

AGENDA
CITY COUNCIL STUDY SESSION
AUGUST 15, 2022 - 6:00PM
CITY OF FARMINGTON HILLS
CITY HALL – COMMUNITY ROOM
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
Telephone: 248-871-2410 Website: www.fhgov.com

1. Call Study Session to Order
2. Roll Call
3. Farmington Community Library Board Update
4. Discussion on [City Ethics Policy](#) and [City Council Rules and Procedures](#)
5. Adjourn Study Session

Respectfully submitted,

Pamela B. Smith, City Clerk

Reviewed by:

Gary Mekjian, City Manager

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

CODE OF ETHICS
CITY OF FARMINGTON HILLS

Section 1. Public Policy

It is hereby declared to be the policy of the City of Farmington Hills that all officials and employees must commit themselves to avoid conflicts between their private interests and those of the general public whom they serve. To enhance the faith of the people and the integrity and impartiality of all officials and employees of the City, it is necessary that adequate guidelines be provided for separating their roles as private citizens from their roles as public servants. Where government is based on the consent of the governed, every citizen is entitled to have complete confidence in the integrity of his government. Each individual official, employee, or advisor of government must help to earn, and must honor that trust by his own integrity and conduct in all official duties and actions.

Section 2. Definitions; as used in this Code

- I. "City official/employee" means a person elected, appointed or otherwise serving in any capacity with the City of Farmington Hills in any position which is established by the City Charter or by City ordinance which involves the exercise of a public power, trust or duty. The term includes any official or employee of the City who receives compensation on a permanent, regularly scheduled, continuing basis from the City, including persons who serve on advisory boards and commissions.
- II. "Decision making" means exercising public power to adopt laws, regulations or standards, render quasi-judicial decisions, establish executive policy, or determine questions involving substantial discretion.
- III. "Substantial" means anything of significant worth and importance, or of considerable value as distinguished from something with little value, social tokenism or merely nominal.
- IV. "Compensation" means any money, property, thing of value or benefit conferred upon or received by any person in return for services rendered or to be rendered to himself or another.
- V. "Official duties" or "Official action" means a decision, recommendation, approval, disapproval or other action or failure to act which involves the use of discretionary authority.

Section 3. A code of Conflict of Interest and Ethical Conduct is hereby promulgated as follows:

Gratuities

- I. No City official/employee of the City of Farmington Hills shall solicit, accept or receive, directly or indirectly, any substantial gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it can reasonably be inferred that the gift is intended to influence him or her in the performance of their official duties or is intended as a reward for any official action on their part.

Preferential Treatment

- II. No City official/employee of the City of Farmington Hills shall use, or attempt to use, their official position to unreasonably secure, request or grant, any privileges, exemptions, advantages, contracts, or preferential treatment for themselves or others.

Use of Information

- III. No City official/employee of the City of Farmington Hills who acquires information in the course of their official duties, which information by law or policy is not available at the time to the general public, shall use such information to further the private economic interests of themselves or anyone else.

Full Disclosure

- IV. No City official/employee of the City of Farmington Hills shall participate, as an agent or representative of a City agency, in approving, disapproving, voting, abstaining from voting, recommending or otherwise acting upon any matter in which he or she has a direct financial interest without disclosing the full nature and extent of their interest. Such a disclosure should be made before the time to perform their duty or concurrently with that performance. If the officer or employee is a member of a decision-making or advising body, they should make disclosure to the chairman and other members of the body on the official record. Otherwise, a disclosure would be appropriately addressed by an appointed officer or employee to the supervisory head of their organization, or by an elected officer to the general public.

Outside Business Dealings

- V. No City official/employee of the City of Farmington Hills shall engage in or accept employment or render services for a private or public interest when that employment or service is incompatible or

in conflict with the discharge of the official or employee's official duties or when that employment may tend to impair his or her independence of judgement or action in the performance of official duties.

- VI. No City official/employee shall engage in a business transaction in which the public, City official, or employee may profit from his or her official position or authority or benefit financially from confidential information which the public official or employee has obtained or may obtain by reason of that position or authority.

Doing Business with the City

- VII. No City official/employee shall engage in business with the City, directly or indirectly, without filing a complete disclosure statement for each business activity and on an annual basis, in accordance with Article X, Section C of the City Charter.

Suppression of Public Information

- VIII. No City official/employee of the City of Farmington Hills shall suppress any public City report, document or other information available to the general public because it might tend to unfavorably affect their private financial interest.

Use of City Property

- IX. No City official/employee of the City of Farmington Hills shall directly or indirectly, make use of or permit others to make use of City property of any kind for purely personal gain. City officials/employees should protect and conserve all City property including equipment and supplies entrusted or issued to them.

Section 4. Intention of Code. It is the intention from Section 3 above that City officials and employees avoid any action, whether or not specifically prohibited by Section 3 which might result in, or create the appearance of:

- I. Using public employment for private gain;
- II. Giving preferential treatment to any organization or person;
- III. Impeding City efficiency or economy;
- IV. Losing complete independence or impartiality of action;
- V. Making a City decision outside official channels;
- VI. Affecting adversely the confidence of the public or integrity of the City government; or
- VII. Accepting preferential treatment in use of City property

The Conflict of Interest and Ethical Code is intended to be preventive in nature rather than punitive. It should not be construed to interfere or abrogate in any way the provisions of any Michigan Statutes, the Farmington Hills City Charter, and/or City of Farmington Hills Ordinances.

This declaration of policy is also not intended to apply to contributions to political campaigns or to prevent any official/employee of the City of Farmington Hills from receiving compensation for work performed or services rendered not involving City business and purely on his or her own time as a private citizen.

Section 5. Violation, Enforcement and Advisory Opinions

- I. All matters concerning the Conflict of Interest and Ethical Code shall be directed to one of the two following controlling authorities depending upon the employment status of the City of Farmington Hills official/employee involved, or group concerned, and the nature of the action requested:
 - a) Elected and appointed officials of the City of Farmington Hills to the Mayor, City Council and City Attorney
 - b) Appointed employees, full and part-time, of the City of Farmington Hills to the City Manager and City Attorney
- II. The above listed authorities, when requested, shall take appropriate action upon any complaint, request for information, or otherwise resolve matters concerning Conflict of Interest and the Ethical Code policy of the City of Farmington Hills. The appropriate action to be taken in any individual case shall be at the discretion of the controlling authority involved which may include but is not limited to any of the following:
 - a) Referral of the matter to a higher authority
 - b) Pursuing further investigation by the controlling authority
 - c) Taking appropriate disciplinary action in accordance with the Farmington Hills City Code, State Law, or the regulations or policy of any City of Farmington Hills Department
 - d) Deeming no action to be required
 - e) Pursuing such other course of action which is reasonable, just and appropriate under the circumstances
- III. The above listed controlling authorities may render written advisory opinions, when deemed appropriate, interpreting the Conflict of Interest and Ethical Code of Conduct as set forth in Section 3 above. Any City official/employee may seek guidance from the controlling authority upon written request on questions directly relating to the propriety of their conduct as officials and employees. Each written request and advisory opinion shall be confidential unless released by the requester.
 - a) Request for opinions shall be in writing
 - b) Advisory opinions may include guidance to any employee on questions as to:
 1. Whether an identifiable conflict exists between his/her personal interests or obligations and his/her official duties
 2. Whether his/her participation in his/her official capacity would involve discretionary judgement with significant affect on the disposition of the matter in conflict

3. What degree his/her personal interest exceeds that of other persons who belong on the same economic group or general class
4. Whether the result of the potential conflict is substantial or constitutes a real threat to the independence of his/her judgement
5. Whether he/she possesses certain knowledge or know-how which the City agency he/she serves will require to achieve a sound decision
6. What effect his/her participation under the circumstances would have on the confidence of the people in the impartiality of their City officials and employees
7. Whether a disclosure of his/her personal interests would be advisable, and, if so, how such disclosure should be made so as to safeguard the public interest
8. Whether it would operate in the best interest of the people for him/her to withdraw or abstain from participation or to direct or pursue a particular course of action in the matter

INTEGRITY AND THE CITY

Given time to think about it, each of us could fashion our own working definition of integrity and all of these definitions might turn out to be surprisingly similar. That's because people generally have a good sense of ethics, a sense usually instilled by our parents and nourished by our society.

Most of us tend to think of integrity in these terms:

- Integrity is fairness, honesty, evenhandedness and sincerity. It's a way of acting and behaving. More importantly, it's a way of thinking and making judgments.
- Integrity is a system of values that is constant. Integrity doesn't change, even in the face of shifting social standards and life styles.
- Integrity is a positive force. It's a proactive attitude that makes good things happen; it's not just a checklist of prohibited behavior.
- Mostly, though, integrity is doing what we know in our hearts is the proper thing to do

Integrity is not achieved simply through obedience to laws and regulations. The City, like any organization, has responsibilities, which go far beyond matters of law.

To the City of Farmington Hills, integrity means a special kind of fairness, honesty, evenhandedness and sincerity, a king that transcends both the law and the values of individuals. It's achieved by observing an overriding set of ethical standards and by recognizing that the City's actions and decisions impact a diversity of groups, including citizens, contractors, suppliers, the general public, and of course, all City officials and employees.

Why Integrity is Important

Integrity on the part of our officials and employees is important for several reasons.

- First, integrity is a significant standard because it assures that the City's many obligations will be met by the people who are, in effect, working for the City
- Integrity also is important because it's an obligation we have to our citizens as their representatives and to our fellow officials or employees
- Integrity is important because it enables us to have pride in ourselves, our work, and our City of Farmington Hills
- Integrity is also important, because it can help both the City of its representatives comply with the law; it may help avoid costly litigation
- Integrity also affects the quality and the effectiveness of our relationships with citizens, contractors, suppliers, and government agencies
- And integrity is important because it's the core ingredient of a reputation. Both our personal reputations and the City's reputation are crucial to our success

Personal Reputations

Each of us has a personal and a professional reputation. All of those who do business with you, whether they work for the City or represent some other organization, form opinions about your integrity. They decide if you can be trusted and if you can be relied upon to conduct yourself according to proper ethical standards. What they decide about you frequently is translated into their opinions of the entire community.

Trust is, after all, the key to good interpersonal relationships. It's why people work efficiently together; it's why they can make things happen quickly and smoothly.

A breach of ethics, therefore, does more than violate a legal or moral code. It creates a very difficult practical problem because it destroys trust. Officials and employees who can't be trusted can't be effective. They can't, in other words, do their jobs very well. And they can't hide this fact very long, either.

The City's Reputation

A City's reputation and its overall success always are securely linked. To succeed in its mission, any organization must have the confidence of the people and the organizations it deals with even if the relationship is indirect.

The City of Farmington Hills' reputation, obviously, is based on more than the collective reputations of its employees and officials. To a large extent, it depends

on how people perceive the community, as to whether they believe whatever the issues or the circumstances that the City will act with integrity.

So here, too, trust is the key element. Trust is the cornerstone of all City relationships. Everyone who plays a role in our business relationships must have faith in our actions and statements.

That kind of confidence is especially important in today's highly complex and fast-paced society.

Standards of Conduct

The City's integrity rests solidly on the foundation of several general rules of ethical behavior. These rules need to be fully understood by all of us.

- Fundamental values always must be honored. The City expects us to be honest, to tell the truth, and to play by the rules. Our relations with everyone must be based on mutual trust and the highest principles of respect for the individual
- This means, to use some obvious examples, that we don't misrepresent situations, don't steal City property, don't falsify City records, and don't misuse City assets for personal use
- It means that we must treat our fellow employees, committee members, citizens, contractors, and suppliers in an evenhanded, fair way
- It means, too, that we must be aware of the perceptions we create because they can be as important as our actions. We should diligently avoid doing or saying anything that leaves the impression of questionable motives. It won't really matter if the impression is wrong; the perception of dishonesty or favoritism has all the harmful consequences of the real thing
- Consequently, if we believe someone misunderstood what we've said or done, we should clarify the matter quickly. If we misspoke or promised something beyond our authority, we should correct that situation, as well
- As City officials/employees, we're expected to honor the spirit as well as the letter of the law
- We must not, of course, give or receive a bribe, kickback, or payoff. Beyond that, we must avoid any act that might make it seem we're involved in a bribe, kickback, or payoff (again, that matter of perception)
- No improper action is ever made proper simply because someone considers it "customary", or because others do it
- And no improper action is made proper because our supervisor or a fellow employee might have suggested it
- Finally, the City's standards of conduct apply equally to all

Integrity is no something we put on and take off depending on the people we happen to be dealing with at the moment. You're expected to act with complete integrity all the time.

The Gray Areas

It's been said that ethical standards, even at their strongest, are always a little gray around the edges. Any code of ethics, in other words, must sometimes deal with situations where there are two or more legitimate points of view, and where there is no clear right or wrong answer.

Indeed, ideals do not always fit perfectly with reality, and ethical standards do not always provide automatic solutions to difficult questions.

But this doesn't mean that dilemmas must be accepted. It means only that "gray area" issues require particularly careful examination and thought. All the competing interests must be clearly identified and evaluated, and the relevant City standards must be understood and applied. When in doubt, consult with someone of higher authority. Reasonable and ethical answers are always available.

Relationships with Others

The City places great importance on its officials and employees' relationships with all citizens. The term "citizens" is used here in the broadest possible sense.

Three general principles deserve particular emphasis:

- You not only must avoid favoritism or unethical practices, you must avoid conduct that could be misinterpreted to suggest questionable behavior (once again, the perception issue)
- Don't be drawn into a compromising relationship. When you're dealing with another person the first "small" step you take that undermines your integrity is likely to be followed by another and then another. In a short time, without having done anything that could be considered major, your integrity will have been compromised
- Trust is critical in all relations. You can build trust by positive actions, by caring, by meeting deadlines, and by helping to solve problems. You should recognize those situations where you can appropriately do something to help, and then you should do it.

Soliciting Gifts of Favors

Gifts or favors, should not be solicited from an individual or an organization that does business with the City or seeks to do so. The size of the gift or favor is immaterial. Soliciting gifts or favors, either directly or indirectly, is strictly prohibited.

- You should not, for example, suggest to a supplier that you have personal use for a service or equipment
- And any suggestion that you would appreciate tickets to a social or sporting event is soliciting. Don't do it!

Accepting Gifts or Favors

Accepting a gift or favor that is freely offered is a little different situation. In some cases, if the gifts are of nominal value and they enhance the City's business purposes, they may be accepted – with caution.

- Employees of the City are prohibited from accepting gifts of value, favors, or preferential treatment such as discounts from vendors, firms, or individuals regulated by or doing business with the City. Employees violating this policy will be subject to disciplinary action.
- The application of this regulation is a matter of reasonable and mature judgement. The following guidelines may be used in interpreting the regulation:
 1. The City gift policy is in effect for all gifts, whether received at work or at home
 2. The acceptance of inexpensive advertising gifts, such as pens, pencils, key rings, calendars, coffee cups, etc. or other small items such as boxes of candy, nuts, plants, etc., shared by an entire office and/or enjoyed by the public are not considered gifts of value and can be accepted.
 3. Allowing someone to buy your lunch or dinner occasionally or attending a reception is not out of order. On the other hand, frequent payment for an employee's meal should be avoided. A good policy is to try to stay even by picking up the check an appropriate number of times or "going Dutch". These same guidelines can be applied to refreshments and entertainment.
 4. Any gift of cash, including gift books and gift certificates, is strictly prohibited
 5. Any unusual gift or expensive items, the return of which would be costly or cause embarrassment, or any situation that is clearly defined should be reported to and reviewed by an appropriate supervisor or authority

City Sponsored Events and Activities

Strict standards also cover City social, athletic, or recreational activities, such as Christmas parties or athletic banquets. No employee or City organization should solicit or accept any kind of support for these events from individuals or firms that do business with us or want to.

Reporting Certain Financial and Other Interests

City officials and employees are expected to report, for information purposes, certain financial interests held by them or by their family members. If you have a financial interest in an organization that does business with the City, you must report it. You also must report it if a family member has such an interest.

In the great majority of cases, these interests present no problem and they may be retained by you or your family members. However, officials or employees who

have financial interest in a firm that does business with the City must always be especially judicious in the conduct.

Special Rule of the Individual

The City's commitment to integrity has real substance only when City employees have their own personal commitment to integrity. Our organization integrity always begins and ends with the individual.

- We depend on the conscience of each person, not just on the City's written policies to preserve its integrity and the perceptions people have of us
- Each of us is a trusted representative of the City of Farmington Hills. Each of us, therefore, has a direct and singular responsibility to conduct our job-related activities in a manner that protects and enhances our reputation
- Integrity is more than a matter of do's and don'ts. It's always a matter of individual awareness, honesty, determinations, and commitment.
- Integrity is each employee stepping up to an obligation. It's each of us deciding that we will live and act to make our City an even better place to live and work.

A Formal Statement of Ethics

- The preceding discussion has emphasized how and why the actions of individuals can transcend the written law or policy
- However, a formal system is essential to establish a basis of ethical conduct. With the understanding that no set of rules can cover all contingencies, Farmington Hills has formally adopted the attached "Code of Ethics".

CODE OF ETHICS

for
Government Service

ANY PERSON IN GOVERNMENT SERVICE SHOULD:

- I. Put loyalty to the highest moral principles and to country above loyalty to persons, party, or Government department
- II. Uphold the Constitution, laws, and regulations of the United States and of all governments therein and never be a party to their evasion
- III. Give a full day's labor for a full day's pay; giving earnest effort and best thought to the performance of duties
- IV. Seek to find and employ more efficient and economical ways of getting tasks accomplished
- V. Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not; and never accept, for himself or herself or for family members, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of governmental duties
- VI. Make no private promises of any kind binding upon the duties of office, since a Government employee has no private word which can be binding on public duty
- VII. Engage in no business with the Government, either directly or indirectly, which is inconsistent with the conscientious performance of governmental duties
- VIII. Never use any information gained confidentially in the performance of governmental duties as a means of making private profit
- IX. Expose corruption wherever discovered
- X. Uphold these principles, ever conscious that public office is a public trust

**CITY OF
FARMINGTON HILLS**

**RULES OF THE CITY
COUNCIL AND
GUIDELINES OF
CONDUCT**

(As Amended Through June 28, 2021)

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CITY OF FARMINGTON HILLS RULES OF THE CITY COUNCIL

A. REGULAR AND SPECIAL MEETINGS

1. REGULAR MEETINGS:

Regular meetings of the City Council will be held, at a minimum, on the second and fourth Mondays of each month beginning at 7:30p.m., local prevailing time, at the City Hall. Regular meetings may be rescheduled to other times by a vote of the Council.

2. SPECIAL MEETINGS:

A special meeting may be called by the Mayor, or any of four (4) or more members of Council and upon at least eighteen (18) hours notice to each member.

3. BUSINESS AT SPECIAL MEETINGS:

No business shall be transacted at any special meeting of the Council unless the same has been stated in the notice of such meeting.

4. STUDY SESSIONS:

Study sessions of the Council will be held as necessary and as scheduled by Council. The City Manager and City Clerk will prepare an agenda for these meetings prior to the start of such meetings.

5. REGULAR AND SPECIAL MEETING NOTICE (POSTING) REQUIREMENTS:

- A. For regular meetings of the Council, the Clerk shall post at the City Hall, within three (3) days after the first meeting of the Council in each calendar year, a public notice stating the dates, times and places of its regular meetings for the year.
- B. For a rescheduled regular or a special meeting of the Council, a public notice stating the date, time and place of the meeting shall be posted at least 18 hours before the meeting.
- C. However, such notice, as described in 5A and B above, is not required for a meeting of the Council in emergency session in the event of a widespread natural disaster or a severe and imminent threat to the health, safety or welfare of the public when two-thirds of the members of the Council determine that delay would be detrimental to the City's efforts in responding to the threat.

