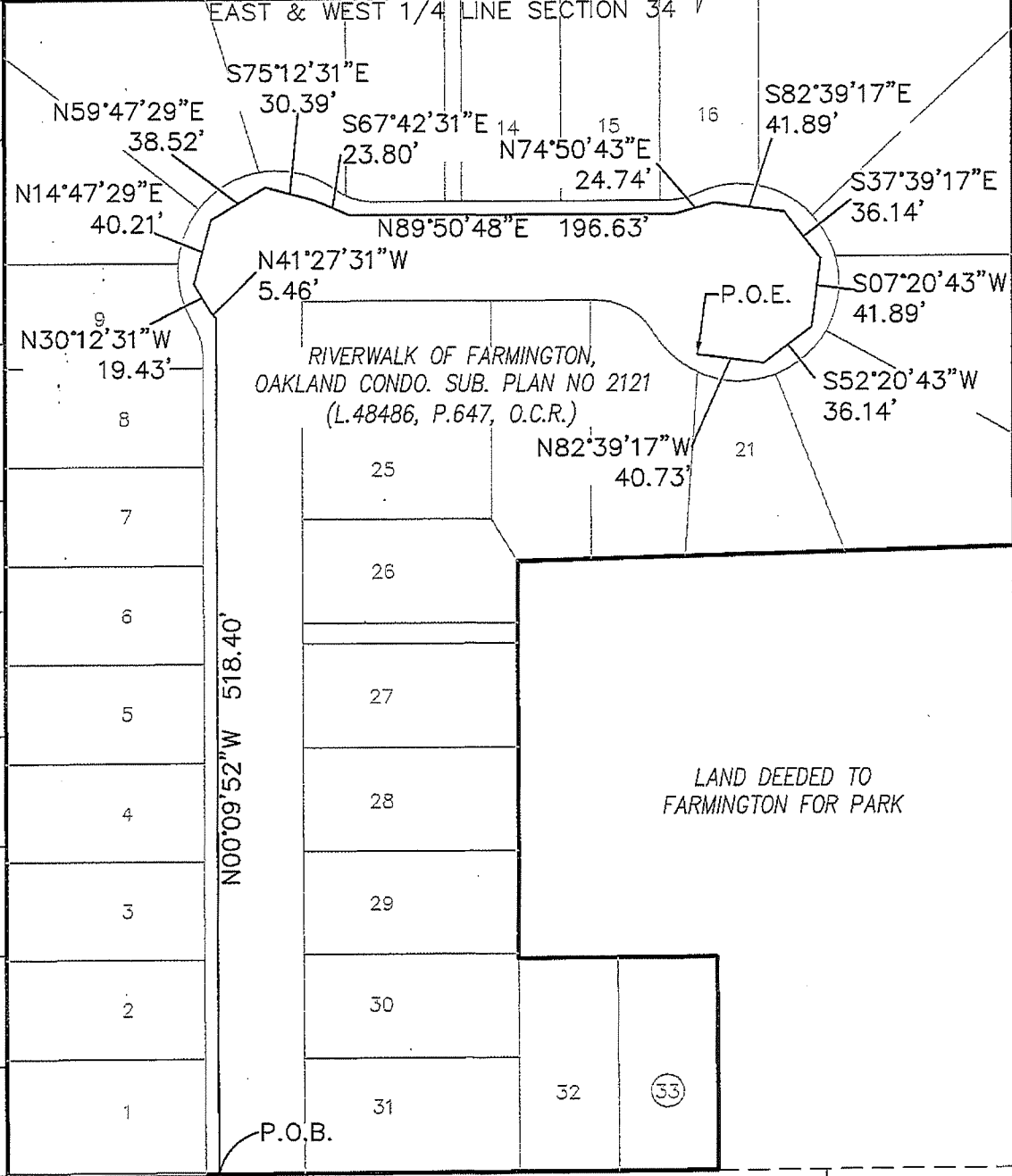
WEST 1/4 CORNER
SECTION 34
T.1N., R.9E.

WARNERS WOODLAND VIEW
SUB. (L. 58, P. 10)

CENTER POST
SECTION 34
T.1N., R.9E.