6. MAILING OF MEETING AGENDAS:

Upon written request of an individual, organization, firm or corporation, and upon the requesting party's payments of an annual fee of not more than the reasonable estimated cost for printing and postage of such notices, the Clerk shall send to the requesting party, by first class mail, a copy of regular meeting agendas. The Clerk shall also notify any requesting party that a copy of each regular meeting agenda is posted on the City's website for public access prior to each such meeting. Upon written request, the Clerk shall electronically provide a copy of such notices of meetings to any newspaper published in the State of Michigan and to any radio and television station located in the State free of charge.

7. MINUTES OF REGULAR AND SPECIAL MEETINGS:

- A. A journal of the proceedings of each regular and special meeting will be kept in the English language by the Clerk and shall be signed by the City Clerk, upon approval by Council.
- B. Proceedings of the Council, or a brief synopsis thereof, will be published in a newspaper of general circulation within the City within 15 days following each meeting.
- C. Proposed minutes of regular or special meetings will be available for public inspection not more than eight business days after such meeting.
- D. Approved minutes will be available for public inspection not later than five business days after the meeting at which the minutes were approved.

B. MEETING PROCEDURE

1. MEETINGS TO BE PUBLIC:

All regular and special meetings of the City Council shall be open to the public and citizens shall have a reasonable opportunity to be heard under such rules and regulations as the Council may prescribe.

2. ORDER OF BUSINESS:

An agenda for each Regular Council meeting shall be prepared by the Mayor, City Manager and City Clerk in accordance with the following order of business:

- a. Call Meeting to Order
- b. Pledge of Allegiance
- c. Roll Call
- d. Approval of Agenda
- e. Correspondence
- f. Consent Agenda

- g. Consent Agenda Items for Discussion
- h. Public Questions & Comments
- i. Council Members' Comments and Announcements
- j. City Manager Update
- k. Public Hearings
- l. Unfinished Business
- m. New Business
- n. City Manager Reports
- o. Additions to Agenda
- p. City Attorney Report (first meeting of the month)
- q. Adjournment

3. QUORUM:

Four (4) members of the Council in office at the time shall be a quorum for the transaction of business.

4. PRESIDING OFFICER:

The presiding officer shall be responsible for enforcing the Rules of the City Council, contained herein, as well as the Code of Conduct. The Mayor shall be the presiding officer of the Council. In the absence of or disability of the Mayor, the Mayor Pro Tem shall be the presiding officer of the Council. In the absence or disability of both, the Council may designate another of its members to serve as presiding officer during such absence or disability.

C. CLOSED SESSIONS

1. PURPOSE:

The City Council may only meet in closed session for purposes defined in the Michigan Open Meetings Act as follows:

- A. To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or if permitted by the City Charter or applicable ordinances to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing. A person requesting a closed hearing may rescind the request at any time, in which case the matter at issue shall be considered after the rescission only in open session.
- B. For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.
- C. To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

- D. To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the Council.
- E. To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. All interviews by a public body for employment or appointment to a public office shall be held in an open meeting pursuant to the Michigan Open Meetings Act.
- F. To consider material exempt from discussion or disclosure by state or federal statute.

2. CALLING CLOSED SESSIONS:

A two-thirds roll call vote of the Council members elected or appointed and serving shall be required, except under Sections (a) and (b) above. The roll call vote shall be taken at an open meeting and the purpose for calling the closed session shall be entered into the minutes of the meeting at which the vote is taken.

3. MINUTES OF CLOSED SESSIONS:

A separate set of minutes shall be taken by the Clerk or the designated Secretary at the closed session. These minutes will be retained by the Clerk of the Council for the period of time required by the Michigan Open Meetings Act, shall not be available to the public and shall be disclosed if required by a civil action.

Closed meeting minutes may be distributed to Council for review at a closed meeting and may be approved, in Council's discretion, and returned to the Clerk.

4. CONFIDENTIALITY OF CLOSED SESSION INFORMATION:

A City Council member shall not divulge to any unauthorized person confidential information discussed in a closed session. Council members shall honor the confidentiality of the debate, discussion and preliminary action, if any, taken in closed session; and be aware of the potential financial liability and/or harm to the reputation of the City by premature disclosure.

D. VOTING AND DISCUSSION

1. ROLL CALL:

In all roll call votes, the names of the members of the Council shall be called. A vote upon all ordinance enactments, rezoning issues and liquor license requests shall be taken by a roll call vote and entered upon the records.

2. RESULTS OF VOTING:

In all cases where a vote is taken, the Chair shall declare the result.

3. DUTY TO VOTE:

Whenever a question is put before the Chair, every member shall vote, provided however, that no member shall be required to vote if that member shall have a conflict of interest and shall state his/her conflict of interest. If a member is precluded from voting pursuant to a conflict of interest, that member shall refrain from participating in the discussion on the issue.

EXCEPTION: A Councilmember should not vote on the question of approving, correcting or amending minutes of meetings at which the member was absent for the reason that such member is unable to determine the accuracy of such minutes.

4. CONDUCT OF DISCUSSION:

The maker of the motion shall speak first; the supporter of the motion shall speak second. During Council discussion and debate, no member shall speak until recognized for the purpose by the Chair. After such recognition, the member shall confine discussion to the question at hand. Personal comments about other individuals should be avoided. When addressing other members of Council they should be addressed by title and/or last name but not by first name. No member should request to speak a second time on a motion as long as another is requesting recognition to speak for a first time.

5. COUNCIL MEMBER REQUESTS FOR POSTPONEMENTS:

Requests for postponements on agenda items from members of council requires approval by a majority of Council present.

6. RULES OF PARLIAMENTARY PROCEDURE:

The rules of parliamentary practice as contained in Robert's Rules of Order, most recent edition, shall govern the Council in all cases to which they are applicable, provided they are not in conflict with these Rules or with the Ordinances and Charter of the City of Farmington Hills.

7. RECONSIDERATION OF MOTIONS:

When a question has been decided, it shall be in order for any Council member who voted on the prevailing side of the question to move the reconsideration at the same meeting or at the next regularly scheduled meeting, provided no action has been taken as a result of the previous vote.

8. GENERAL CONSENSUS:

General consent or consensus may be used to give direction and the minutes should indicate that a majority consented.

E. CITIZEN PARTICIPATION

1. GENERAL:

Each council meeting agenda shall provide for reserve time for audience participation, as requested, hereby known as Public Questions and Comments.

2. LENGTH OF PRESENTATION:

Members of the public at the meeting shall not speak unless recognized by the Chair. Members of the public shall be limited to speaking for a maximum of five (5) minutes during any public hearing or public comment.

3. PERSONS ADDRESSING THE COUNCIL:

Prior to addressing Council, members of the public shall come before the public microphone, state their name and, if appropriate, group affiliation. The Council may in its discretion limit public comments to new information or matters not fully addressed at any previous meeting regarding the agenda item at issue.

4. DEVIATION:

Upon the request of a member of the Council, the Mayor may recognize a member of the audience who shall be permitted to address the Council at a time other than audience participation; however, all other rules as provided herein shall apply.

5. REQUESTS TO SPEAK DURING PUBLIC HEARINGS:

For the purpose of public participation during public hearings, every speaker, after being recognized by the Chair, is to approach the public microphone and give his/her name prior to speaking on the public hearing issue. Each speaker will be allowed five (5) minutes maximum to address the Council.

6. REQUESTS TO SPEAK DURING PUBLIC QUESTIONS AND COMMENTS:

Any person who wishes to speak on a subject not on the printed agenda may speak at this time. All rules of conduct still apply.

7. REQUESTS TO SPEAK DURING REGULAR AGENDA ITEMS:

Any person who wishes to speak on an item included on the printed meeting agenda may do so by filling in the required speakers request form and submitting same to the City Clerk prior to that agenda item being discussed. Speakers will be recognized by the Chair, at which time they will be required to approach the public microphone, state their name and will be allowed five (5) minutes maximum to address the Council.

8. DISORDERLY CONDUCT AT MEETINGS:

Persons addressing the Council shall make responsible comments and shall refrain from making personal, impertinent, slanderous or profane remarks. The Chairperson may call to order any person who is being disorderly by speaking when not recognized by the Chair or otherwise disrupting the proceeding by failing to be germane, by speaking longer than the allotted time, or by speaking vulgarities. Such persons shall thereupon be seated until the chair shall have determined whether the person is in order. If a person so engaged in presentation shall be called out of order, he or she shall not be permitted to speak at the same meeting, except upon special leave by the Council. If the person shall continue to be disorderly and disrupt the meeting, the chair may order the Police Department to remove the person from the meeting.

F. AGENDA

1. PREPARATION:

The Mayor, City Manager and City Clerk shall prepare an agenda for each regular or special meeting of the City Council. The deadline for submitting items for a Council agenda is 12:00 noon on the Thursday preceding the Monday Council meeting. Agenda items from Council should be submitted in writing by this same time. Requested items will appear on a meeting agenda within three meetings after request is made.

2. DISTRIBUTION:

The agenda and material related to the agenda (“agenda packet”) for each regular meeting of City Council will be made available to City Council members through computer access, and if requested, delivered to their residence, at least 48 hours before the scheduled regular meeting, or at least 12 hours before a scheduled special meeting.

3. AGENDA MATERIAL:

Department Heads and all others shall submit requests for inclusion on the agenda to the City Manager with all necessary supporting data. Written presentations shall be submitted by 12:00 noon on the Thursday preceding the Monday Council

meeting for circulation with agendas. Agenda requests could be delayed if related information is not received in a timely manner.

3. POSTING OF AGENDA MATERIAL:

For added public transparency purposes only, the agenda packet for each regular meeting of City Council are to be posted for public review on the City's website on the Monday morning in advance of the meeting to which they relate, except as provided below. The posting of agenda packets on the website under this section is voluntary, not required by law, and does not create any added notice or due process obligations or rights. As such, if an agenda packet is not posted on the website, it shall not require a meeting or any agenda item to be canceled, postponed, or adjourned, and it shall not be a due process or notice defect or violation. This provision does not relate to public hearing notices posted on the website, and it does not apply to special meetings. Also, the agenda packet materials posted on the website may exclude confidential or privileged material and material that the Freedom of Information Act permits the City to exempt from public disclosure.

G. CONSENT AGENDA

1. PURPOSE:

A consent agenda will be used to allow Council to act on numerous administrative or non-controversial items at one time.

2. AGENDA ITEMS:

A consent agenda will be developed by the City Manager and City Clerk. Items that could be included on this agenda include non-controversial items such as approval of minutes, payment of bills, approval of recognition resolutions, pay raises, etc. Any member of Council or the public may request that an item be removed from the consent agenda and placed on the regular agenda for discussion.

H. RECORDING OF COUNCIL MEETINGS

1. MEETINGS MAY BE RECORDED, BROADCASTED & LIVESTREAMED:

All regular or special meetings of the City Council may be recorded by the City through the use of electronic and/or digital recording devices. City Council meetings may also be broadcast for public viewing on public access television channels and livestreamed on YouTube or another similar web-based livestreaming service. Links to livestream videos of meetings will be maintained on the City's website for public access.

2. RETENTION OF RECORDS:

Any separate digital and/or electronic recordings of Council meetings shall be retained by the City Clerk until such time as the minutes of the recorded meeting are approved by City Council.

I. MISCELLANEOUS

1. AMENDMENTS TO RULES:

The rules of the City Council may be altered or amended by a majority vote of two-thirds of the entire Council.

2. SUSPENSION OF RULES:

The rules of the City Council may be suspended for good cause for a specified portion of a meeting by a two-thirds majority of the entire Council.

3. CONTROLLING AUTHORITY:

These rules shall control unless preempted by City Charter, State laws or the Courts.

4. REVIEW OF CONSULTANTS:

City Council shall make an internal evaluation of consultants as needed to determine if the services being provided are satisfactory and if judged to be inappropriate, will move to proceed with establishing a more formal review process.

J. COMMITTEE ASSIGNMENTS

1. ASSIGNMENTS:

The Mayor may assign Council members to any committee as is deemed necessary, with approval of Council.

2. RESPONSIBILITIES:

Council members' responsibilities as committee members will be generally limited to policy and not the administration of a department or appointed organization.

CITY OF FARMINGTON HILLS
GUIDELINES OF CONDUCT

A. PUBLIC RELATIONS

Members of Council should refrain from argument with a member of the public or staff at Council meetings since these arguments seldom resolve concerns and many times inflame feelings at a public meeting. Any concerns by a member of Council over the behavior or work of a City employee during a Council meeting should be directed to the City Manager to ensure the concern is addressed.

B. CITY COUNCIL RELATIONS WITH CITY STAFF

1. There shall be mutual respect from both staff and Council members of their respective roles and responsibilities when and if expressing criticism in public session.
2. Requests for information or questions by the City Council shall be directed to the City Manager or the appropriate Department Head. All non-routine requests should be submitted to the City Manager's office. All complaints should be submitted to the City Manager.
3. All written information material requested by individual Council members shall be submitted by staff to the City Manager who will transmit them to all Council members with the notation indicating which Council member requested the information.
4. Council shall not attempt to correct or influence staff in the selection of employees, recommendations for the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City licenses or permits.
5. Incoming mail clearly marked as personal shall not be opened when addressed to individual Council members or staff unless requested.
6. A Council member shall not direct staff to initiate any action or prepare any report that is significant in nature or initiate any project or study without the approval of a majority of the City Council. All such requests will be first directed to the City Manager.

C. CITY COUNCIL RELATIONSHIP WITH CITY COMMISSIONS AND COMMITTEES AND COUNCIL MEMBER REPRESENTATION TO OTHER AGENCIES AND GROUPS

1. Members of the City Council should not attempt to influence commission or committee recommendations, or to influence or lobby individual commission or committee members on any item under their consideration. It is important for commissions and committees to be able to make objective recommendations to the City Council on items before them. Members of Council that attempt to influence commission positions on an item may prejudice or hinder their role in reviewing the commission's recommendation as a member of the City Council.
2. Individual Council members shall have the right to attend meetings but are cautioned about becoming involved in the meetings' discussions.
3. If a member of the City Council represents the City before another governmental agency or organization, the Council member should first indicate the majority position as an opinion of the Council. Personal opinions and comments may be expressed only if the Council member clarifies that these statements do not represent the position of the City Council.

K:/Shared/City Policy/CC Meeting Rules & Procedures.doc

AGENDA
CITY COUNCIL MEETING
AUGUST 15, 2022 – 7:30PM
CITY OF FARMINGTON HILLS
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
Telephone: 248-871-2410 Website: www.fhgov.com
Cable TV: Spectrum – Channel 203; AT&T – Channel 99
YouTube Channel: <https://www.youtube.com/user/FHChannel8>

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

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

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

REGULAR SESSION MEETING

CALL REGULAR SESSION MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. Approval of regular session meeting agenda
2. [Innovation, Energy and Environmental Sustainability Committee Report](#)

CORRESPONDENCE

CONSENT AGENDA - (See Items No. 4 - 11)

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

CONSENT AGENDA ITEMS FOR DISCUSSION

PUBLIC QUESTIONS AND COMMENTS

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

COUNCIL MEMBERS COMMENTS AND ANNOUNCEMENTS

CITY MANAGER UPDATE

NEW BUSINESS:

3. Consideration of approval of appointment of voting delegate and alternate voting delegate for the Michigan Municipal League Annual Meeting on October 19, 2022.

CONSENT AGENDA:

4. Recommended approval of a Concession Agreement with Rejuvenation Fitness for the Farmington Hills Ice Arena. [CMR 8-22-71](#)
5. Recommended approval to advance plans for an Innovation and Economic Development Incubator at the Hawk. [CMR 8-22-72](#)

6. Recommended approval of Collective Bargaining Agreement with Command Officers Association of Michigan (COAM). [CMR 8-22-73](#)
7. Recommended approval of the Collective Bargaining Agreement with Police Officers Association of Michigan (POAM). [CMR 8-22-74](#)
8. Recommended approval of the Collective Bargaining Agreement with Michigan Fraternal Order of Police Labor Council (Dispatch). [CMR 8-22-75](#)
9. Recommended approval of [request for employment under Section 10.01A](#) of the City Charter for a Hawk Concession Stand Attendant.
10. Recommended approval of the City Council [study session meeting minutes of July 25, 2022](#)
11. Recommended approval of the City Council [regular session meeting minutes of July 25, 2022](#).

ADDITIONS TO AGENDA

12. Attorney Report

ADJOURNMENT

Respectfully submitted,

Pamela B. Smith, City Clerk

Reviewed by:

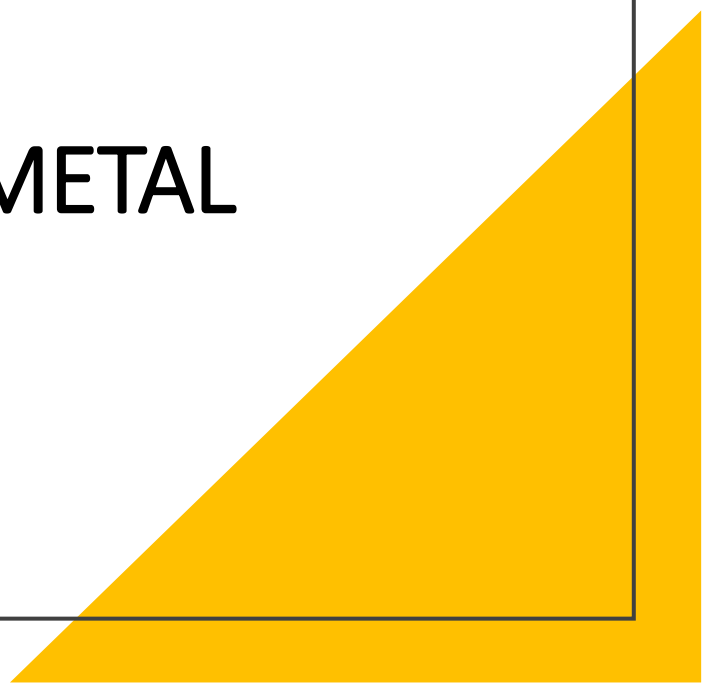
Gary Mekjian, City Manager

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



INNOVATION, ENERGY AND ENVIRONMENTAL SUSTAINABILITY COMMITTEE (IEESC)

City Council Meeting - August 15, 2022



Introductions

- **Jon Aldred** - Farmington Hills Resident
- **Nikolas de Wit** - Student (Committee Secretary)
- **Aaron Paluzzi** - Broadband Task Force Member
- **Erin Quetell** – Farmington Hills Resident, Sustainability Professional
- **Dave Richardson** - Farmington Resident
- **Nick Rudofski** - Farmington Resident
- **Matthew Strickfaden** - Farmington Hills Business Rep. (Committee Chair)
- **Jennifer Whitteaker** - DTE Representative
- **Mark Zachos** – Economic Development Corporation Member



IEESC PURPOSE

The IEESC is established for the purpose and with the objective of researching, studying, and reporting to the City Council on the following:

- (a) The past efforts, undertakings, and achievements of the City – through the work of the City Council, the City Administration, the CEES, and the Parks and Recreation Commission – with innovation, energy and environmental sustainability;
- (b) Potential opportunities, resources, programs, projects, practices, educational efforts, and actions that will enhance, advance, and further develop innovation, energy and environmental sustainability within the community; and
- (c) Possible sources of funding or financing and potential public-private partnerships and interlocal partnerships for innovation, energy, and environmental sustainability.

Historical Efforts

Prior Committees

- Green Efforts Committee
- Commission for Energy and Environmental Sustainability (CEES)
- Sustainable Farmington Hills
- Broadband Task Force

Historical Efforts

LEED Certified City Hall	Simple Recycling
Energy Efficiency	Community Gardens
Rain Barrel Distribution	Ice Arena LED Replacement
Georgetown Energy Prize	Hills 275 Trailhead
Solar Trash Pilot Project	Water Bottle Filter Stations
Styrofoam Collection Pilot Project	Nature Discovery Trail
Compost Pilot Project	Sustainability Coordinator Position

Current Projects & Programs

Projects & Programs

- Recycling in Parks Program
- Children's Garden
- Summer Camps
- Oakland County Cooperative Invasive Species Management Area (CISMA)
- Invasive Species Management Plan
- Deer Management
- Nature Center Makerspace

Community Engagement & Education

- City Hall Tours
- Earth Day Celebration
- STEM in Nature Programming
- Family Energy Nights
- Nature Center Group Tours

Approach of the Committee

- Each member proposed up to 3 ideas with brief cost-benefit analysis for the community.
- Aggregate voting used to prioritize 18 different ideas into starting rank order.
- Further discussion to agree top 4 ideas.

IEESC Project Recommendations

- Community Gardens
- Solar Panel System at The Hawk
- Ordinance & Policy Audit
- Electric Vehicle Infrastructure

Community Gardens

Community Gardens

- **Goal & Community Impact**

- Provide residents with personal green space within the City of Farmington Hills suitable for agricultural utilization.
- To enrich community engagement with the outdoors, encourage sustainability, support healthy lifestyles, and provide habitat for native plant species/native pollinators.

- **Cost**

- Cost is estimated to be around \$20,000 to \$40,000 dollars (Based off case studies). Depending on size, materials used, fundraising results, community garden grants, and local business partnerships.

- **Timeline**

- Finalize design, plans for installation, and implementation of garden – 2023
- Begin installation of garden - Summer/Spring 2024

Community Gardens

- **Vision**

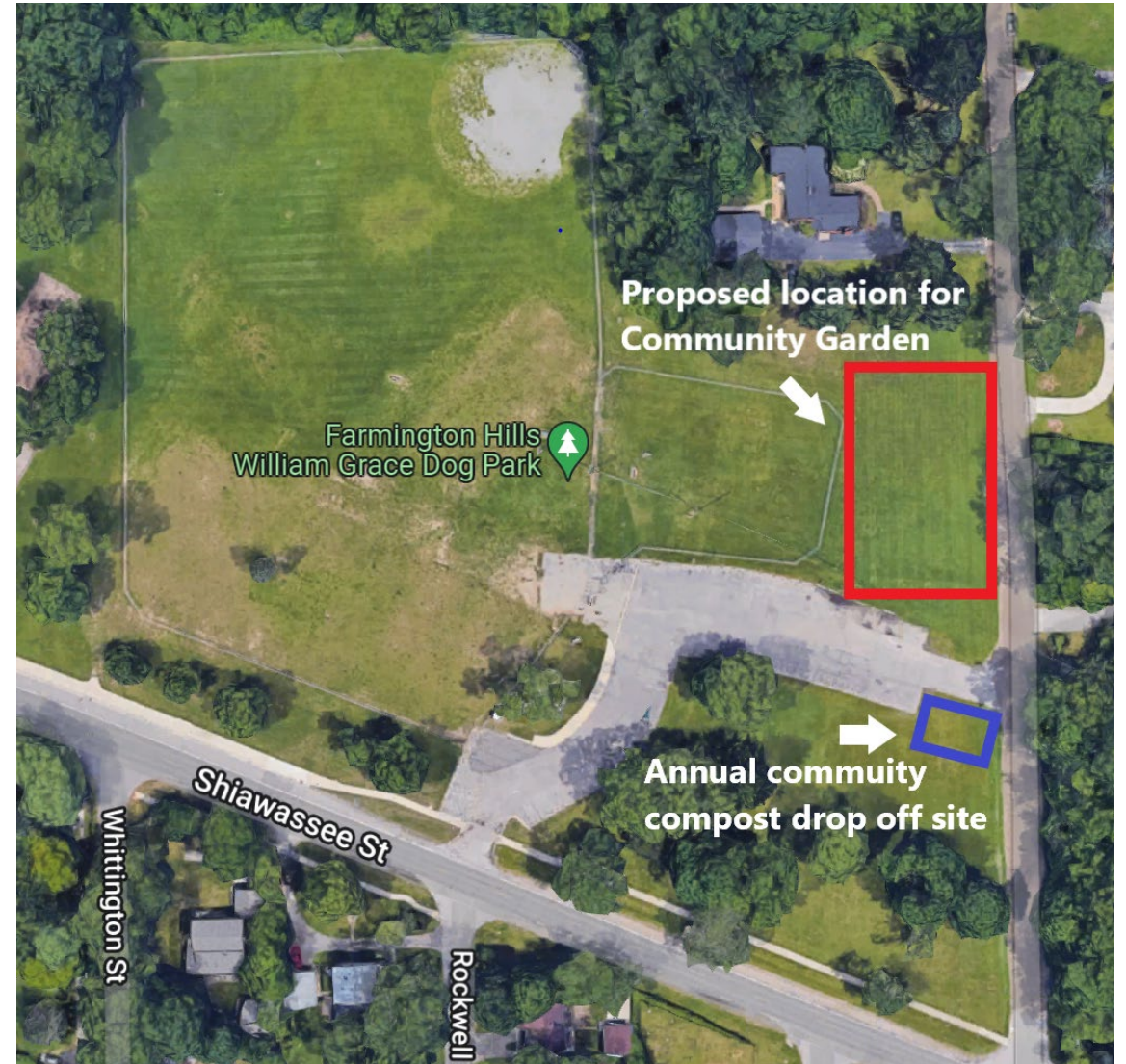
- Construct one community garden within the vicinity of the William Grace Dog Park.
- Gardens will consist of approximately 30 raised beds, each 4ft by 12ft in size.
- Gardens will include 2 beds dedicated to educational instruction and programs.
- Gardens will have access to a water supply, small storage area, community bulletin board, and be surrounded by a 6ft tall fence/gate.
- Community gardens will incorporate sustainable/environmentally friendly materials and practices.
- Garden plots will be reserved by residents with an annual one-time rental fee.

Community Gardens

- **Past Efforts**

- Mayor's Youth Council Garden - Costick
- CARES Community Garden - CARES
- In order to ensure active gardening participation and maintenance at the Community Garden, the following steps are recommended.
 - Inclusion and advertisement of plots in the seasonal FH Activities Guide.
 - Annual volunteer days hosted by Heritage Park to maintain cleanliness and prepare facilities for the upcoming season.
 - Educational events hosted by Heritage Park, with the goal of educating children and the public about the benefits of gardening.
 - Requiring a one-time annual fee in order to reserve a plot
 - Creating a Farmington Hills Community Garden Facebook Page.

Community Gardens





For more information contact:
Amanda Graham Barton at (843) 406-0060 or
agblandarch@gmail.com
To donate:
<http://www.charlestonparksconservancy.org/donate/>

MEDWAY PARK COMMUNITY GARDEN Riverland Terrace



Budget Estimate:

- Beds framing and soil:	\$4,500
- Pathways (gravel /Mulch):	\$9,500
- Fence and gates:	\$ 10,000
- Garden Shed:	\$ 17,000
Total:	\$ 40,000

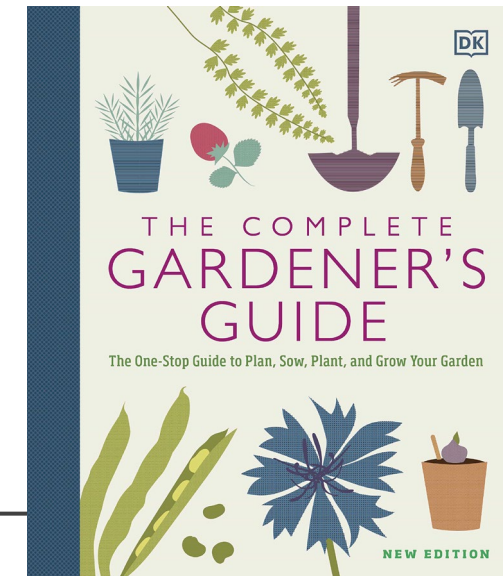
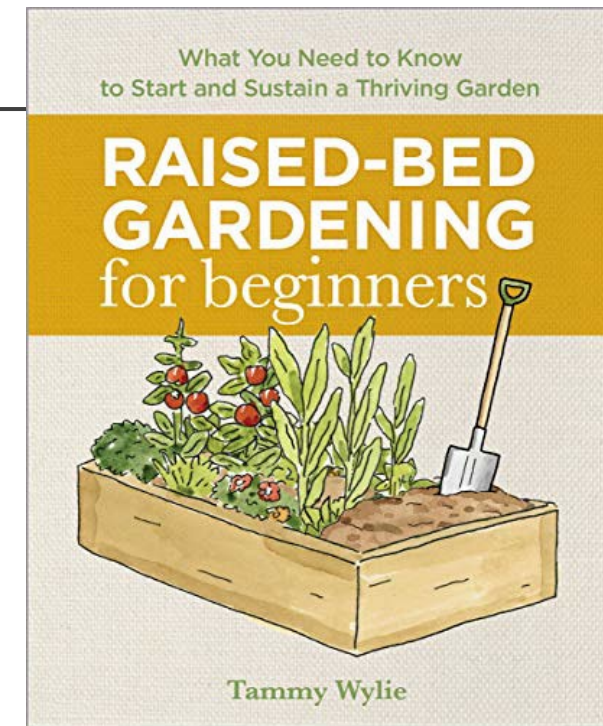
Water source and power provided



Community Gardens

Community Gardens

- **Farmington Hills Neighborhood Community Garden Guide**
 - Create a “How to” Handbook focusing on the details of installing your own community garden.
 - This initiative aims to provide homeowner associations, neighborhoods, individuals, and multi-family housing with a guide on how to implement community gardens into their own open spaces.



Solar Panel System at the Hawk

Solar Panel System at the Hawk

- **Goal & Community Impact**
 - Use a demo. sized photovoltaic system and battery application to show how power can be saved.
 - Share solar power and battery storage ideas with the community.
 - Provide a base for additional, future solar power and battery storage at the Hawk.



Solar Panel System at the Hawk

- **Cost and Timeline**
 - In 2022, a 20 panel PV roof array with wiring, inverter, battery and installation is app. \$50,000.00.
 - The plan is that an Electric Vehicle or Battery company in F.H. will partner with the project in the first quarter of 2023, with installation spring or summer 2024.



City Ordinance and Policy Audits

City Ordinance and Policy Audits

- **Goal & Community Impact**

- Evaluate and establish baseline for sustainability-related policies and ordinances
- Triple Bottom Line (Social, Environmental, and Economical) Benefits to FH

- **Cost**

- Existing Staff Time and Compensation

- **Timeline**

- Year 1: Ordinance and Policy Audit – 6 months – 1 year
- Year 2: Ordinance and Policy Update Adoption – 6 months – 1 year

City Ordinance and Policy Audits

- **Description**

- Farmington Hills Staff reviews ordinances and policies based on variety of criteria

- **Criteria Examples:**

- Ordinance Audit

- Energy (e.g., renewable energy, electric vehicle infrastructure)
- Water (e.g., green stormwater infrastructure, pervious surfaces)
- Waste (e.g., organic waste management, expanded recycling)
- Sustainable Building Design (e.g., new development and redevelopment requirements)
- Affordable Housing
- Zoning Map Review (e.g., Form-based Code, density, residential zoning)

- Policy Audit

- GHG Inventory and Climate Action Plan
- Pesticide and Herbicide Use
- Municipal Energy Tracking
- Alternative Fuel Vehicle Procurement Plan and Process (e.g, EVs)
- Development Incentives
- Diversity, Equity, and Inclusion

City Ordinance and Policy Audits

Case Studies

[Detroit Green Policy Case Studies](#)

[MI Zoning Database](#)

[Oakland County Green Infrastructure](#)

DETROIT GREEN POLICY CASE STUDIES

EXAMPLES OF GREEN ORDINANCES

City Council has passed several recent ordinances and resolutions that are intended to make Detroit a healthier and greener city. They are marked by great public/nonprofit/philanthropic/interagency collaboration, and ongoing monitoring and troubleshooting. Following are three examples.

ANTI-IDLING ORDINANCE (2008)

Issue: Diesel truck emissions are harmful to human health. Unnecessary idling causes even dirtier emissions because the catalytic converter cannot work properly. In addition to air pollution, idling wastes fuel, elevates noise levels, and shortens the life of the engine. Reducing idling would conserve fuel, save companies money, and protect neighborhood health, as well as the health of the driver.

Solution: Adopted an anti-idling ordinance that allows Detroit Police Department (DPD) traffic enforcement to ticket commercial trucks idling for longer than five minutes in a 60-minute period. Fines are \$150 for the driver and up to \$500 for the owner. Up to three tickets can be issued in an hour.

CHALLENGES BEING ADDRESSED IN ANTI-IDLING WORK GROUP

- DPD was targeting commercial delivery trucks in Eastern Market instead of focusing on unnecessary idling near residential areas, which was the intent
- There is no specific number for residents to call to report a violation
- There needs to be an efficient system for identifying hot spots for idling violations
- Companies did not know about the ordinance and were upset

DETROIT LEAD ORDINANCE (2010)

Issue: Landlords are required to disclose known lead hazards to renters, but not required to find out if there are lead hazards in rental properties. Lead inspections were only triggered when a child was found to have already been lead-poisoned.

Solution: Adopted a Detroit lead ordinance as part of the property maintenance code, which requires landlords to conduct annual lead inspection/risk assessment and address lead hazards in order to obtain certificate of occupancy.

CHALLENGES BEING ADDRESSED IN LEAD ENFORCEMENT WORK GROUP

- Good landlords felt punished because the City is behind on enforcement
- State list of lead inspectors/risk assessors distributed by the City included companies that were not providing proper inspection reports, which were rejected by the City, and landlords had no way of getting their money back
- There is supposed to be a second clearance inspection after lead abatement, which has been very difficult to do because inspectors cannot get back into the house
- Some landlords (such as elderly) cannot afford lead abatement, which can cost tens of thousands of dollars

URBAN AGRICULTURE ORDINANCE (2013)

Issue: Urban gardens and small farms—and possibly even large farms—have been growing in popularity as ways to productively use vacant land and grow healthy food. However, the City did not have legislation to make it a legal activity or to regulate it properly.

Solution: Adopted an Urban Agriculture Ordinance that allowed agricultural activities such as gardens, hoop houses, farms, and farm stands as conditional or by-right land uses in various zoning designations.

CHALLENGES BEING ADDRESSED

- Resolve whether allowing agricultural uses in existing zoning designations adequately allows the City and neighborhoods to use planning and zoning to create a long-term vision for urban agriculture in Detroit.

Other ordinances not described in detail here include the Green Purchasing Ordinance (2011), Vacant Property Ordinance (2010), Food Security Policy (2008), New Business Model for Solid Waste Management (2008), Non-Motorized Plan (2006). Two additional ordinances under review at the Law Department are the Good Food Ordinance and Complete Streets Ordinance. In Detroit's strong mayor form of government, the impact of council resolutions and ordinances would benefit from equal support by the administrative branch.

Electric Vehicle Infrastructure

Electric Vehicle Infrastructure

- **Goal & Community Impact**
 - Assess the need for community charging for electric vehicles and required infrastructure.
- **Cost**
 - Potential funding from State and Federal grants
 - Partnerships with EV charging vendors and networks
- **Timeline**
 - 2023: assess outcome of regional electric vehicle study

Electric Vehicle Trends

- Automakers are committing to a major shift to electric vehicles.
- Number of electric and hybrid vehicle models are set to significantly increase.
- All-electric will be 50% of new sales by 2030?

The New York Times

G.M. Will Sell Only Zero-Emission Vehicles by 2035

REUTERS®
Nissan unveils \$18 bln electrification push in bid to draw level with rivals



General Motors plans an electric Hummer pickup, with a high-end version due in showrooms this fall. General Motors Company, via Associated Press

Forbes WHEELS

Wheels > News

Mercedes-Benz Goes All-Electric By 2030

EV Charging Stations

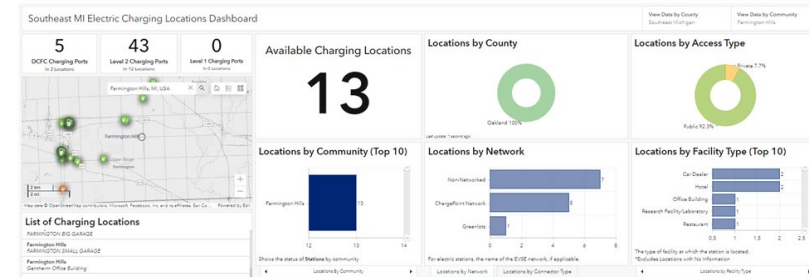
- Lack of community charging is not primary reason slowing adoption of EVs. Cost and battery range are more important.
- But it is important for cities to understand implications for the future.
- Southeast Michigan Council of Governments (SEMCOG) has compiled a comprehensive set of information and resources.

<https://southeast-michigan-ev-resource-kit-and-planning-hub-semcog.hub.arcgis.com/>



Recommendation

- The Detroit Regional Partnership (DRP) comprising Oakland, Macomb and Wayne counties are developing a regional electric vehicle study, with tools and recommendations available in 2023.
- It is recommended that Farmington Hills keep up to date on the regional efforts surrounding EV infrastructure to maximize resources and potential funding opportunities in the near future.

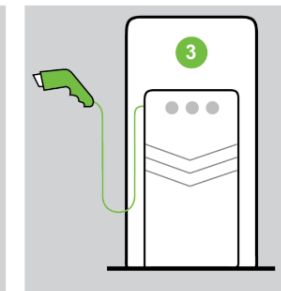
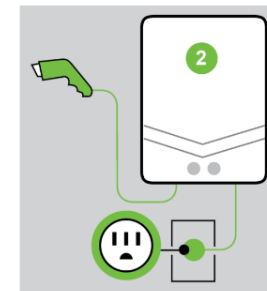


Level 2 Charging

One hour of Level 2 charging provides up to 30 miles of range, depending on the vehicle model.

DC Fast Charging

One hour of DCFC charging provides about 150 to 210 miles of range, depending on the vehicle model and DCFC power level.



QUESTIONS?



**INNOVATIONS, ENERGY AND
ENVIRONMENTAL SUSTAINABILITY
COMMITTEE REPORT
2022**

Executive Summary

The Innovations, Energy and Environmental Sustainability Committee (IEESC) was established by City Council resolution to research, study, and report to City Council efforts regarding innovation, energy and environmental sustainability.

Members of the committee include those representing resident, business, environmental, utility, and broadband interests, and representatives from the City of Farmington. IEESC members brought forth ideas for potential future opportunities for consideration and ranked the ideas in order of priority. Those priorities were further explored and are presented as IEESC project recommendations:

1. Establishment of Community Gardens
2. Ordinance and Policy Audit
3. Solar Panel System at The Hawk
4. Electric Vehicle Charging Stations – There is already established coordination efforts at the state and regional level on EV infrastructure. Given this, the committee acknowledges the importance of EV infrastructure in reference to this IEESC effort, but defers to ongoing coordinating efforts outside of this committee structure

Included in the following report is a summary of past sustainability-focused committees and projects, current projects and programming, and full descriptions of the IEESC recommendations, including possible funding opportunities. In addition to these project recommendations, the report concludes with possible next steps and proposals to include innovation and sustainability as part of already-established city processes.