N89°44'11"E 1998.06'(R&M)

EAST & WEST 1/4 LINE SECTION 34



RIVERWALK OF FARMINGTON,
OAKLAND CONDO. SUB. PLAN NO 2121
(L.48486, P.647, O.C.R.)

LAND DEEDED TO
FARMINGTON FOR PARK

WOODLAND ACRES (L. 57, P. 54)

FLANDERS STREET (60' R.O.W.)

FARMINGTON MEADOWS NO. 3
(L. 98, P. 37)



SHEET 2 OF 2

WATER SYSTEM EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Riverwalk Development II, LLC, a Michigan limited liability company, and the ("Grantor"), whose address is 31333 West Thirteen Mile Road, Farmington Hills, MI 48334, and the Riverwalk of Farmington Association, a Michigan non-profit corporation, whose address is 31333 West Thirteen Mile Road, Farmington Hills, MI 48331, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

[Insert Description of Parcel or See attached and incorporated Exhibit A]

for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Farmington, a Michigan municipal corporation, whose address is 23600 Liberty Street, Farmington, MI, 48335, (hereinafter referred to as "Grantee"), a non-exclusive perpetual easement for a water main, over, upon, across, in, through, and under the following described real property, to-wit:

[See attached and incorporated Exhibit B]

And to enter upon sufficient land adjacent to said water main easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain water main lines, and all necessary appurtenances thereto, within the easement herein granted.

All portions of the Property damaged or disturbed by Grantee's exercise of easement rights, shall be reasonably restored by Grantee to the condition that existed prior to the damage or disturbance.

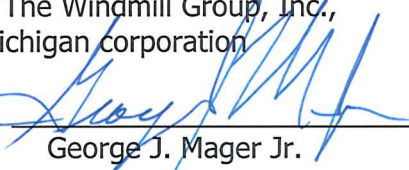
Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, through, or under the above-described easement, except that, subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the water main in the easement areas shown on the attached and incorporated Exhibit A.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

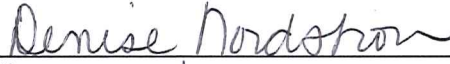
IN WITNESS WHEREOF, the undersigned Grantor has affixed his signature this 14th day of December, 2017.

RIVERWALK DEVELOPMENT II L.L.C.,
a Michigan limited liability company
By: Windmill Investment, L.L.C.,
a Michigan limited liability company


By: The Windmill Group, Inc.,
a Michigan corporation

By: 
George J. Mager Jr.
Secretary-Treasurer

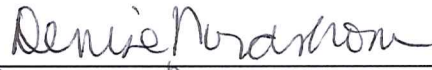
The foregoing instrument as acknowledged before me in Oakland County, Michigan, on this 14th day of December, 2017, by George J. Mager Jr., Secretary-Treasurer of The Windmill Group, Inc., a Michigan corporation, which is the Manager of WINDMILL HOMES, L.L.C., a Michigan limited liability company, on behalf of the company.


Denise Nordstrom
Notary Public, Oakland County, MI
Acting in Oakland County
My Commission Expires: 1-17-2020

**RIVERWALK OF FARMINGTON
ASSOCIATION,
a Michigan Non-Profit Corporation**

By: 
George J. Mager Jr.
Secretary-Treasurer

The foregoing instrument as acknowledged before me in Oakland County, Michigan, on this 14TH day of December, 2017, by George J. Mager Jr., Secretary-treasurer of Riverwalk of Farmington Association, a Michigan Non-Profit Corporation, on its behalf.


Denise Nordstrom
Notary Public, OAKLAND County, MI
Acting in Oakland County
My Commission Expires: OAKLAND

THIS INSTRUMENT DRAFTED BY:
Elizabeth K. Saarela, Esquire
JOHNSON ROSATI SCHULTZ & JOPPICH, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331

AND WHEN RECORDED RETURN TO:
Sue Halberstadt, Clerk
23600 Liberty Street
Farmington, MI, 48335

Exhibit A

Land situated in the City of Farmington, of County of Oakland, State of Michigan, particularly described as:

Part of the Southwest $\frac{1}{4}$ of Section 34, Town 1 North, Range 9 East, City of Farmington, County of Oakland, State of Michigan, being more particularly described as:

Beginning at a point distant N 89 degrees 44 minutes 11 seconds E, 1388.06 feet from the west $\frac{1}{4}$ corner of said Section 34; thence north 89 degrees 44 minutes 11 second east, 610.00 feet; thence south 00 degrees 06 minutes 56 seconds east, 714.44 feet; thence south 89 degrees 44 minutes 11 seconds west, 610.00 feet; thence north 00 degrees 06 minutes 36 seconds west, 714.44 feet to the point of beginning.