Introduction

The Innovations, Energy and Environmental Sustainability Committee (IEESC) was established by City Council resolution for the purpose and with the objective of researching, studying, and reporting to the City Council on the following:

- (a) The past efforts, undertakings, and achievements of the City – through the work of the City Council, the City Administration, the Committee for Environment, Energy & Sustainability (CEES), and the Parks and Recreation Commission – with innovation, energy and environmental sustainability;
- (b) Potential opportunities, resources, programs, projects, practices, educational efforts, and actions that will enhance, advance, and further develop innovation, energy and environmental sustainability within the community; and
- (c) Possible sources of funding or financial and potential public-private partnerships and interlocal partnerships for innovation, energy, and environmental sustainability.

This committee is comprised of the following members representing the communities of Farmington and Farmington Hills.

Position	Name
FH Resident	Jon Aldred
Rep of business in FH	Matt Strickfaden
Sustainability Professional	Erin Quetell
DTE or utility Rep.	Jennifer Whitteaker
Broadband Task Force member	Aaron Paluzzi
EDC Member	Mark Zachos
Student	Nikolas de Wit
City of Farmington Rep	Nick Rudofski
City of Farmington Rep	David Richardson

HISTORICAL EFFORTS

The following information is a summary of sustainability efforts and the work performed by the City of Farmington Hills, its staff and community partners. Sustainability efforts include programs that were designed to be one-time projects to completion; programs that were designed to be a one-time study/pilot; and programs that were designed to continue once developed.

Going back to the year 2000, when the City created The 2020 Vision, the idea of sustainability efforts was included as part of that vision plan. Below is a snapshot that provides an understanding of the vast efforts, programs, and implementations that have occurred.

Prior Committees

Green Efforts Committee

Created in 2008, the Green Efforts Committee's purpose was to assemble recommendations for the City Council identifying ways for the City to be more "green," particularly where operational savings can be achieved. The committee presented a recommendations report to City Council in July 2008.

Commission for Energy and Environmental Sustainability (CEES)

The Commission for Energy and Environmental Sustainability grew out of the Green Efforts Committee created under Mayor Jerry Ellis. It was an 11-member Commission made up of 1 City Council Member, one staff designee, two business representatives, one student, and residents. The primary function was to provide community education opportunities and policy recommendations to City Council.

Sustainable Farmington Hills

Continued CEES efforts with support from the BOSCH Community Fund (funding ended in 2020). Led by part-time Sustainability Coordinator in the Nature Center and included various initiatives involving STEM in Nature education programs, parks recycling program, invasive species management, nature discovery trail, and how to resources on the City's website.

Broadband Task Force

Created in response to resident concerns over lack of quality internet service. Researched the issue and presented findings to City Council, which led to an assessment for construction of a municipal network. Due to this effort, a private firm contacted to City with interest in constructing a citywide fiber network. The Task Force scope has ended and efforts to construct a city-wide broadband system are ongoing.

Past Projects, Programs, and Pilots

LEED Certified City Hall

Renovations took place at Farmington Hills City Hall to become LEED Gold Certified by the U. S. Green Building Council.

Energy Efficiency

The City Manager's Office has taken the lead in Facility Energy Efficiency since the creation of the Green Efforts Committee in 2008. Many projects were implemented over the years to reduce energy usage and utility costs.

Rain Barrel Distribution

Rain barrels were provided to residents through City Hall to help residents collect water from rain to be reused to water gardens and plants.

Georgetown Energy Prize

In 2014, the City of Farmington Hills City Manager's Office took the lead on efforts to win the Georgetown Energy Prize Challenge. Several departments throughout the City assisted in the effort. The Georgetown Energy Prize was a challenge to communities across the nation to develop ideas that could ultimately lead to winning the competition by showing how much energy a community saved collectively. In the end, the top community would win a \$5,000,000 prize and the accolades of being "the best". The City of Farmington Hills staff and community members spent approximately three years collecting energy data, promoting campaigns relating to being more sustainable, and implementing a variety of new practices that would make Farmington Hills more sustainable.

Efforts for the Georgetown Energy Prize began in the City Manager's Office in 2014, then were delegated to the Department of Special Services where a part-time Sustainability Coordinator Position was created in 2015. As a part of their mission, Parks and Recreation throughout the nation has always strived to preserve green spaces, take care of the environment, and educate the public.

The City of Farmington Hills Department of Special Services has always made important efforts toward this mission. Prior to creating the Sustainability Coordinator position, the Department of Special Services had already developed many sustainable practices and education efforts through programs such as paper recycling, nature education programs and displays, and invasive species removal, to name a few. The Sustainability Coordinator Position was led by the Department of Special Services Deputy Director from 2015 to 2020. When the Covid 19 pandemic began, the position remained on hold until 2021 when the position was moved to the Farmington Hills Nature Center and was combined with the STEM Education Coordinator position.

Sustainability Coordinator

Job Description: The Sustainability Coordinator will support the implementation and development of sustainability related projects, specifically relating to the Sustainable Farmington Hills Program. Responsibilities include project management, community relations, research and reporting, marketing, event planning and more.

The Sustainability Coordinator will interact regularly with all City departments and programs. The Sustainability Coordinator will participate in various meetings, projects, and tasks involving daily operations. The candidate should be prepared to participate in off-site meetings and other early morning and late evening meetings including City Council meetings, Commission for Energy and Environmental Sustainability Meetings, etc. Opportunities for professional development and project specific training may also be a possibility.

E-PRIZE Workers

In order to fulfill the obligations of the Georgetown Energy Prize Project, temporary employees were hired under the Sustainability Coordinator position to assist with special events and campaigns to help support the Georgetown Energy Prize project.

Coloring Books

Coloring books were created to promote the message of saving energy and being more sustainable.

Water Bottles

The City promoted the use of refillable and reusable water bottles by giving away branded refillable water bottles.

Bill Buster & Energy Hog

Two characters/mascots were created to attend events, develop videos, and promote the Energy Prize Project.

Be Green Everyday Initiative

An initiative to encourage Farmington Hills residents to be green every day in various ways.

LED vs Incandescent

The creation of a display of an LED light bulb and incandescent light bulb was designed and displayed at a variety of events and the Costick Center for 1-2 years. LED light bulbs were handed out to residents to help better understand the energy savings that went with the use of LED vs incandescent.

Slow Roll Bike Event – Parade

The Sustainability Coordinator developed an event in conjunction with the Founders Festival to have bikes ride in the parade and display an example of non-motorized transportation.

Solar Trash Pilot Project

A Green Grant in the amount of \$2,500 was awarded to the City of Farmington Hills from the Michigan Recreation and Park Association to pilot the concept of a solar trash compactor. The compactor would reduce the amount of trash bags required and time to collect the trash by utilizing a dispenser that would compact the trash. The Solar Trash Project was implemented in Heritage Park near the North Shelter and Splash Pad. Outcome: The mechanical device used to compact the trash continued to have issues and time was not saved in this pilot project effort.

Styrofoam Collection Pilot Project

City staff researched the concept of collaborating with a company to collect Styrofoam for recycling. Due to the number of trailers required to pick up Styrofoam, the additional staff time, space requirements, and litter concerns, the project was not implemented.

Compost Pilot Project

In an effort to reduce the amount of trash collected from food preparation at the Costick Center, the City partnered with a company to collect the food compost, which would be picked up by the company in separate bins at the Costick Center vs throwing food in the trash. Outcome: The company determined it was too costly to make trips to pick up the compost, therefore the pilot project ended with no further implementation.

Simple Recycling

The City encouraged residents to put out orange Simple Recycling bags regularly, working with the organization that facilitates easy recycling of clothing and household goods.

Solar Energy Research

The Sustainability Coordinator and City staff met with solar energy related companies to research the concept of developing ways to capture solar energy.

Sustainable FH Videos

City staff members worked with the City's Video Division to create videos about important Sustainability Topics.

Community Gardens

Research was completed on the idea of implementing a community garden in a variety of locations throughout the City, including at the Costick Center, DTE property, Heritage Park, and property in Farmington. The implementation of a community garden would require water connections, garden plot development, and staffing to coordinate the effort.

The project was not implemented after learning the amount of staff time a community garden would take and also taking into consideration the fact that the property sizes in Farmington Hills allow adequate space for individual homeowners to plant a garden. Enough space exists to plant community gardens, however due to our research findings on costs, and the fact that other organizations in the City of Farmington Hills and Farmington were working on community gardening programs, the City determined not to move forward with the idea.

MYC Community Garden at Costick

A community garden was implemented by the Mayor's Youth Council and City staff at the Costick Center. The MYC and City staff plants herbs and vegetables in the Costick Courtyard, and the Costick kitchen staff uses the harvest for congregate meals.

Ice Arena LED Replacement Project

Ice Arena staff replaced all lighting with LED to reduce energy consumption, developing a cost savings of thousands of dollars annually.

Founders Sports Park Pond Management

In an effort to better manage the ecosystem, including the population of fish located in the pond in Founder Sports Park, an aeration system was placed, a fishing pier was added, and interpretive signs now educate the public about the area.

CEES Tip of the Month

Read by the Mayor each month during a City Council Meeting, from August 2017 – February 2020, the CEES Tip of the Month shared information with residents as part of an agenda item on a monthly basis. With the Covid pandemic, the CEES Tip of the Month ended in February 2020.

Hills 275 Trailhead

In order to provide residents an opportunity to utilize an already developed regional trail system, and a means to be more sustainable through non-motorized transportation, the City of Farmington Hills worked with the Federal Highway Administration, Michigan Department of Transportation, and others to develop the first trailhead along a federal highway in the State of Michigan, bordering the I-275 Metro Trail.

Water Bottle Filler Stations

Water bottle filler stations were placed in Heritage Park, Founders Sports Park, the Costick Center, City Hall, and two Fire Stations. Within two months, 279,614 water bottles were filled using water bottle filler stations. The implementation of water bottle filler stations reduced the amount of waste from plastic water bottles and provided a more environmentally friendly and sustainable way to get water. The water bottle filler stations continue to be placed in facilities and parks upon replacement of existing water fountains.

Nature Center Hands-On Displays

Throughout the Farmington Hills Nature Center, several hands-on educational displays and dioramas have been developed to further educate visitors about the environment and sustainability.

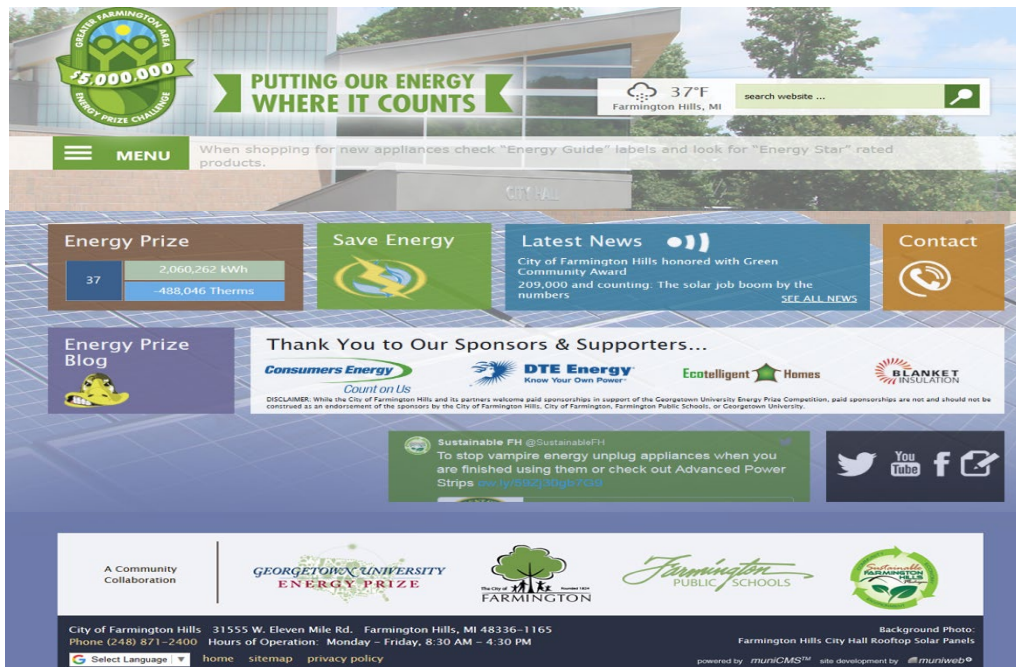
Marketing the Sustainable FH Message

A variety of posters and messaging was created to be placed in publications, social media, and facilities throughout the City. A key part of the efforts for Sustainable FH was marketing and

communication. Through the development of videos, social media blasts, tips of the month, the Sustainable FH website, Newsletter, and a variety of campaigns, the message to the community to be more sustainable has been embedded into several programs and practices within City departments. Sustainability has been embedded into programs and operations in a variety of ways, including Unplugged Summer Camps (where over 3,000 youth participate in camp programs through the City of Farmington Hills, the message continues to be “unplugged”) and blue recycling receptacles in parks with the message of recycling and educational materials displayed on the lids.

Sustainable FH Website

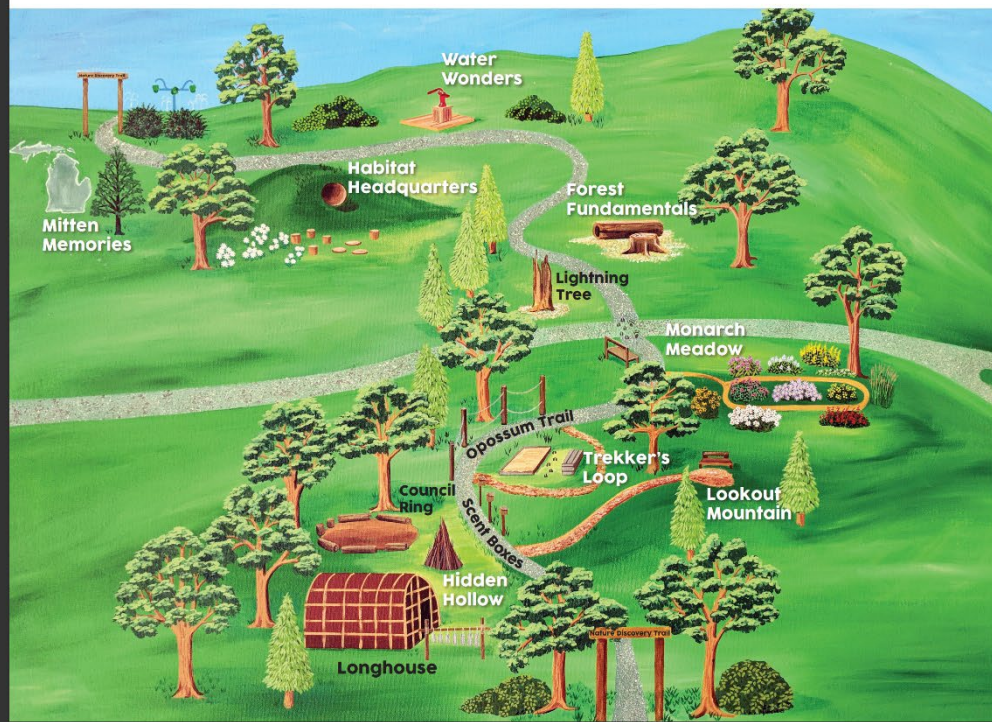
An entire website was developed to educate residents on Sustainable FH. When the City website was redesigned in 2021, the Sustainable FH website was taken down and not replaced.



Nature Discovery Trail

The Educational Interpretive Trail was developed by Special Services staff with support from Friends of the Rouge, Farmington Public Schools, Natural Community Services, Commission for Energy and Environmental Sustainability, Bosch Community Fund, and others. The trail was designed to educate visitors about environmental stewardship, restoration efforts, watershed features, and invasive and native plants through STEM based didactic signage and features. The ADA accessible Educational Interpretive Trail is an amenity for people of all ages and abilities. The trail includes several education areas with interpretive signs and activities, as well as native plants to build a better ecosystem within the park.

• Nature Discovery Trail •



Heritage Park Nature Trail Plant List

Common Name	Scientific Name	Size	General locations	Quantity
Spicebush	<i>Lindera benzoin</i>	1-3 gal.	Swales, flats (north)	7
Leadplant	<i>Amorpha canescens</i>	1-3 gal.	West end of rink	38
Red-berried Elder	<i>Sambucus racemosa</i>	1-3 gal.	Borders	26
Bladdernut	<i>Staphylea trifolia</i>	1-3 gal.	Hillside by lot	4
Carolina Rose	<i>Rosa carolina</i>	1-3 gal.	Borders	20
Smooth Arrow-wood	<i>Viburnum dentatum</i>	1-3 gal.	Borders in east	10
Blueberry	<i>Vaccinium angustifolium</i>	1-3 gal.	By pines	10
Redtwig dogwood	<i>Cornus sericea</i>	1-3 gal.	Swales near road	2
Smooth Arrow-wood	<i>Viburnum dentatum</i>	1-3 gal.	East borders	12
Silky Dogwood	<i>Cornus amomum</i>	1-3 gal.	Southwest border	8
Eastern Red Cedar	<i>Juniperus virginiana</i>	5 gal.	Rink borders	12
Black Cherry	<i>Prunus serotina</i>	1-3 gal.	South Border	7
Serviceberry	<i>Amelanchier spicata</i>	1-3 gal.	Road entrance	5
Quaking Aspen	<i>Populus tremuloides</i>	1-3 gal.	Road entrance	6
Red Maple	<i>Acer rubrum</i>	1-3 gal.	Near entrance in lawn	3
Sugar Maple	<i>Acer saccharum</i>	1-3 gal.	Near entrance pod	4
Honeylocust	<i>Gleditsia tricanthos</i>	1-3 gal.	Near entrance pod	8
Red Oak	<i>Quercus rubra</i>	1-3 gal.	By lot	1
Sassafras	<i>Sassafras albidum</i>	1-3 gal.	Near pines	3
Yellow hyssop	<i>Agastache nepetoides</i>	plug	Toeslope by lot	76
Nodding Wild Onion	<i>Allium cernuum</i>	plug	Street bioswales	228
Columbine	<i>Aquilegia canadensis</i>	plug	West and north edges	190
Aster bigleaf	<i>Aster macrophyllus</i>	plug	Trail edges	190
Woodland Sunflower	<i>Helianthus divaricatus</i>	plug	By pines	76
Wild Strawberry	<i>Fragaria virginiana</i>	plug	Slope by lot	190
Horsemint	<i>Monarda punctata</i>	plug	Borders	300
Beard tongue	<i>Penstemon hirsutus</i>	plug	Edges	300
Field cinque	<i>Potentilla simplex</i>	plug	Groundcover	300
Mountain mint	<i>Pycnanthemum virginianum</i>	quart	Swales	18
Big bluestem	<i>Andropogon gerardii</i>	plug	Edges	190
Spiderwort	<i>Tradescantia ohioensis</i>	quart	Swales	18
Showy goldenrod	<i>Solidago speciosa</i>	quart	Swales	18
Grey coneflower	<i>Ratibida bipinnata</i>	quart	Swales	18
Pale sedge	<i>Carex brevior</i>	plug	Side slopes	190
Black-eyed susan	<i>Rudbeckia hirta</i>	plug	Edges	190

Heritage Park Nature Trail Seed Mixes*

Michigan Wildflower Farm prairie mix

Cardno low-profile mix

Cardno mesic woodland mix

*0.6 acre of savanna and prairie seed sowing

Nature Discovery Trail Book

The Nature Discovery Trail book is a book that can be picked up at the Nature Center and used by visitors to do activities and learn more about sustainability and the environment.



Current Projects and Programs

City Hall Tours

The Sustainability Coordinator leads tours, and receives requests for tours from all sectors, including school groups, Scouts, business leaders, colleges, and others. Each semester, every section of OCC's Environmental Studies class schedules a tour. A typical tour takes students around the building to showcase the various building design features highlighted in the presentation.