Commonly known as: 32600 Flanders Street, Farmington, MI 48336-5023

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 23-34-326-015

Land Situated in the City of Farmington in the County of Oakland in the State of MI

Part of the Southwest 1/4 of Section 34, Town 1 North, Range 9 East, City of Farmington, Oakland County, Michigan, described as follows: Beginning at a point in the East-West 1/4 line of said Section 34, which point is distant North 89 degrees 44 minutes 11 seconds East, 1,388.06 feet from the West 1/4 corner of said Section 34; thence along the East-West 1/4 line of said section, North 89 degrees 44 minutes 11 seconds East, 610.00 feet to the West line of a 38 acre parcel conveyed to Clinton W. Wilber and his wife, by Warranty Deed recorded January 14, 1913 in Liber 251, page 195, Oakland County Records; thence South 00 degrees 06 minutes 36 seconds East, along said West line, 714.44 feet; thence South 89 degrees 44 minutes 11 seconds West, 610.00 feet; thence North 00 degrees 06 minutes 36 seconds West, 714.44 feet to the Point of Beginning.

Address: 32600 Flanders St, Farmington, MI 48336-5023

SURVEY
EASEMENT FOR WATER MAIN

A 12 FOOT PRIVATE EASEMENT FOR WATER MAIN LYING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 1 NORTH, RANGE 9 EAST, CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 34, T.1N., R.9E., CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 89°44'11" EAST 1,998.06 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 34 TO THE WEST LINE OF WOODLAND ACRES SUBDIVISION AS RECORDED IN LIBER 57 OF PLATS PAGE 54, OAKLAND COUNTY REGISTER OF DEEDS, OAKLAND COUNTY, MICHIGAN; THENCE ALONG SAID LINE, SOUTH 00°09'12" EAST 714.76 FEET TO THE NORTH LINE OF FARMINGTON MEADOWS NO. 3 SUBDIVISION AS RECORDED IN LIBER 98 OF PLATS, PAGE 37, OAKLAND COUNTY REGISTER OF DEEDS, OAKLAND COUNTY, MICHIGAN; THENCE ALONG SAID LINE SOUTH 89°44'11" WEST 481.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°09'52"W 518.40 FEET; THENCE NORTH 41°27'31" WEST 5.46 FEET; THENCE NORTH 30°12'31" WEST 19.43 FEET; THENCE NORTH 14°47'29" EAST 40.21 FEET; THENCE NORTH 59°47'29" EAST 38.52 FEET; THENCE SOUTH 75°12'31" EAST 30.39 FEET; THENCE SOUTH 67°42'31" EAST 23.80 FEET; THENCE NORTH 89°50'48" EAST 196.63 FEET; THENCE NORTH 74°50'43" EAST 24.74 FEET; THENCE SOUTH 82°39'17" EAST 41.89 FEET; THENCE SOUTH 37°39'17" EAST 36.14 FEET; THENCE SOUTH 07°20'43" WEST 41.89 FEET; THENCE SOUTH 52°20'43" WEST 36.14 FEET; THENCE NORTH 82°39'17" WEST 40.73 FEET TO THE POINT OF ENDING.