Recycle in Parks Program

Blue recycling receptacles have been placed in parks with the goal of continuing to place more receptacles for recycling. The recycling receptacles include lids that have educational materials about recycling and are placed next to brown trash receptacles.

Earth Day

In an effort to develop a large event that would promote sustainability, the Nature Center took the lead and worked with the Sustainability Coordinator and several partners to create an annual Earth Day event that would always take place on April 22 (Earth Day). The event includes educational booths, activities, live music, plant/seed giveaways, and much more. Hundreds of people attend this educational event each year.

STEM in Nature Programming

Through "STEM in Nature," youth get hooked on STEM by realizing that STEM is about applying what they learn to creative real world problem-solving. They apply curriculum and nature study to a related engineering design challenge. They see themselves as scientists and engineers as they conduct investigations and use the Engineering Design Process. For example, they build stormwater pollution prevention models, renewable energy creations, and seed inventions.

Family Energy Nights

Visiting schools through outreach programming, Nature Center staff educates families on how to be more sustainable while participating in 16+ hands-on Activity Stations featuring a variety of nature and energy-related investigations and engineering design challenges related to solving real-world energy issues.

Children's Garden

With support from Chrysler, a children's garden was funded, and Nature Center staff developed a permanent Children's Garden directly outside the Nature Center. The garden is a tool to educate the community in the ways that they can develop their own garden space.

Summer Camps

Nature Center camps have incorporated the environment and sustainability into many of the activities that take place during the summer sessions.

Nature Center Group Tours

Throughout the entire year, the Nature Center hosts school groups, Scout groups, and others. While on their visit, Nature Center staff leads hikes and activities that educate visitors on the environment and sustainability.

Oakland County Cooperative Invasive Species Management Area (CISMA)

Working with communities across Oakland County, the Sustainability Coordinator attends meetings and brings back information to the City of Farmington Hills on better ways to manage invasive species. CISMA is a group that works with other cities in Oakland County to manage Phragmites, Swallow-wort, Japanese Knotweed, European Frogbit, Flowering Rush, etc.

Invasive Species Management Plan

Throughout the City of Farmington Hills, invasive species continues to be a concern that impacts our larger ecosystem. Focusing on parks, Nature Center, Parks staff, and the Sustainability Coordinator are working to develop a plan to better control invasive species.

Deer Management

Residents of Farmington Hills have had growing concerns about the City's deer population. The Sustainability Coordinator assists with answering phone calls and reporting. Other City staff members perform aerial deer counts, track deer/vehicle accidents, work with neighboring communities on deer concerns, and assist with the overall Deer Management Plan for the City of Farmington Hills.

Nature Center Makerspace

The Nature Center Makerspace includes eight maker bins with materials and task cards, available for Nature Center visitors. Visitors are taught to 1) Think, 2) Make, 3) Reflect, 4) Improve. The Makerspace is "designed for disassembly," so participants understand that instead of taking their creation home, we can "reduce, reuse, recycle" for sustainability.

The above information details just some of the ways that the City of Farmington Hills has incorporated sustainability into programs and operations. Sustainability efforts continue City wide, as staff continues to improve on ways to be more sustainable in the future.

IEESC PROJECT RECOMMENDATIONS

1) Community Gardens Proposal Summary

Goal and Community Impact

The Community Garden project has a goal of providing residents with green space within the City of Farmington Hills suitable for agricultural utilization while implementing the use of native plant species and pollinators. Implementation of community gardens would help promote community engagement with the outdoors, healthy lifestyles, and improved quality of life. The addition of Community Gardens has the potential to enrich the City of Farmington Hills ecosystem by introducing habitat for native plant species and native pollinators.

Possibilities include working with Heritage Park and the Department of Special Services to provide periodic maintenance, oversight, educational programs, and community engagement of already existing volunteer groups. Additional partnerships with environmental nonprofit organizations focused on native plants, pollinators, and residential agriculture are also possible to achieve this proposal.

Vision

The Farmington Hills Community Garden proposal aims to construct one initial proof of concept location within the vicinity of William Grace Dog Park. With the goal of expanding to additional locations once fully operational, and with increased demand from citizens. The initial garden will consist of approximately 30 raised beds, each 4ft by 12ft in size, with 2 beds allocated for educational instruction. The gardens will have access to a water supply, a small storage area, and be surrounded by a fence and gate. The Community Gardens will incorporate sustainable and environmentally friendly methods/ practices. Garden beds will be reserved by the community residents with an annual one-time rental fee. Differing rates may apply to non-residents.

Farmington Hills Neighborhood Community Garden Guide

In addition to city-operated community gardens, a “How to” Handbook will be written to encourage citizens to incorporate gardens into their own properties. This initiative aims to provide homeowner associations, neighborhoods, individuals, and apartment complexes with a guide on how to implement community gardens into their own open spaces. While following guidelines provided by the City of Farmington Hills.

Expected Costs

Expected costs include installation of fencing, garden beds, water spigots, water pipe installation, a small, covered shed, woodchips, and or gravel. Additional features may include rainwater collection systems, community rule and communication boards.

In order to offset the cost of installation, it is recommended that the City of Farmington Hills reach out to the surrounding local businesses and charitable organizations to raise funds for the project. This may include advertisement and naming of the garden. Community Garden grant applications and fundraising may also help cover the costs for installation and materials related to construction/ operation. Revenue generated by the annual one-time rental fee will also supplement the costs of operation.

Overall costs could range from \$20,000 to \$40,000 depending on the size of gardens, and type of materials used in construction.

List of potential businesses to raise funds from (located within Farmington Hills).

- Beaumont Hospital
- Bosch
- Nissan
- Hitachi
- Mercedes-Benz
- Mahle
- Cengage Learning
- Detroit Wildflower Nursery

Operation

Operation of the Community Garden will include a mandatory “Rules guide” which must be adhered to by all participants. This guide will include rules regarding:

- Dates and time of operation.
- Garden and aisle cleanliness.
 - o Weeding, overgrowth and neglect.
- Allowable structures.
- Allowable yard waste collection.
- No Pets.
- Children must be accompanied by an adult
- Maximum height of plants.
- Use of Fertilizer and Insecticides.
- Use of water lines.
- Stealing.
- End of season cleanliness.
- Produce is for personal use and donation only. Produce cannot be sold.
- Resources to donate excess produce.

Established rule guides from surrounding community gardens can be referenced to create an optimal rule guide. Examples include, Dexter Community gardens, Greenmead, Thayer's Corner, and Kerner Farm.

The creation of a city-operated Community Facebook page or Website can be implemented to share information and coordinate efforts between gardeners. This Page can also be utilized as a platform to share gardening tips and sustainability initiatives within Farmington Hills.

Case Studies

Multiple communities in the surrounding vicinity of Farmington Hills have implemented Community Gardens in their public spaces. Examples include West Bloomfield's Karner Farm, Livonia's Greenmead Historic Park, and Northville's Thayer's Corner Nature Area.

Karner Farm contains 64 plots, each 450 square feet in size. The price for residents is \$40 while nonresidential fees are \$60. Karner Farm has a one-to-two-year waitlist for participants willing to rent a plot for the season. Plots are tilled by the city in early spring to provide ideal growing conditions for gardeners.

Greenmead contains roughly 120 plots, each 576 square feet in size. The price for residents is \$32 while nonresidential fees are \$45. Greenmead receives excellent participation from the community, as well as nearly full revolving annual plot utilization.

Thayer's Corner contains 100 plots, each 625 square feet. Raised handicap garden beds are also available for seasonal rent. Annually, Thayer's Corner rents out all available plots.

Past Efforts

Mayor's Youth Council Garden (Discontinued)– Costick
CARES Community Garden (Discontinued) – CARES Farmington Hills

In order to ensure active gardening participation and maintenance at the community garden, the following steps are recommended.

- Inclusion and advertisement of plots in the seasonal Farmington Hills activity guide.
- Annual volunteer days hosted by Heritage Park to maintain cleanliness and prepare facilities for the upcoming season.
- Educational events hosted by Heritage Park, with the goal of educating children and the public about the benefits of gardening.
- Requiring a one-time annual fee in order to reserve a plot.
- Creating a Farmington Hills community garden Facebook page.

With the implementation of these steps, consistent and successful utilization of the community garden will be ensured.

Timeline

The Innovation Energy and Environmental Sustainability Committee will present proposals to the Farmington Hills City Council on August 15th, 2022.

Finalize design, plans for installation, and implementation of garden – 2023

Begin installation of community gardens – Spring/Summer 2024



Concept Art and Estimated Budget, Medway Park, Charleston North Carolina



Concept Art, Medway Park, Charleston North Carolina



Completed Medway Park, Charleston North Carolina



Completed Medway Park, Charleston North Carolina



Raised Garden Beds Example



Garden Bed Size Example



Wire Fencing

2) Ordinance & Policy Audit

Goal and Community Impact

The goal of the ordinance and policy audit recommendation is to establish a baseline from which Farmington Hills government staff can determine various sustainability opportunities. Understanding current ordinances, policies, and practices allows the City to critically evaluate current services and governance with an eye to sustainability (social, environmental, and economical inputs and outputs). Implementing sustainable ordinances, policies, and practices are not only good for the environment, but also spurs economic development and social benefits.

The recommendation includes both an ordinance and policy update which are defined as follows:

Ordinance Audit

The ordinance audit will review all codified parts of the City's code of ordinances regarding various sustainability topics (see below). For example, review of the zoning ordinance for renewable energy requirements for new and redevelopment, or how amenable the ordinance is to include electric vehicle (EV) charging infrastructure as a requirement for new development and redevelopment. By incorporating sustainable elements into the code of ordinance, the City will be able to enforce a variety of requirements that aid in the City's sustainability goals.

Recommended audit topics:

Below you will find a list of topics recommended for review in the auditing process. This is not an exhaustive list but serves as a place to start for this review. It may be beneficial to conduct an external review of other sustainability ordinances throughout Oakland County for supportive and comparative language.

- Renewable Energy (wind, solar, geothermal etc.)
 - o Are there requirements for renewable energy installations? What are they?
 - o Is there a 'solar-ready', or similar renewable energy requirement for new development?
 - o A clear delineation of what renewable energy ordinances apply to residential properties.
- Building Performance and Energy Tracking
 - o Are there building performance and energy tracking requirements for new development? What are the parameters?
- Electric Vehicle (EV) Infrastructure
 - o Is there an electric vehicle requirement for new and redevelopment? What is the requirement?
 - o Is there an 'EV-ready' requirement for new and redevelopment?
- Landscaping Requirements

- Does the code require green stormwater infrastructure for new and redevelopment?
- Is natural landscaping permitted (e.g., use of native plants in lieu of turfgrass)?
- Are trees required in the landscaping requirements? How many?
 - If the site cannot support required number of trees, what is the alternative? Is there a 'tree fund'?
- Parking Requirements
 - Have the parking requirements been reevaluated for appropriate parking needs?
 - Is there a Transit Oriented Development requirement or overlay?
 - Is there a bike parking requirement?
 - Is there a micro-mobility requirement?
- Sustainable Building Design
 - Is there a sustainable building requirement for new development?
 - Are their renewable energy requirements? Alternative fuel or dual fuel requirements?
 - What are the energy standards for new development?
 - Are there minimum density requirements for new development and/or maximum building footprint restrictions?
 - Are there % land cover requirements for new development? Are there open space requirements?
- Waste Management (Landfill, Recycling, Composting, and Construction Waste)
 - Is composting permitted in Farmington Hills? What are the requirements?
- Tree and Greenfield Preservation
 - Is there a tree preservation ordinance?
 - Is there a greenfield preservation ordinance?
 -
- Affordable Housing
 - Is there an affordable housing requirement? What does it look like?
 - How is affordable housing incorporated into the ordinance?
- Zoning Map Review – (Density, Housing Typology, Form-based Code, Land Use, Greenspace and Landscaping, etc.)
 - What is the current housing typology and how is it zoned?
 - Are there incentives for sustainable building design in new development?
 - Are the allowable uses flexible enough in the zoning ordinance?

Policy Audit

The policy audit aims to look internally at City operations regarding sustainability policies and practices, and to determine opportunities for advancement. Reviewing city policies could help the City save money in the long run by optimizing resources and implementing best management practices. Generally, the policy audit will look at energy, waste, water, economic incentives, development guidelines and permitting, and other social service offerings.

Recommended audit topics:

Below you will find a list of topics recommended for review in the auditing process. This is not an exhaustive list but serves as a place to start for this review. It may be beneficial to conduct an external review of other sustainability policies throughout Oakland County for supportive and comparative language.

- Permitting
 - o Renewable Energy
 - o Electric Vehicles
 - o Natural Landscaping
 - o Stormwater Capture
 - o Stormwater Management
 - o Tree Removal
 - o Tree Planting
- Code Enforcement
 - o Natural Landscaping and Weed Prevention – are Farmington Hills code enforcement officers trained to understand the difference between natural landscaping and weeds? Stormwater mitigation installations and blight?
- Municipal Energy Tracking
 - o Buildings
 - o Streetlights
 - o Is the City tracking energy use?
 - o Is there an energy efficiency plan?
- Anti-Idling Policy for City Vehicles
- Alternative Fuel Vehicle Procurement Plan and Process
 - o Does the City have a plan to decarbonize the City fleet and introduce alternative fuel vehicles to the fleet?
- Greenhouse Gas (GHG) Inventory and Climate Action Plan
 - o Does the City have a GHG inventory?
 - o Does the City have carbon reduction goals and action plans?
 - o Does the City have decarbonization goals and action plans?
- Pesticide and Herbicide Use
 - o Has the City banned the use of pesticides and herbicides that contain harmful elements that impact our environment (e.g, Neonicotinoids and other carcinogens) and have all applicable city employees obtained their Integrative Pest Management Certification for proper pesticide and herbicide use and application?
 - o What is the policy for keeping certifications up to date?
- Development Incentives
 - o What incentives exist? Are they related to sustainability?
- Diversity, Equity, and Inclusion
 - o What is the City policy on DEI initiatives? How is DEI integrated into City operations and services?
 - o How is DEI integrated into HR practices? External consultants and partnerships?

Expected Costs

These audits would be conducted by internal City staff. Though there is a cost to their employment and benefits, it is not anticipated that additional funding will be needed to conduct these audits.

Case Studies

[Detroit Green Policy Case Studies](#)

The Detroit Environmental Agenda compiled various examples of challenges City of Detroit was facing and the “green” policy and ordinance changes that were enacted to address those issues. This is one example of how conducting a critical review and audit of the existing ordinances and policies can rectify current issues the City of Farmington Hills might be facing and address those issues with a more sustainable solution.

DETROIT GREEN POLICY CASE STUDIES

EXAMPLES OF GREEN ORDINANCES

City Council has passed several recent ordinances and resolutions that are intended to make Detroit a healthier and greener city. They are marked by great public/nonprofit/philanthropic/interagency collaboration, and ongoing monitoring and troubleshooting. Following are three examples.

ANTI-IDLING ORDINANCE (2008)

Issue: Diesel truck emissions are harmful to human health. Unnecessary idling causes even dirtier emissions because the catalytic converter cannot work properly. In addition to air pollution, idling wastes fuel, elevates noise levels, and shortens the life of the engine. Reducing idling would conserve fuel, save companies money, and protect neighborhood health, as well as the health of the driver.

Solution: Adopted an anti-idling ordinance that allows Detroit Police Department (DPD) traffic enforcement to ticket commercial trucks idling for longer than five minutes in a 60-minute period. Fines are \$150 for the driver and up to \$500 for the owner. Up to three tickets can be issued in an hour.

CHALLENGES BEING ADDRESSED IN ANTI-IDLING WORK GROUP

- DPD was targeting commercial delivery trucks in Eastern Market instead of focusing on unnecessary idling near residential areas, which was the intent
- There is no specific number for residents to call to report a violation
- There needs to be an efficient system for identifying hot spots for idling violations
- Companies did not know about the ordinance and were upset

DETROIT LEAD ORDINANCE (2010)

Issue: Landlords are required to disclose known lead hazards to renters, but not required to find out if there are lead hazards in rental properties. Lead inspections were only triggered when a child was found to have already been lead-poisoned.

Solution: Adopted a Detroit lead ordinance as part of the property maintenance code, which requires landlords to conduct annual lead inspection/risk assessment and address lead hazards in order to obtain certificate of occupancy.

CHALLENGES BEING ADDRESSED IN LEAD ENFORCEMENT WORK GROUP

- Good landlords felt punished because the City is behind on enforcement
- State list of lead inspectors/risk assessors distributed by the City included companies that were not providing proper inspection reports, which were rejected by the City, and landlords had no way of getting their money back
- There is supposed to be a second clearance inspection after lead abatement, which has been very difficult to do because inspectors cannot get back into the house
- Some landlords (such as elderly) cannot afford lead abatement, which can cost tens of thousands of dollars

URBAN AGRICULTURE ORDINANCE (2013)

Issue: Urban gardens and small farms—and possibly even large farms—have been growing in popularity as ways to productively use vacant land and grow healthy food. However, the City did not have legislation to make it a legal activity or to regulate it properly.

Solution: Adopted an Urban Agriculture Ordinance that allowed agricultural activities such as gardens, hoop houses, farms, and farm stands as conditional or by-right land uses in various zoning designations.

CHALLENGES BEING ADDRESSED

- Resolve whether allowing agricultural uses in existing zoning designations adequately allows the City and neighborhoods to use planning and zoning to create a long-term vision for urban agriculture in Detroit.

Other ordinances not described in detail here include the Green Purchasing Ordinance (2011), Vacant Property Ordinance (2010), Food Security Policy (2008), New Business Model for Solid Waste Management (2008), Non-Motorized Plan (2006). Two additional ordinances under review at the Law Department are the Good Food Ordinance and Complete Streets Ordinance. In Detroit's strong mayor form of government, the impact of council resolutions and ordinances would benefit from equal support by the administrative branch.

[MI Zoning Database](#)

The University of Michigan Graham Sustainability Institute partnered with the Michigan Department of Environment, Great Lakes, and Energy to review Michigan community ordinances related to renewable energy, including electric vehicle ordinances. The result of this audit is the [Michigan Renewable Energy Zoning Database](#) and Maps ([Zoning Jurisdictions](#), [Solar Energy](#), [Wind Energy](#)). This resource is a great tool to review and consider when conducting the audit review to better understand how adjacent communities are integrating renewable energy ordinance and requirements.

[Oakland County Green Infrastructure](#)

The Oakland County Water Resources Commission (WRC) partnered with the 14 communities within the George W. Kuhn Drainage District (GWK) to determine how to best update stormwater standards, mitigate stormwater issues, and implement green stormwater infrastructure projects. In partnership with their consulting firm, OHM Advisors, WRC conducted an ordinance audit to “review [the] existing local ordinances and stormwater design standards for compatibility with the use of green infrastructure.”

This review looked at the zoning ordinances of the 14 communities to determine how “friendly” their ordinances were to encourage and enforcing green stormwater infrastructure practices into development projects, impervious surface and parking requirements, landscaping requirements, and other related ordinances, policies, and permits. The team then provided recommendations for language updates, program opportunities, and schematic examples of how the site planning process could be improved to include green stormwater solutions, and other requirements within the new stormwater management ordinance passed by Oakland County. This is another example of how reviewing ordinances and policies can result in sustainable improvements for economic development.

Timeline

Year 1: Ordinance and Policy Audit - 6 months – 1 year

Year 2: Ordinance and Policy Update Adoption - 6 months – 1 year

3) Solar Panel and Battery System, and Resident testimonials

Solar Photo Voltaic Introduction

As of 2021, solar generates 4% of the world's electricity, compared to 1% in 2015 when the [Paris Agreement](#) to [limit climate change](#) was signed. Along with [onshore wind](#), the cheapest [levelized cost of electricity](#) is [utility-scale solar](#). The [International Energy Agency](#) said in 2021 that under its "Net Zero by 2050" scenario solar power would contribute about 20% of worldwide [energy consumption](#), and solar would be the world's largest source of electricity.