SURVEY

EASEMENT FOR WATER MAIN



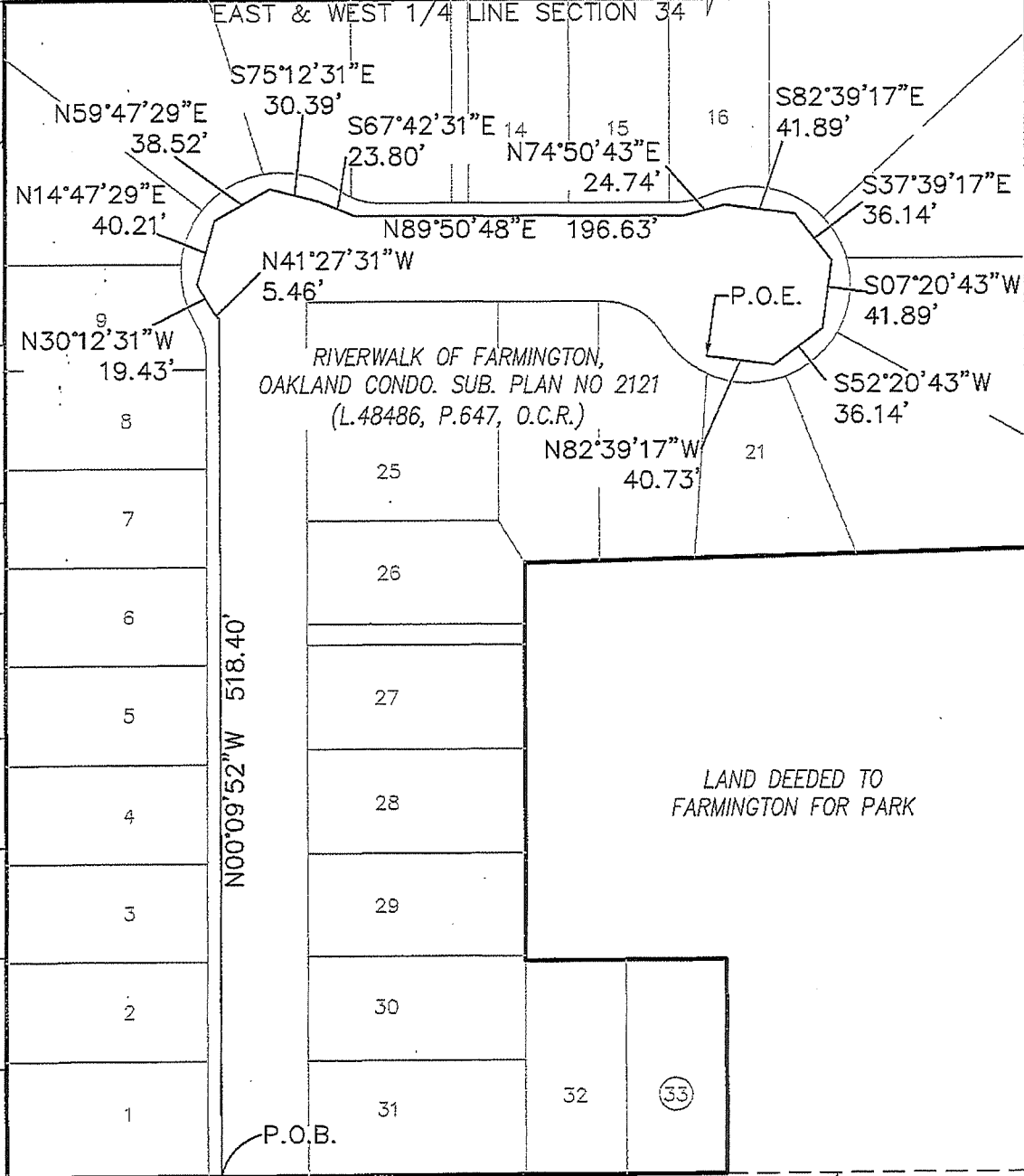
WEST 1/4 CORNER
SECTION 34
T.1N., R.9E.

WARNERS WOODLAND VIEW
SUB. (L. 58, P. 10)

CENTER POST
SECTION 34
T.1N., R.9E.

N89°44'11"E 1998.06' (R&M)

EAST & WEST 1/4 LINE SECTION 34

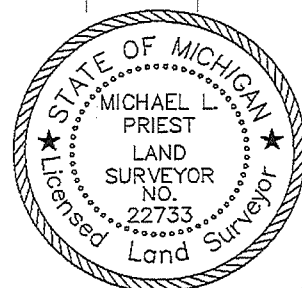


WOODLAND ACRES (L. 57, P. 54)

FLANDERS STREET (60' R.O.W.)