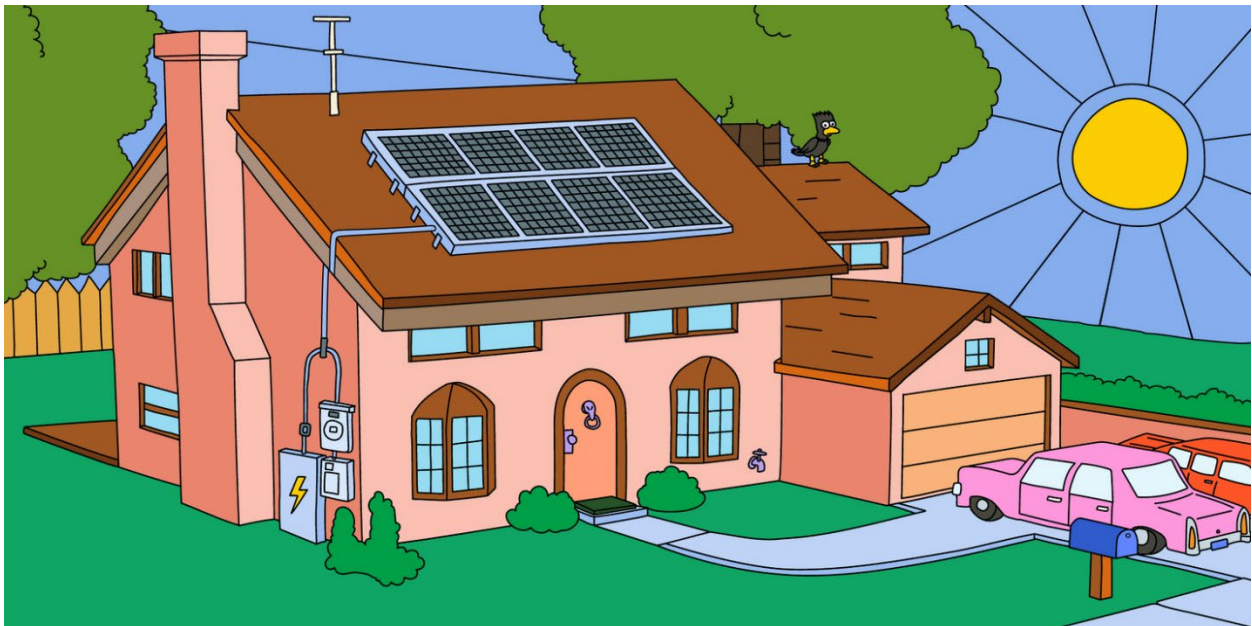


Illustration by Dana Davis

The efficiency at which PV cells convert sunlight to electricity varies by the type of cell material and technology. The efficiency of PV modules averaged less than 10% in the mid-1980s, increased to around 15% by 2015, and is now approaching 20% for state-of-the-art modules. Experimental PV cells and PV cells for space satellites are nearly 50% efficient.

How photovoltaic systems operate

The PV cell is the basic building block of a PV system. Individual cells can vary in size from about 0.5 inches to about 4 inches across. However, one cell only produces 1 or 2 Watts, which is only enough electricity for small uses, such as for powering calculators or wristwatches.



source National Renewable Energy Laboratory

PV cells are electrically connected in a packaged, weather-tight PV module or panel. PV modules vary in size and in the amount of electricity they can produce. PV module electricity generating capacity increases with the number of cells in the module or in the surface area of the module. PV modules can be connected in groups to form a PV array. A PV array can be composed of two or hundreds of PV modules. The number of PV modules connected in a PV array determines the total amount of electricity the array can generate.

Photovoltaic cells generate direct current (DC) electricity. This DC electricity can be used to charge batteries that, in turn, power devices that use direct current electricity. Nearly all electricity is supplied as alternating current (AC) in electric power lines. Devices called *inverters* are used on PV modules or in arrays to convert the DC electricity to AC electricity.

PV cells and modules will produce the largest amount of electricity when they are directly facing the sun. PV modules and arrays can use tracking systems that move the modules to constantly face the sun, but these systems are expensive and are mostly used in large PV power plants. Most PV systems on buildings have modules in a fixed position with the modules facing directly south (in the northern hemisphere—directly north in the southern hemisphere)

Demonstration System at the Hawk

A small scale, 20 panel P.V. array would have low slope racks. This low slope arrangement while not the most optimal for sun exposure it still works very well and results in little or no upgrades to the existing roof structure.

In tandem with the 20 panel P.V. array a battery and inverter system would be included which tracks the energy saved as well as storing it for possible uses and exploration.

Goal & Community Impact

- Use a demo. sized photovoltaic system and battery application to show how power can be saved.
- Share solar power and battery storage ideas with the community.
- Provide a base for additional, future solar power and battery storage at the Hawk.

Cost and Timeline

- In 2022, a 20 panel PV roof array with wiring, inverter, battery and installation is app. \$50,000.00.
- The plan is that an Electric Vehicle or Battery company in F.H. will partner with the project in the first quarter of 2023, with installation spring or summer 2024.

Resident Examples, Testimonials

In addition, testimonials of residents who have already added solar power to their homes could be sought. Perhaps with a form like the following, however thanks to the power of the internet and the city's YouTube channel those same residents could be interviewed, and the interviews posted on the city's website and at the Hawk a display poster of QR codes could link to the recordings.

Name:

Photos of install:

Size of install in Kwh:

Average Daily generation:

Power Bill before install:

Power Bill after install:

Other Relevant information:

For example:

Name: Aaron Paluzzi



Photos of install:

Size of install in Kwh: 9.9kwh of panels. 7.7kwh SMA inverter

Average Daily generation: 56kwh

Power Bill before install: \$350 June 2021

Power Bill after install: \$0 June 2022

Other Relevant information: All equipment purchased from a local solar reseller. Install completed in a DIY fashion using an electrician for connection to the grid. Errors that I made as a homeowner would have saved me \$1000 in equipment. However, all in I've spent \$20,000 before rebates. Wiring that I made mistakes with were reused in other projects so it's not money that was thrown away.

4) Electric Vehicle Charging Stations

Introduction

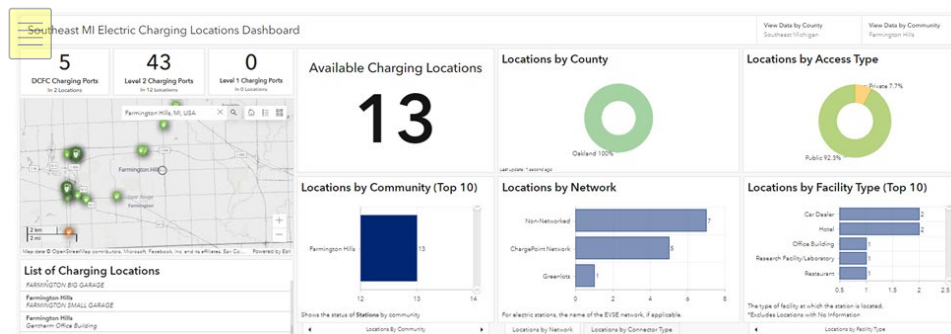
Automakers are committing to a major shift to electric vehicles. General Motors has targeted 2035 for an all-electric line-up of vehicles, and others such as Mercedes-Benz and Lexus to be all-electric by 2030. President Biden’s Executive Order on “Strengthening American Leadership in Clean Cars and Trucks” sets a goal that 50 percent of all new passenger cars and light trucks sold in 2030 be zero-emission vehicles.

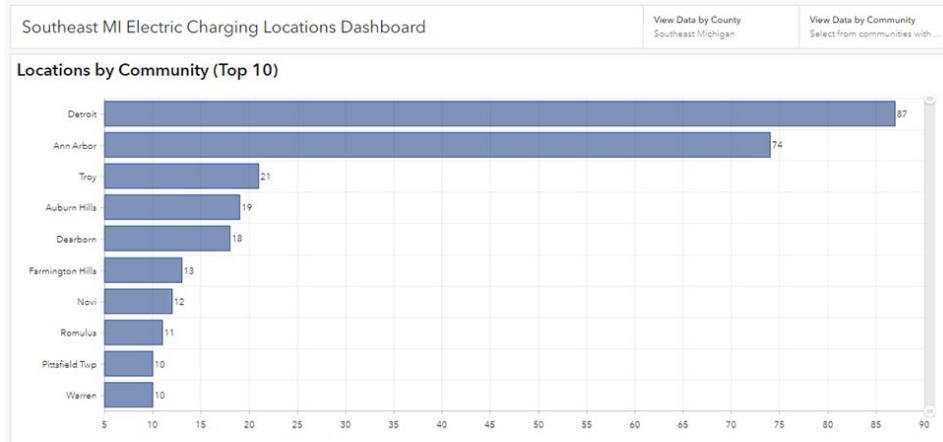
Despite recent growth, sales of electric vehicles in the U.S. are currently at 4.6% of all new vehicle registrations. There is some concern that consumers may not shift as quickly to electric as is being targeted. According to Autolist (<https://www.autolist.com/news-and-analysis/2022-survey-electric-vehicles>), in addition to the expected reasons of up-front cost and battery range, the third most common reason for slow customer acceptance in the U.S. is the lack of electric vehicle charging stations. This is likely to be true in Michigan since our state is currently ranked 29th in the nation according “State Transportation Electrification Scorecard” of the American Council for an Energy-Efficient Economy (ACEEE). <https://www.aceee.org/electric-vehicle-scorecard>

Current Situation in Farmington Hills

Southeast Michigan Council of Governments (SEMCOG) has compiled a comprehensive set of information and resources on planning for the move to electric vehicles and this includes a dashboard showing data on publicly available charging locations. It currently lists 13 charging locations (as per 7/25/2022) in Farmington Hills which places it 6th in the list of communities in Southeast Michigan (City of Farmington has an additional 3 locations).

<https://southeast-michigan-ev-resource-kit-and-planning-hub-semcog.hub.arcgis.com/pages/interactive-maps-and-data-resources>





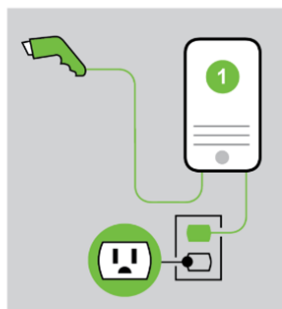
Planning for Electric Vehicles

The SEMCOG website provides a useful “EV 101” section including an overview of the charging equipment (Level 1, Level 2 and Direct-Current Fast Charging):

<https://southeast-michigan-ev-resource-kit-and-planning-hub-semcog.hub.arcgis.com/pages/ev-101>

Level 1 Charging

One hour of Level 1 charging provides up to 5 miles of range, depending on the vehicle model.



Charger Type:

- Level 1

Connector Types:

- J1772 charger port



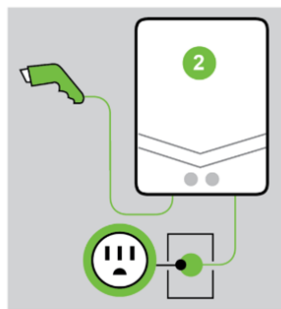
Outlet:

- 120 V



Level 2 Charging

One hour of Level 2 charging provides up to 30 miles of range, depending on the vehicle model.



Charger Type:

- Level 2

Connector Types:

- J1772 charger port

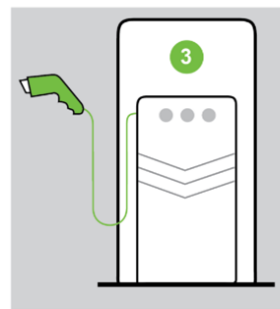


Outlet:

- 240V in Residential
- 208V in Commercial

DC Fast Charging

One hour of DCFC charging provides about 150 to 210 miles of range, depending on the vehicle model and DCFC power level.



Charger Type:

- Direct-Current Fast Charging (DCFC)

Connector Types:

- CCS charge port
- CHAdeMO charge port
- Tesla charge port



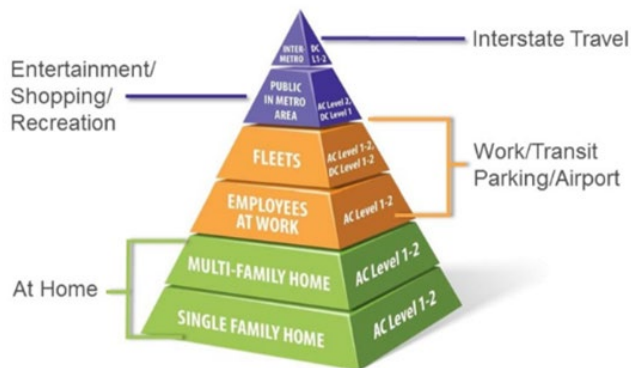
Outlet:

- 208V/480V

The SEMCOG site also gives indication on the relative priority on the need of charging equipment infrastructure, with the highest priority being understandably at the residential location of the vehicle owner.

1. single-family residential charging stations,
2. multi-family residential charging,
3. workplace charging stations,
4. public and private fleet charging stations,
5. opportunity charging stations within a metro area, then
6. inter-metro charging stations along major transportation corridors.

The involvement of the city in some of these areas could be necessarily restricted to reviewing ordinances for potential updates, but others could also involve seeking State and Federal grant funding to increase the availability of workplace and public charging stations.



The EV Charging Pyramid. Developed by Ted Bohn, Argonne National Laboratory

Detroit Regional Partnership Electric Vehicle Study

The Detroit Regional Partnership (DRP) is comprised of Macomb, Oakland, and Wayne counties. It received a \$100,000 grant from the Michigan Economic Development Corporation (MEDC) and \$50,000 from SEMCOG to develop a regional electric vehicle study. This study will conclude in an online interactive map depicting various parameters for electric vehicle planning and siting opportunities, as well as a tool kit for local municipalities to integrate electric vehicle infrastructure in their communities. This study will consider data such as areas of high employment, place of recreation, business corridors and areas of commerce, travel patterns, and other community demographics. Equity and inclusion are critical to the development of these tools and resources and will be at the forefront of this study. The goal of this study is to align with the efforts already developed at the State and regional level and position the southeast Michigan counties to be competitive for future federal and state funding for electric vehicle infrastructure. This study will be completed by the end of 2022, with recommendations and tools available in 2023.

Federal Funding Opportunities

There are several upcoming federal funding opportunities to monitor. SEMCOG has done a great job showing those opportunities in a graphic found [here](#).

National Electric Vehicle Infrastructure (NEVI) Formula Program

The Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA) establishes a National Electric Vehicle Infrastructure Formula Program (“NEVI Formula”) to provide funding to States to strategically deploy electric vehicle (EV) charging infrastructure and to establish an interconnected network to facilitate data collection, access, and reliability.

Each state is required to submit their EV infrastructure plan by **early** August 2022. This will inform the federal government how much and where money from this program will be distributed. Additionally, this will consider the nomination of various right of ways as ‘Alternative Fuel Corridors’. Here is a list of the recently adopted **Alt**ernative Fuel Corridors (AFC) in Michigan, with preference to major interstate highways. The hope is that future AFCs will include secondary highways and right of ways (e.g., Woodward Ave, Telegraph, M-59 etc.)

There are also several grant-based funding opportunities expected to be released in early-mid fall 2022. Much of the funding will be from the Department of Transportation (DOT) and will likely be based on how well-prepared communities are current EV infrastructure planning and implementation efforts. It will also likely follow similar requirements as the formula-based funds related to the siting, number, and type of infrastructure. Note that this funding will be for publicly available charging infrastructure. **It is** important for Farmington Hills to be prepared for these funding opportunities.

Electric Vehicle Infrastructure Recommendations

It is recommended that Farmington Hills keep up to date on the regional efforts surrounding EV infrastructure to maximize resources and potential funding opportunities in the near future. It will benefit Farmington Hills to continue to consider EV infrastructure deployment throughout the community and continue to leverage new information, resources, and funding as they become available.

Furthermore, Farmington Hills should consider what permitting and development requirements exist for EV infrastructure for new development and redevelopment. Many communities throughout Oakland County, and the region, are including EV requirements in their code of ordinances for development. SEMCOG has a few examples in their EV hub found [here](#). This links to the recommendations within the ordinance and policy audit section to determine how to best address this topic in City operations.

Conclusion

With the city's council approval and guidance, the IEESC will work with staff to identify next steps to implement approved recommendations and to develop metrics to determine project success. As projects are planned, the IEESC encourages project integration and collaborative work opportunities among already-established city departments and processes (e.g. master plan update). These collaborations could lead to other recommendations, including project ideas that were not considered a priority but may rise in importance as needs and technology change.

The IEESC acknowledges city leadership's efforts to keep innovation and sustainability initiatives integrated in its governance and in the lives of Farmington Hills residents and businesses.

REPORT FROM CITY MANAGER TO CITY COUNCIL
August 15, 2022

SUBJECT: Authorization of Rejuvenation Fitness (RF) Concession Agreement with the City of Farmington Hills Department of Special Services

ADMINISTRATIVE SUMMARY:

- The Department of Special Services will expand program offerings at the Farmington Hills Ice Arena through a concession agreement with RF.
- RF is an organization that will create, coordinate, promote, and operate programs and services for the instruction, training and wellness to groups and individuals within a sport specific training environment at the Farmington Hills Ice Arena.
- RF will utilize 2,432 square-foot of space in the Farmington Hills Ice Arena’s second floor to provide Concession Services.
- RF will provide all the following relative to the Concession Services:
 - Internet
 - Phone
 - Transaction costs
 - Program costs (labor, materials, equipment)
 - Application costs (web and onsite)
 - Management costs
 - Additional Marketing costs
- This is a two-year agreement, with the option to extend for two additional one-year terms, which has been reviewed by the City Attorney. RF will pay a monthly concession payment in the amount of \$2,027 each month from the commencement date through June 30, 2024, for an annual total of \$20,270 (September 2022 - June 2023), \$24,324 (July 2023 – June 2024), and \$29,184 (\$2,432/month) for each additional one-year term.

RECOMMENDATION:

It is recommended that City Council authorize the City Manager to approve the Concession Agreement with Rejuvenation Fitness (RF).

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

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT (referred to hereinafter as the “Agreement”), dated August 15, 2022, is by and between the Rejuvenation Fitness, whose address is 840 Penniman Avenue, Plymouth, MI 48170 (referred to hereinafter as “RF”) and the City of Farmington Hills (“City”), a Michigan municipal corporation, whose address is 31555 West Eleven Mile Road, Farmington Hills, MI 48336.

RECITALS:

WHEREAS, the City owns and operates the Farmington Hills Ice Arena, located at 35500 West Eight Mile Road, Farmington Hills, Michigan 48335 (the “Ice Arena”); and

WHEREAS, in order to enhance the welfare, accommodation, convenience and recreational enjoyment received by the general public, the City desires to add a sports performance training facility to the Ice Arena; and

WHEREAS, RF is a LLC that provides sports performance training services, including creating, coordinating, promoting and operating programs and services for the instruction, training and wellness to groups and individuals within a sport specific training environment; and

WHEREAS, RF desires to occupy 2,432 square feet of the second floor of the Ice Arena as identified on Attachment A (the “Concession Premises”), with what will be a sports performance training facility. RF will provide instruction and training/wellness programs to groups and individuals within a sport specific training environment at the Ice Arena; and

WHEREAS, the City agrees to renovate and retrofit the Concession Premises, at the sole cost and expense of RF; and

WHEREAS, the City and RF desire to enter into this Agreement under which RF will provide sports performance training, events and services for groups, teams and individuals within the Concession Premises at the Ice Arena.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1.0 CONCESSION.

1.01. Grant of Concession License. Subject to the terms and conditions of this Agreement, City hereby grants to RF the right and license to provide and perform the Concession Services described below in the areas of the Ice Arena described below as the Concession Premises. RF hereby agrees to provide and perform the Concession Services at the Ice Arena in accordance with the terms and conditions contained in this Agreement.

1.02. Concession Premises, Equipment and Inventory Provided by City. Subject to the terms and conditions of this Agreement, RF shall have the permission and right to use the areas of the Ice Arena identified on Attachment A for purposes of providing Concession Services (such areas being referred to in this Agreement as the “Concession Premises”). Prior to the Commencement Date, the City shall renovate and retrofit the Concession Premises, including demolition and removal, repairs, painting, and installing tile and turf, as mutually agreed upon by RF and the City, at RF’s sole cost and expense. The Concession Premises described herein has been inspected and found to be acceptable by RF (subject to the above-described renovations and retrofitting) prior to executing this Agreement in its “AS IS” condition. RF shall be responsible, at its own expense, for providing all equipment, furniture and supplies necessary for RF’s use in the provision of Concession Services on the Concession Premises. RF shall be responsible, at its expense, for all necessary maintenance, repairs and replacement of all RF’s equipment, furniture, flooring, and supplies on the Concession Premises. The concession rights do not include the use of any space or facility in any other areas of the Ice Arena or elsewhere in the City of Farmington Hills, except as specifically permitted in this Agreement or unless specifically approved or directed by authorized representatives of City in writing.

1.03. Concession Services. For purposes of this Agreement, “Concession Services” shall mean and include the offering, provision, managing, undertaking and operation of the programs, events and other activities on the Concession Premises at the Ice Arena described in Attachment B for the public.

2.0 COMMENCEMENT AND DURATION.

2.01. Commencement Date. This Agreement shall become effective on the first (1st) day of September 2022 (the “Commencement Date”).

2.02. Expiration and Extensions. This Agreement shall expire on June 30, 2024; provided, however, RF may extend this Agreement for two (2) additional one (1) year terms by sending, no less than six (6) months prior to the end of the initial term and any additional terms, a written notice to City stating its agreement to extend for an additional one (1) year term. The term of any additional term shall run from July through June of the subsequent year.

2.03. Termination. RF shall have the right to terminate this Agreement by written notice upon a material breach by City, which written notice shall identify the material breach and provide City thirty (30) days to cure the breach and state a date no more than thirty (30) days after the aforementioned thirty (30) day cure period on which the termination shall become effective if City fails to cure and by which RF shall discontinue its use and vacate the Concession Premises. City shall have the right to terminate this Agreement by written notice upon a material breach by RF that has not been cured in accordance with this Agreement, which written notice of termination shall require RF to discontinue its use and vacate the Concession Premises no less than thirty (30) days after the date of the notice. Either Party shall have the right to terminate this Agreement at any time without cause, provided such termination shall be effective upon at least (6) months advance written notice to the other Party and RF shall discontinue its use and vacate the Concession Premises no later than the effective date of such notice. If RF terminates this Agreement without cause prior to paying the full amount of an annual concession payment amount, prior to the effective date of the termination RF shall pay to City the remaining balance of the annual concession payment amount.

3.0 CONSIDERATION AND METHOD OF PAYMENT.

3.01. Consideration to RF. In consideration for performing and providing the Concession Services in accordance with this Agreement and the consideration under 3.02, City agrees to do and comply with the following:

- (A) Grants the concession and the other promises, rights and privileges set forth in this Agreement to RF.
- (B) Agrees to, in coordination with RF, advertise certain Concession Services, with such advertising to be determined and mutually agreed upon on an ongoing basis. Such advertising shall be distributed to Ice Arena hockey teams and figure skaters, and on facility signage, in accordance with 4.06, below. It is agreed that some of the advertising will need to be determined prior to the Commencement Date for the efforts relating to the intended soft launch of certain Concession Services immediately after the Commencement Date. All signage costs and expenses for the Concession Services, will be the responsibility of RF to purchase and replace as needed, with approval of size, look, and placement by the City.

3.02. Consideration to City. In consideration for the rights and privileges granted to RF under this Agreement, RF agrees to do and comply with the following:

- (A) RF shall perform and provide the Concession Services in accordance with this Agreement and otherwise comply with this Agreement.
- (B) RF agrees to promote and market its events and offerings via RF mailings, web, social channels, and in facility signage (if permitted and approved by City).
- (C) RF shall pay to City monthly payments on or before the first (1st) day of each month in the amount of \$2,027.00 for each month from the Commencement Date through June 30, 2024, and shall thereafter pay an annual amount as set forth on Attachment C (referred to hereinafter as the “Annual Concession Payment Amount”) each year. Each year, the Annual Concession Payment Amount shall be broken down into twelve (12) equal monthly installment payments, which shall be paid on or before the first (1st) day of each month. With respect to the monthly payments under this Section 3.02(C), it is agreed that RF shall not be in material default of this Agreement unless a monthly installment payment has not been paid to City on or before the tenth (10th) day of each month. If RF terminates this Agreement prior to paying the full amount

of an Annual Concession Payment Amount, prior to the effective date of the termination RF shall pay to City the remaining balance of the annual concession payment amount.

4.0 GENERAL TERMS AND CONDITIONS.

4.01 Utility Services. Service facilities and outlets for utilities provided by City are limited to those existing on the Concession Premises at the Commencement Date. Any updating, modification or addition of service facilities and outlets for utilities shall be at the sole cost and expense of RF, must be approved in advance and in writing by City, and must be made in compliance with the pertinent provisions of the applicable building codes, ordinances, laws, and regulations.

4.02. Insurance. RF shall, at its own cost and expense, maintain the insurance policy coverages and provisions described in Attachment D in full force and effect at all times for the duration of this Agreement. RF shall provide City with proof of said insurance, in a form satisfactory to City, prior to the Commencement Date, and at any time City requests such proof thereafter.

4.03. Indemnity. To the fullest extent permitted by law, RF agrees to defend, pay on behalf of, indemnify, and hold harmless City, with respect to any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed, or recovered against or from City, by reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof, which arises out of RF's use or occupancy of the Concession Premises, undertaking of the Concession Services, or the actions or inactions of RF or RF's agents, officers, members, directors, managers, volunteers, contractors and/or employees. For purposes of this Section, the term "City" shall be deemed to include the City of Farmington Hills, and its elected officials, appointed officials, officers, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, attorneys, representatives, consultants, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities), and/or any persons acting by, through, under, or in concert with any of them.

4.04 Meetings and Community Outreach. The Parties agree to meet, upon request, to review the Concession Services, the condition of the Concession Premises, and performance of this Agreement. It is the intention of both Parties to use their best efforts to collaborate on community outreach projects for the mutual benefit of the Parties. The Parties agree to meet at least annually to strategize community activities and to review such activities to improve and expand them, as appropriate.

4.05 Communications and Coordination. City hereby designates the Director of the Special Services Department or her designee as its liaison and RF designates its CEO or his designee as its liaison for purposes of all communications between the Parties relative to the day-to-day operations of the Concession Premises, Concession Services, and the Ice Arena. RF shall cooperate and coordinate with City with respect to the overall operation of the Ice Arena and any and all events and activities at the Ice Arena.

4.06 Name; Signage; Advertising. Any name, signage or advertising of RF inside the Ice Arena, including without limitation the Concession Premises, shall be subject to the prior discretionary approval of the City. There shall be no signage or advertising of RF on the exterior of the Ice Arena or on the exterior grounds of the Ice Arena.

4.07 Personnel.

(a) To ensure proper performance of the Concession Services, RF warrants that all RF personnel (paid and volunteer personnel) and contractors (including contractors' employees) assigned to perform the Concession Services (all of whom are referred to herein as the "Employees") are fully qualified to perform such Services.

(b) RF shall be responsible for the hiring, management, benefits (if any) and remuneration of all Employees. RF shall provide the necessary Employees to operate the Concession Services in a safe, efficient and thorough manner, and all such Employees shall be the employees, volunteers or contractors of RF, and not City. RF shall be responsible for hiring its own employees, contractors and volunteers to perform the Concession Services (as needed) and shall comply with all state and federal laws and regulations relating to employment.

(c) On an annual basis, RF shall perform thorough criminal background checks on all Employees prior to any Employee's entry onto or into the Ice Arena grounds or facilities and prior to any

interaction of any kind by Employees with any member of the public at the Ice Arena or relating to any RF programs, events or other activities at the Ice Arena. RF shall not allow Employees who have had a criminal conviction (other than convictions for criminal offenses related to the operation of a motor vehicle) to enter onto or into the Ice Arena grounds or facilities or to interact with any member of the public at the Ice Arena or relating to any RF programs, events or other activities at the Ice Arena, without the express written approval of the Special Services Department Director. To the extent allowed by law, City will not disclose to private third parties the criminal background information obtained pursuant to this section unless required by law or subpoena.

(c) Upon request, RF will provide City with a list of all current Employees who will be at the Ice Arena at any time, including name, address, and driver's license number. City reserves the right, but does not have any obligation or duty, to do background checks on any such Employee. To the extent allowed by law, City will not disclose to private third parties the personal address and driver's license information obtained pursuant to this section unless required by law or subpoena.

(d) City reserves the right to request that RF remove any of RF's Employees from the Ice Arena for reasonable cause. Such causes shall include, but are not limited to, the following:

1. Engaging in loud, boisterous and unprofessional conduct.
2. Unauthorized use, disposition and/or misappropriation of City and/or personal property.
3. Engaging in unlawful and unauthorized acts.
4. Misrepresentation of facts.
5. Failure to meet acceptable standards of personal conduct, cleanliness, neatness, bearing or demeanor.

4.08 Specifications, Standards and Conduct.

(a) RF shall be responsible for emptying the wastebaskets and vacuuming the carpets, if any, in the Concession Premises. RF shall be responsible for the cleaning of the equipment, tables, flooring, furniture and fixtures that are located in the areas of the Concession Premises or other areas it is using.

(b) RF shall permit no nuisance to accompany its operations in connection with this Agreement and shall promptly abate the same upon notification thereof.

(c) City shall have the right to enter and inspect the Concession Premises at any time, and to impose reasonable regulations or requirements to ensure proper care, maintenance and upkeep, as reasonably determined by City.

4.09 Complaints. RF shall respond to all consumer complaints relative to RF's Employees, RF's uses of the Concession Premises or RF's Concession Services, and shall forward copies of all written complaints and the responses thereto to the City Manager and City's designated liaison under Section 4.05 within (10) days after receipt of the original complaint.

4.10 Hours of Operation. RF shall have access to the Concession Premises during the hours of operation of the Ice Arena established from time to time by City in its discretion. RF may be permitted access outside the normal hours of operation if requested in advance and approved by the Special Services Department Director or her designee in her sole discretion.

4.11 Improvements and Installations. Unless otherwise agreed by the Parties in writing, any changes and improvements made, and any installations and fixtures added, by RF to the Concession Premises shall be at RF's sole expense and shall become City's property upon completion. RF shall make no improvements or installations in or to the Concession Premises, or any other area of the Ice Arena, without the prior written consent of City, and RF shall not demolish, destroy, damage or alter the whole or any part of the Concession Premises.

4.12 Destruction of Premises. In the event of the partial or complete destruction of the Concession Premises, RF assumes all of the risk of loss. If RF is not responsible for the Concession Premises' destruction and the destruction is such that RF is not able to perform its Concession Services, then the Concession Consideration set forth in Section 3.02 shall abate until such time as the Concession Premises are restored, at the expense of City or its insurance provider.

4.13 Compliance with Applicable Laws. RF shall comply with all applicable federal, state and city laws, codes, ordinances and regulations, and all applicable City policies, as now exist or may hereafter be adopted, and shall take any additional actions considered by City to be reasonably necessary to the protection of the health, safety and well-being of the public.

4.14 Non-discrimination in Services. RF agrees that the Concession Premises and Concession Services shall be equally available to all members of the public, and RF shall not discriminate in connection with the Concession Services based in whole or in part on the race, color, religion, national origin, sex, age, height, weight, condition of pregnancy, marital status, physical or mental limitation, source of income, family status, sexual orientation or gender identity of another person, that person's relatives, or that person's associates, unless such discrimination is allowed under federal, state or City laws or ordinances.

4.15 Non-discrimination in Employment. RF agrees that it will not discriminate against any employee, volunteer or applicant for employment based in whole or in part on the race, color, religion, national origin, sex, age, height, weight, condition of pregnancy, marital status, physical or mental limitation, source of income, family status, sexual orientation or gender identity of another person, that person's relatives, or that person's associates, unless such discrimination is allowed under federal, state or City laws or ordinances.

4.16 Assignment. RF shall not assign this Agreement in whole or in part without the prior written approval of City.

4.17 Subcontracting. RF shall not enter into any subcontract of any nature, formal or informal, concerning the Concession Premises or Concession Services with any individual, partnership, company or corporation without prior approval of City; it being understood that the only activities that RF may conduct on, upon or from the Concession Premises and the Ice Arena are as authorized under the terms of this Agreement.

4.18 Encumbrances. RF shall not lease, hypothecate or mortgage the whole or any part of the Ice Arena or the Concession Premises, nor assign or encumber directly or indirectly any interest whatsoever in the Concession Premises or City's personal property and shall not transfer any interest or rights in the same (whether by assignment or other contract).

4.19 Material Breach. Failure to comply with any of RF's obligations set forth above in Sections 1.0, 2.0, 3.0 or 4.0 shall constitute a material breach of this Agreement. In the event of a material breach of this Agreement, RF shall have a period of thirty (30) days after the date of written notice from City to cure the breach in a manner set forth in the notice or otherwise satisfactory to City.

5.0. MISCELLANEOUS TERMS AND CONDITIONS.

5.01 Notices. All notices, demands, requests or replies provided for or permitted by this Agreement shall be in writing and shall be delivered by any one of the following methods: (1) personal delivery with receipt acknowledged in writing; (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below; or (3) by deposit with an overnight express delivery service addressed to the party's address stated below with receipt acknowledged in writing. Notice by personal delivery shall be deemed effective at the time of personal delivery. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective two (2) business days after deposit with the Postal Service. Overnight express delivery service shall be deemed effective one (1) business day after deposit with the overnight express delivery service. Notice also may be given by means of email; provided, however, that in order for an email notice to be deemed effective, the party giving notice by email shall provide a "hard copy" of the emailed notice thereafter to the other party pursuant to one of the three methods of "hard copy" delivery specified in this Paragraph. Unless specifically indicated otherwise in this Agreement, all notices, demands, requests or replies shall be addressed to the respective parties as follows:

City: City of Farmington Hills
Attn: City Manager
31555 West Eleven Mile Road
Farmington Hills, Michigan 48336

RF: Rejuvenation Fitness
Attn: Terry Pratt
840 Penniman Avenue
Plymouth, Michigan 48170

Each party shall have the right to designate a different address within the State of Michigan by the giving of notice to the other party in conformity with this Section.

5.02 Recitals and Attachments. The Recitals above and the several Attachments hereto are incorporated herein by reference and expressly made an integral and component part of this Agreement for

all purposes and shall be binding upon both parties. References to any Attachment in this Agreement shall be deemed to include this reference and incorporation.

5.03 City Approval. Any provision of this Agreement indicating that the consent or approval of City is necessary may be satisfied by the written and signed approval of the City Manager as the officer authorized to administer this Agreement on behalf of City or the City Manager's designee, unless specifically stated otherwise in said provision or unless the City Manager, in his discretion, desires to submit the matter to the City Council for approval.

5.04 Parties and Party Defined. For purposes of this Agreement, the term "Parties" shall mean and include both RF and City, and the term "Party" shall mean and include either RF or City.

5.05 Independent Contractor. The relationship of RF to City is and shall continue to be that of an independent contractor and no liability or benefits, such as worker's compensation, pension rights or liabilities, insurance rights or liabilities, or other provisions or liabilities arising out of or related to a contract for hire or employer/employee relationship with respect to City shall exist or arise out of this Agreement or the performance of this Agreement. City shall not be responsible for the wages, salaries or benefits of any employee or representative of RF, nor for any debt, liabilities or other obligations of RF. This Agreement does not authorize or establish either party as the agent or representative of the other party for any reason whatsoever, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

5.06 No Tenant. RF shall not by virtue of this Agreement be deemed to have become the tenant of City or the Concession Premises, nor to have been given or accorded, as against City, possession of the Concession Premises. Upon any termination of this Agreement, City shall have the right through such means as it sees fit to remove and exclude therefrom RF and any of RF's employees, without being deemed guilty of or liable or responsible for, any unlawful entry, trespass or injury of any sort whatsoever.

5.07 Nonwaiver. Unless otherwise expressly provided herein, no waiver by any Party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving Party. No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach under this Agreement by the other Party shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by either Party of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other term, covenant or condition. All rights or remedies afforded to the parties hereunder or by law shall be cumulative and not alternative, and the exercise of one right or remedy shall not bar other rights or remedies allowed herein or by law.

5.08 Governmental Immunity. It is declared that the actions of City under this Agreement are a governmental function. It is the intention of the Parties hereto that this Agreement shall not, in any manner, be construed to waive the defense of governmental immunity, which City possessed prior to the execution of this Agreement and which City may hereafter acquire.

5.09 Entire Agreement. This Agreement contains the entire agreement among the Parties pertaining to the subject matter hereof and all prior negotiations and agreements are merged herein. Neither Party has made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by RF or City by implication or otherwise unless expressly set forth herein.

5.10 Waiver of Default. Any waiver by City or RF of any default or breach of this Agreement shall not be construed to be a continuing waiver of said default or breach, or as a waiver or permission, express or implied, of any other or subsequent default or breach.

5.11 Force Majeure. Neither City nor RF shall be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence, of that Party. Such conditions include, but are not limited to, acts of God, acts of other government agencies, strikes, labor union disputes, fire, explosions or other casualties, thefts, vandalism, riots or war, and acts of terrorism.

5.12 Governing Law; Jurisdiction. This Agreement is governed by, subject to, and construed according to the laws of the State of Michigan. Any action relating to the validity, construction, interpretation and enforcement of this Agreement shall be filed with jurisdiction and venue stipulated as being in Oakland County, Michigan.

5.13 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of City and FLP, and their respective successors and assigns.

5.14 No Third-Party Beneficiaries. This Agreement is not intended to confer any benefit on any person or entity that is not a party to this Agreement.

5.15 Severability. If any section, subsection, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that portion shall be considered a separate, distinct and independent portion of this Agreement, and the remaining portions of this Agreement shall remain in full force and effect.

5.16 Headings; Plural/Singular; Gender. The headings contained in this Agreement are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement. As used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

5.17 Amendments. This Agreement may be amended at any time, in writing, by mutual consent of the Parties. No amendment to this Agreement shall be effective and binding upon the Parties unless it expressly makes reference to this Agreement, is in writing, and is signed and acknowledged by duly authorized representatives of both parties and approved by the City Council.

5.18 Authority. Each of the named parties to this Agreement have been duly authorized by its respective governing body to enter into this Agreement.

IN WITNESS WHEREOF, City and RF, by and through their duly authorized officers and representatives, have executed this Agreement as of the date first above written.