S89°44'11"W 481.86'

FARMINGTON MEADOWS NO. 3
(L. 98, P. 37)



SHEET 2 OF 2

DATE: 12-20-17

SCALE: 1" = 100'

SURVEY NO.: 2014.13

Marked up at closing



Order Number: 58961177

Revision Date: 5/6/2015
Revision Number: 4

^{Policy}
~~EM COMMITMENT~~ FOR TITLE INSURANCE

Schedule A

^{EM} 1. Effective Date: ~~April 6, 2015 at 8:00 a.m.~~ ^{Policy} Date of closing or recording, whichever is later

^{EM} 2. Policies to be Issued:

(a) ALTA OWNERS POLICY (6/17/06) \$500,000.00
~~Property~~ Insured: Riverwalk Development II LLC, a Michigan limited liability company

^{EM} 3. Fee simple interest in the land described in this ^{Policy} commitment is owned, at the ^{Policy} commitment date by:

Farmington Public School District, Oakland and Wayne Counties, Michigan
Riverwalk Development II LLC, a Michigan limited liability company

^{EM} 4. The land referred to in this ^{Policy} commitment is described as follows:

Land situated in the City of Farmington In the County of Oakland in the State of MI
(See Attached Exhibit A - Legal Description)
Client Reference: 32600 Flanders St Farmington, MI 48336-5023

This commitment is valid and binding for a period of 180 days from the date hereof. Thereafter it is void and of no effect.

Issued by: TITLE SOURCE, INC.
662 Woodward Avenue
Detroit, MI 48226
Phone: (888) 848-5355, ext 72000
Questions? Contact: Taira Talbert
(800) 594-1044 x72937
E-mail: TairaTalbert@TitleSource.com

Agent for: Stewart Title Guaranty Company
Countersigned By: Title Source, Inc.

Brian D. Hughes, Agent

**Schedule B-I
(Requirements)**

1. The following are the requirements to be complied with:
- A. Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.
 - B. Instruments in insurable form which must be executed, delivered and duly filed for record.

2. NOTE: It has been requested by the Proposed Insured that the Company issue its Alta Policy without standard exceptions. The Alta Policy without standard exceptions shall be issued upon the Company determining that the following additional requirements have been satisfied.

Submission of an affidavit in acceptable form executed by the present title holder establishing the following facts:

That the present affiant is in possession of said property and has no knowledge of any other parties in possession or claiming rights of possession.

That the affiant has no knowledge of the granting of any unrecorded water, mineral and/or oil rights, unrecorded easements or claims of easements, boundary line disputes, or claims of such grants or right relative thereto.

Submit proper sworn statements and waivers showing payment or release of lien rights covering improvements made on subject land in the last 120 days or satisfactory proof that no improvements have been made within the last 120 days.

Submit satisfactory survey by an approved surveyor, certified to the Company, showing no encroachments or adverse rights upon the subject property or any variation between the property description in this commitment and the survey description.

3. Submit proper documentation from Farmington Public School District authorizing the conveyance and setting forth who has authority to execute the proposed deed.

4. Record deed from Farmington Public School District to Riverwalk Development II LLC, a Michigan limited liability company.

5. Submit to the Company satisfactory evidence that the property to be insured herein is not subject to either a Commercial or Industrial Facility Tax as established under Act 198 of Public Acts of 1974 or Act 255 of Public Acts of 1978. Should either tax apply, submit evidence satisfactory to the Company that all such taxes have been paid.

6. Payment of unpaid taxes and special assessments, plus penalty, interest and collection fees, if any.

7. PAYMENT OF TAXES

Tax Identification No.: 23-34-326-015

Tax Agency Detail 1:

Taxes are exempt.

July, 2014 City Taxes Paid in the Amount of \$0.00.

December, 2014 City Taxes Paid in the Amount of \$0.00.

NOTE: Title Source, Inc. obtains the opinion of an independent attorney licensed in the subject property state prior to the furnishing of any title information where required by applicable law.

This commitment is valid and binding for a period of 180 days from the date hereof. Thereafter it is void and of no effect.

**Schedule B-II
(Exceptions)**

If a policy or policies are requested, Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- ~~1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the report.~~
- ~~2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.~~
- ~~3. Rights or claims of parties in possession not shown by the Public Records.~~
- 4. Easements or claims of easements not shown by the Public Records.
- ~~5. Any lien or rights to lien for services, labor or material, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.~~
- 6. Taxes and assessments that have become a lien against the property but are not yet due and payable. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any exemption status for the insured premises.
- ~~7. Rights of tenants now in possession of the land under unrecorded leases or otherwise.~~
- 8. Rights of the public and any governmental unit in any part of the land taken, deeded or used for street, road or highway purposes.
- 9. Joint Easement Right of Way in favor of Michigan Bell Telephone Company and The Detroit Edison Company and the Covenants, Conditions and Restrictions contained in instrument recorded September 23, 1960 in Liber 4116, Page 515.
- 10. Easement for sanitary sewer in favor of the City of Farmington Hills and the Covenants, Conditions and Restrictions contained in instrument recorded November 18, 1994 in Liber 15103, Page 84.
- 11. Sanitary Sewer Easement in favor of the City of Farmington Hills and the Covenants, Conditions and Restrictions contained in instrument recorded February 7, 2007 in Liber 38734, Page 616.

NOTE: In the event that the Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, set forth in the arbitration, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as exclusive remedy of the parties. Arbitration is voluntary and non-binding.

12. Continuing Collateral Mortgage by Riverwalk Development II LLC, a Michigan limited liability company to PSN - Flanders, LLC, a Michigan limited liability company, dated May 12, 2015 and recorded _____ in Liber _____, Page _____, Oakland County records.

This commitment is valid and binding for a period of 180 days from the date hereof. Thereafter it is void and of no effect.

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 23-34-326-015

Land Situated in the City of Farmington in the County of Oakland in the State of MI

Part of the Southwest 1/4 of Section 34, Town 1 North, Range 9 East, City of Farmington, Oakland County, Michigan, described as follows: Beginning at a point in the East-West 1/4 line of said Section 34, which point is distant North 89 degrees 44 minutes 11 seconds East, 1,388.06 feet from the West 1/4 corner of said Section 34; thence along the East-West 1/4 line of said section, North 89 degrees 44 minutes 11 seconds East, 610.00 feet to the West line of a 38 acre parcel conveyed to Clinton W. Wilber and his wife, by Warranty Deed recorded January 14, 1913 in Liber 251, page 195, Oakland County Records; thence South 00 degrees 06 minutes 36 seconds East, along said West line, 714.44 feet; thence South 89 degrees 44 minutes 11 seconds West, 610.00 feet; thence North 00 degrees 06 minutes 36 seconds West, 714.44 feet to the Point of Beginning.

Client Reference: 32600 Flanders St, Farmington, MI 48336-5023

Chicago Title Insurance Company

Commitment Number: 15048612 REVISION #1

SCHEDULE A

1. Effective Date: March 30, 2015 at 08:00 AM *5/13/2015 OR RECORDING OF MORTGAGE WHICHEVER IS LATER JMK*
2. Policy or Policies to be issued:

	Amount
(a) <input checked="" type="checkbox"/> Owner's Policy (ALTA Own. Policy (06/17/06))	\$ 500,000.00
Proposed Insured: Riverwalk Development II LLC, a Michigan limited liability company	
(b) <input checked="" type="checkbox"/> Loan Policy (ALTA Loan Policy (06/17/06))	\$ 1,000,000.00
Proposed Insured: PSN-Flanders, LLC, a Michigan Limited Liability Company, its successors and/or assigns as their respective interests may appear.	
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
Farmington Public School District, Oakland and Wayne Counties, Michigan
5. The land referred to in the Commitment is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Transworld Title Company, LLC

By: *D. S. Proctor*
Douglas S. Proctor, Managing Member, Agent for
Chicago Title Insurance Company

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Chicago Title Insurance Company

Commitment Number: 15048612 REVISION #1

EXHIBIT A
PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Land situated in the City of Farmington, County of Oakland, State of Michigan, described as:

Part of the Southwest 1/4 of Section 34, Town 1 North, Range 9 East, City of Farmington, Oakland County, Michigan, being more particularly described as follows: Commencing at the West 1/4 corner of Section 34, Town 1 North, Range 9 East, City of Farmington, Oakland County, Michigan; thence North 89 degrees 44 minutes 11 seconds East 1,388.06 feet along the East-West 1/4 line of said Section 34 to the point of beginning; thence continuing along said line North 89 degrees 44 minutes 11 seconds East 610.00 feet to the West line of Woodland Acres Subdivision as recorded in Liber 57 Page 54, Oakland County Register of Deeds, Oakland County, Michigan; thence along said line South 00 degrees 09 minutes 12 seconds East 336.34 feet; thence South 88 degrees 26 minutes 55 seconds West 300.02 feet; thence South 00 degrees 09 minutes 52 seconds East 241.67 feet; thence North 89 degrees 44 minutes 11 seconds East 120.00 feet; thence South 00 degrees 15 minutes 49 seconds East 130.00 feet to the North line of Farmington Meadows No. 3 Subdivision as recorded in Liber 98 of Plats, Page 37, Oakland County Register of Deeds, Oakland County, Michigan; thence along said line, South 89 degrees 44 minutes 11 seconds West 430.22 feet to the East line of Farmington Meadows No. 6 Subdivision as recorded in Liber 103 of Plats, Page 12, Oakland County Register of Deeds, Oakland County, Michigan; thence along said line, North 00 degrees 09 minutes 52 seconds West 714.76 feet to the Point of Beginning.

Tax ID Number: Part of 23-34-326-015
Commonly known as: 32600 Flanders St.
Farmington, MI 48336

Chicago Title Insurance Company

Commitment Number: 15048612 REVISION #1

SCHEDULE B

1. Requirements:

- ~~JAG~~ A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- ~~JAG~~ B. Pay us the premiums, fees and charges for the policy.
- ~~JAG~~ C. Submit a copy of the Resolution of the Farmington Public School District, authorizing the sale of the subject property to Riverwalk Development II LLC, and directing the proper officers to execute the proposed conveyance on behalf of the District.
- ~~JAG~~ D. Submit a copy of the Operating Agreement together with all amendments thereto, relative to Riverwalk Development II LLC. This commitment is subject to further requirements as deemed necessary after review.
- ~~JAG~~ E. Warranty Deed from recited owner to Riverwalk Development II LLC, a Michigan limited liability company.
- ~~JAG~~ F. Mortgage executed by Riverwalk Development II LLC, a Michigan limited liability company to recited mortgagee in the amount shown in Schedule A.
- G. Payment of unpaid taxes, plus penalty, interest and collection fees, if any, or same to be shown on the final policy.

Tax ID Number: 23-34-326-015

2014 Winter Taxes: EXEMPT

2014 Summer Taxes: EXEMPT

NOTE: Upon conveyance the subject property may lose its tax exempt status.

NOTE: The above taxes are assessed on a larger parcel of land than the land to be insured herein.

2. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- ~~JAG~~ A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment/Policy.
- ~~JAG~~ B. Rights or claims of parties in possession not shown by the public records.
- ~~JAG~~ C. Easements, or claims of easements, not shown by the public records.
- ~~JAG~~ D. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- ~~JAG~~ E. Rights of Dower, homestead or other marital rights of the spouse, if any, of any individual insured.

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Commitment Number: 15048612 REVISION #1

SCHEDULE B
(Continued)

- ~~F. Existing water, mineral, oil and exploitation rights which are not of record?~~
- ~~G. Restrictions or restrictive Covenants affecting the property described in Schedule A and not appearing in the chain of title to the land.~~
- ~~H. Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements which a correct survey would show.~~
- ~~I. Taxes which are due and payable subsequent to the date of policy.~~
- Retroactive assessments for taxes against the land, and all interest and penalties which may accrue.
- K. Rights of the public and any governmental unit in any part of the land taken, deeded or used for street, road or highway purposes.
- L. Any provision contained in any instruments of record, which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
- M. Easement granted to Michigan Bell Telephone Company and The Detroit Edison Company as set forth in instrument recorded in Liber 4116, Page 515.
- N. Easement for sanitary sewer granted to the City of Farmington Hills as set forth in instrument recorded in Liber 38734, Page 616 and Liber 15103, Page 84.
- O. Loss or damage sustained as a result of the failure to have the tax assessed legal description reassessed to accurately describe the land insured herein.

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