WITNESS:

REJUVENATION FITNESS

BY: _____

Terry Pratt, Its CEO

ATTESTED:

CITY OF FARMINGTON HILLS,
a Michigan municipal corporation

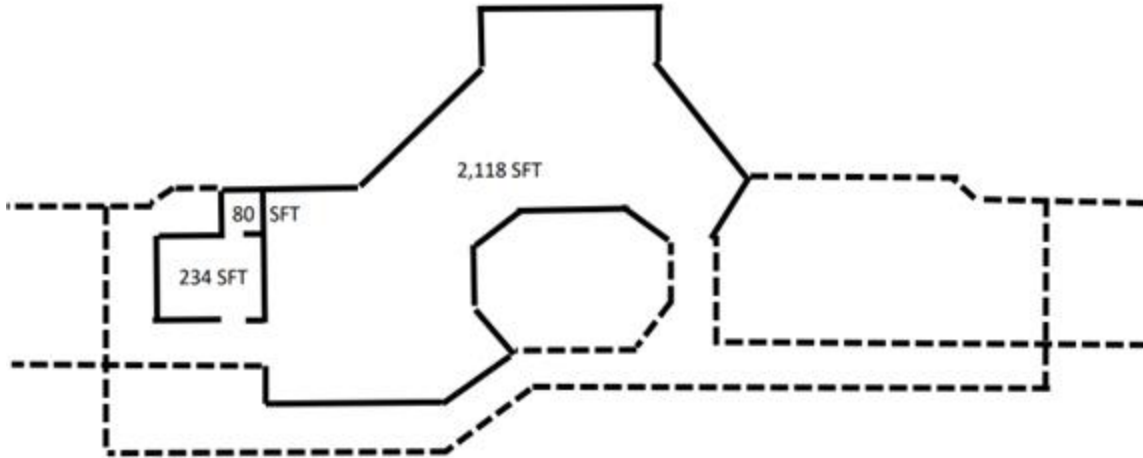
BY: _____

Pamela B. Smith, Its City Clerk

BY: _____

Gary Mekjian, Its City Manager

**ATTACHMENT A
CONCESSION PREMISES**



Rejuvenation Fitness Space Use
includes the area marked:

- 80 SFT
- 234 SFT
- 2,118 SFT

TOTAL = 2,432 SQUARE FOOT

**ATTACHMENT B
CONCESSION SERVICES**

SERVICES PROVIDED

RF will provide sports performance training, instruction and wellness programs to individuals and teams participating in programs at the Ice Arena.

RF will provide all of the following relative to the Concession Services:

- Internet/Installation
- Phone/Installation
- Renovation costs
- Equipment costs
- Transaction costs
- Program costs (labor, materials)
- Application costs (web and onsite)
- Management costs
- Additional Marketing costs

RF Building Protocol Etiquette and Impacts

- The primary pathway of entrance to the Concession Premises will be through the A-Arena lobby stairwell to the second floor. The center entrance area door will be designated as the primary entrance for teams and clients of RF. Other entrance points to the second floor will be for staff and Arena employees as needed for purposes of the operation of the Ice Arena.
- Proper signage will be provided by RF and approved by the City, in accordance with this Agreement, to be placed within specific areas of the Ice Arena identifying designated pathway to the Concession Premises entrance, by hanging signs and wall signage professionally designed and produced.
- Exiting and entering the Concession Premises must be kept to a minimum for all clients and teams using the Concession Premises. No congregating or unnecessary foot traffic will be allowed in the upstairs hallway areas, second floor rooms, and the Ice Arena lobbies. Use of the public restroom facilities on the first floor is not a part of this policy. Public restrooms are at full access for RF clients and teams.
- Any music, videos or manufactured sound will need to be kept to an equitable level within the Concession Premises as a courtesy to other Ice Arena clients/tenants.
- Specific impact dates that the building is closed, or will have pre-scheduled events, will be communicated to RF for any adjustment to scheduling and/or closure of the Ice Arena for that date or time. Any alternative activity on these dates must be pre-discussed and determined with RF and the Ice Arena Manager.

ATTACHMENT C
ANNUAL CONCESSION PAYMENT AMOUNTS

2022-23 Concession Payment = \$2,027/month

2022-23 (September 1, 2022 – June 30, 2023) Annual Concession Payment = \$20,270

2023-24 Concession Payment = \$2,027/month

2023-24 (July 1, 2023 – June 30, 2024) Annual Concession Payment = \$24,324

Annual Concession Payments for extension years, if any, shall be \$29,184/annually (\$2,432/month).

ATTACHMENT D
INSURANCE REQUIREMENTS

- (A) **Workers' Compensation Insurance** - RF shall procure and maintain, during the life of this Agreement, Worker's Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- (B) **General Liability** - RF shall procure and maintain, during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits no less than \$3,000,000.00 per occurrence and aggregate. Coverage shall include all of the following extensions (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included, with deletion of all Explosion, Collapse, and Underground (XCU) Exclusions (if applicable).
- (C) **Motor Vehicle Liability** - RF shall procure & maintain, during the life of this Agreement, Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- (D) **Umbrella Liability** - RF shall procure and maintain, during the life of this Agreement, Umbrella Liability Insurance with limits of liability not less than \$1,000,000.00 per occurrence and aggregate.
- (E) **Additional Insured** - All insurance as described above shall include an endorsement stating the following shall be ADDITIONAL INSURED: The City of Farmington Hills, including all elected and appointed officials, all employees and volunteers of the City of Farmington Hills, all boards, commissions and/or authorities of the City of Farmington Hills, and their board members, employees and volunteers. It is understood and agreed by naming The City of Farmington Hills as additional insured, coverage afforded is considered primary and any other insurance City may have in effect shall be secondary and/or excess.
- (F) **Cancellation Notice** - All Insurance listed above shall be endorsed "Thirty days advanced written notice of cancellation, reduction or material change will be provided."
- (G) **Proof of Insurance Coverage** - An ACORD form outlining insurance coverage is required prior to the start of this Agreement. All documents will be forwarded to the City of Farmington Hills, 31555 Eleven Mile Road, Farmington Hills, MI 48336-1165.

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

AUGUST 15, 2022

SUBJECT: APPROVAL TO ADVANCE PLANS FOR THE BUILDOUT OF ONE (1) LAB ON THE 3rd FLOOR OF THE HAWK FOR AN INNOVATION AND ECONOMIC DEVELOPMENT INCUBATOR.**ADMINISTRATIVE SUMMARY**

- Since 2019, the Farmington Hills Economic Development Corporation (EDC), City Council, and City Administration have undertaken efforts to study and evaluate the feasibility of establishing an innovation and economic development incubator on the third floor of The Hawk facility.
- The overall expectation is to grow local businesses in the innovation and economic development incubator and with the appropriate support allow them to succeed and take up permanent residence in the community. This will encourage healthy and sustainable business, employment and tax base growth into the future. The State of Michigan agrees and is supporting the innovation center with a \$750,000 grant for the innovation center development.
- On June 13, 2022, City Council adopted Resolution Number R-110-22 which, in part, authorized the EDC and City Administration to initiate and engage in discussions regarding the concept of establishing aforementioned innovation and economic development incubator on the third floor at The Hawk facility and report back to City Council with a revised development plan, viable financial model, and recommendations for additional support as needed.
- The EDC has refined their approach and budget based on analysis by Public Sector Consultants to focus on a progressive initial buildout of one laboratory from funding awarded by the State of Michigan and continue to a phased buildout of the innovation center as tenants are secured.
- In addition to the awarded State funding, the EDC is requesting the reassignment of funds that were made in the prior fiscal year budget to cover costs associated with 3rd floor improvements (painting, ceiling and floor tiles, restroom facilities, etc.) and the mechanical and plumbing systems on the third floor of The Hawk. This assignment is not an authorization to spend the funds, but rather an earmark of funds to pull from as further improvement needs on the third floor are identified. Use of these funds would come before City Council.
- Following general clean-up of the space by the City, the initial funding allocation from the State of \$750,000 is intended to provide \$500,000 for the buildout of the core lab space, \$100,000 to provide shared equipment and \$150,000 for the initial management of the operation going forward. Lease revenues are intended to cover ongoing operating expenses.
- The EDC is also working with the City Attorney to pursue creation of a not-for-profit (*e.g.*, 501c3) governance model to receive private funds to support the innovation and economic development incubator.
- Private funding grants, such as the SBIR grants, that support wet lab and small business development initiatives must be submitted by September 5, 2022 for consideration. Approving this initial phase of the innovation and economic development incubator now will allow for The Hawk to be a viable location for additional start-up companies.

RECOMMENDATION

In view of the above, it is recommended that City Council endorse the initial buildout and provide the necessary equipment for one (1) laboratory on the third floor of The Hawk to be paid from funds awarded by the State of Michigan, and *reassign* \$1.5 million of the General Fund as an earmark for maintenance and future building needs of the Innovation Center on the third floor of The Hawk in the current fiscal year, and also to authorize staff to begin a mechanical and structural assessment of the third floor of The Hawk.

Prepared by: Joseph A. Valentine, Assistant City Manager

Reviewed by: Farmington Hills Economic Development Corporation

Approved by: Gary Mekjian, City Manager

REPORT TO THE CITY COUNCIL FROM THE CITY MANAGER**August 15, 2022****SUBJECT: Collective Bargaining Agreement with Command Officers Association of Michigan (COAM)****ADMINISTRATIVE SUMMARY:**

- * The City has been engaged in collective bargaining with Command Officers Association of Michigan (COAM), bargaining agent for the Police Officers. The current labor contract expired June 30, 2022.
- * The City and the Union signed a tentative settlement on June 2, 2022 and this settlement was subsequently ratified by the Union membership.
- * It is recommended that the City Council approve the terms and conditions tentatively agreed to which include the provisions of our current labor contract, as amended by the provisions of parties' tentative settlement.
- * The terms and conditions of the contract settlement were presented to the City Council by Human Resources Director John Randle in a previous executive session. A summary of significant contractual revisions is attached to this City Manager's Report.

RECOMMENDATION:

In view of the collective bargaining that has taken place and the tentative settlement outlined herein, it is hereby recommended that the following resolution be adopted by the City Council.

Resolve that the City Manager and the Assistant City Manager be authorized to execute a new Agreement with Command Officers Association of Michigan (COAM), in accordance with the terms and conditions in the Tentative Settlement Agreement and outlined herein, being City Manager's Report dated August 15, 2022.

Prepared by: Joseph A. Valentine
Assistant City Manager

Approved by: Gary Mekjian
City Manager

**SUMMARY OF SIGNIFICANT REVISIONS
TO COLLECTIVE BARGAINING AGREEMENT**

**SUMMARY OF MAJOR ISSUES FROM CONTRACT SETTLEMENT
City of Farmington Hills and Command Officers Association of Michigan (COAM)
July 25, 2022**

1. **DURATION OF AGREEMENT:** The provisions of this agreement shall be effective as of July 1, 2022 and shall continue and remain in full force and effect to and including June 30, 2028 (Six years).
2. **WAGES:** 5.00% Effective July 1, 2022 (retroactive to July 1, 2022 for all members of the bargaining unit who have worked hours since 7/1/22)

Effective July 1, 2023	5.00%
Effective July 1, 2024	5.00%

In addition, effective (prior to) July 1, 2025, the contract will be reopened once for the sole purpose of negotiating those wage rates for the periods (a) July 1, 2025 to June 30, 2026 (b) July 1, 2026 to June 30, 2027 and (c) July 1, 2027 to June 30, 2028.
3. Repay POAM employee's student loans up to \$5250 in accordance with the CARES Act.
4. Realign Columbus Day Holiday with Juneteenth Holiday
5. Enhancements to dental and vision benefits
 - a. Effective July 1, 2022, the maximum payment for Class I , Class II and Class III benefits will increase from \$1000.00 per person total benefit year to \$1,500.00 per person total benefit year. Orthodontics to increase from \$500 to \$1000 per person total benefit year.
 - b. Vision to include 12/12/12
6. **ARTICLE XIX-RETIREMENT Retirement Entitlement. (Section F)**

Employees retiring on or after January 1, 2022 will contribute toward monthly retirement health insurance premiums according to the following schedule:

Single \$50	Double \$50
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7. **RETIREMENT**
 - a. Increase Tier 2 Police Officers to same DB pension multiplier, maximum pension, and pension benefit eligibility as Tier 1; **(includes all years of service with the department)**
 - b. Add a Retirement Healthcare Stipend of \$200/month for singles and \$400/month for doubles/families for those who have attained 25 years of credited service.
 - c. Retirement Health Savings Plan (hired on or after July 1, 2008): Effective July 1, 2022, the City will contribution \$2000 annually; \$166.67 for each month of credited service. Employees shall contribute 1.50% of the annual salary.
8. **Annuity Withdrawal:**

The parties agree that the interest rate used to determine the reduction in retirement allowance shall be based upon the following:

Any Tier 1 Command Officers promoted by 12/31/23:
The interest rate shall be equal to 2% or the interest rate established by the Pension Board of Trustees, whichever is lower.

For Tier 1 members of POAM, and all Tier 2 members of POAM, and any others promoted into COAM on or after 1/1/24:
The interest rate shall be equal to 6%.

REPORT TO THE CITY COUNCIL FROM THE CITY MANAGER**August 15, 2022****SUBJECT: Collective Bargaining Agreement with Police Officers Association of Michigan (POAM)****ADMINISTRATIVE SUMMARY:**

- * The City has been engaged in collective bargaining with Police Officers Association of Michigan (POAM), bargaining agent for the Police Officers. The current labor contract expired June 30, 2022.
- * The City and the Union signed a tentative settlement on June 13, 2022 and this settlement was subsequently ratified by the Union membership.
- * It is recommended that the City Council approve the terms and conditions tentatively agreed to which include the provisions of our current labor contract, as amended by the provisions of parties' tentative settlement.
- * The terms and conditions of the contract settlement were presented to the City Council by Human Resources Director John Randle in a previous executive session. A summary of significant contractual revisions is attached to this City Manager's Report.

RECOMMENDATION:

In view of the collective bargaining that has taken place and the tentative settlement outlined herein, it is hereby recommended that the following resolution be adopted by the City Council.

Resolve that the City Manager and the Assistant City Manager be authorized to execute a new Agreement with Police Officers Association of Michigan (POAM), in accordance with the terms and conditions in the Tentative Settlement Agreement and outlined herein, being City Manager's Report dated August 15, 2022.

Prepared by: Joseph A. Valentine
Assistant City Manager

Approved by: Gary Mekjian
City Manager

**SUMMARY OF SIGNIFICANT REVISIONS
TO COLLECTIVE BARGAINING AGREEMENT**

**SUMMARY OF MAJOR ISSUES FROM CONTRACT SETTLEMENT
City of Farmington Hills and Police Officers Association of Michigan (POAM)
July 25, 2022**

1. **DURATION OF AGREEMENT:** The provisions of this agreement shall be effective as of July 1, 2022 and shall continue and remain in full force and effect to and including June 30, 2027 (Five years).
2. **WAGES:** 4.00% Effective July 1, 2022 (retroactive to July 1, 2022 for all members of the bargaining unit who have worked hours since 7/1/22)

In addition, the City shall pay to all employees who are employed on the effective date of the new Agreement and who are members of the bargaining unit **a one-time, off-schedule, lump sum payment equal to 1.00% of the employee's regular, straight-time rate of pay.**

Effective July 1, 2023	4.00% plus 1% lump sum payment
Effective July 1, 2024	4.00% plus 1% lump sum payment

In addition, effective (prior to) July 1, 2025, the contract will be reopened once for the sole purpose of negotiating those wage rates for the periods (a) July 1, 2025-June 30, 2026 and (b) July 1, 2026 to June 30, 2027.

- 1) Repay POAM employee's student loans up to \$5250 in accordance with the CARES Act.
- 2) Enhancements to dental and vision benefits
 - a. Effective July 1, 2022, the maximum payment for Class I , Class II and Class III benefits will increase from \$1000.00 per person total benefit year to \$1,500.00 per person total benefit year. Orthodontics to increase from \$500 to \$1000 per person total benefit year.
 - b. Vision to include 12/12/12
- 3) **ARTICLE XIX-RETIREMENT Retirement Entitlement. (Section F)**
Employees retiring on or after January 1, 2022 will contribute toward monthly retirement health insurance premiums according to the following schedule:

Single \$50	Double \$50
-------------	-------------

- 4) **RETIREMENT**
 - a. Increase Tier 2 Police Officers to same DB pension multiplier, maximum pension, and pension benefit eligibility as Tier 1; **(includes all years of service with the department)**
 - b. Add a Retirement Healthcare Stipend of \$200/month for singles and \$400/month for doubles/families for those who have attained 25 years of credited service.
 - c. Retirement Health Savings Plan (hired on or after July 1, 2008): Effective July 1, 2022, the City will contribution \$2000 annually; \$166.67 for each month of credited service. Employees shall contribute 1.50% of the employee's annual salary.

5) Annuity Withdrawal:

The parties agree that the interest rate used to determine the reduction in retirement allowance shall be based upon the following schedule:

- i. For retirements that begin on or after July 1, 2024: 2.1%
- ii. For retirements that begin on or after July 1, 2025: 2.7%
- iii. For retirements that begin on or after July 1, 2026: 3.3%
- iv. For retirements that begin on or after July 1, 2027: 3.9%
- v. For retirements that begin on or after July 1, 2028: 4.5%
- vi. For retirements that begin on or after July 1, 2029: 5.1%
- vii. For retirements that begin on or after July 1, 2030: 5.7%
- viii. For retirements that begin on or after July 1, 2031: 6.0%

REPORT TO THE CITY COUNCIL FROM THE CITY MANAGER**August 15, 2022****SUBJECT: Collective Bargaining Agreement Michigan Fraternal Order of Police Labor Council
(Dispatch)****ADMINISTRATIVE SUMMARY:**

- * The City has been engaged in collective bargaining with Michigan Fraternal order of Police Labor Council, bargaining agent for the Dispatchers. The current labor contract expired June 30, 2022.
- * The City and the Union signed a tentative settlement on May 17, 2022 and this settlement was subsequently ratified by the Union membership.
- * It is recommended that the City Council approve the terms and conditions tentatively agreed to which include the provisions of our current labor contract, as amended by the provisions of parties' tentative settlement.
- * The terms and conditions of the contract settlement were presented to the City Council by Human Resources Director John Randle in a previous executive session. A summary of significant contractual revisions is attached to this City Manager's Report.

RECOMMENDATION:

In view of the collective bargaining that has taken place and the tentative settlement outlined herein, it is hereby recommended that the following resolution be adopted by the City Council.

Resolve that the City Manager and the Assistant City Manager be authorized to execute a new Agreement with Michigan Fraternal order of Police Labor Council, in accordance with the terms and conditions in the Tentative Settlement Agreement and outlined herein, being City Manager's Report dated August 15, 2022.

Prepared by: Joseph A. Valentine
Assistant City Manager

Approved by: Gary Mekjian
City Manager

**SUMMARY OF SIGNIFICANT REVISIONS
TO COLLECTIVE BARGAINING AGREEMENT**

**SUMMARY OF MAJOR ISSUES FROM CONTRACT SETTLEMENT
City of Farmington Hills and Michigan Fraternal order of Police Labor Council
July 25, 2022**

1. **DURATION OF AGREEMENT:** The provisions of this agreement shall be effective as of July 1, 2022 and shall continue and remain in full force and effect to and including June 30, 2027 (Five years).
2. **WAGES:** 3.00% Effective July 1, 2022 (retroactive to July 1, 2022 for all members of the bargaining unit who have worked hours since 7/1/22)

In addition, the City shall pay to all employees who are employed on the effective date of the new Agreement and who are members of the bargaining unit **a one-time, off-schedule, lump sum payment equal to 1.00% of the employee's regular, straight-time rate of pay.**

Effective July 1, 2023	3.00% plus 1% lump sum payment
Effective July 1, 2024	3.00% plus 1% lump sum payment

In addition, effective (prior to) July 1, 2025, the contract will be reopened once for the sole purpose of negotiating those wage rates for the periods (a) July 1, 2025-June 30, 2026 and (b) July 1, 2026 to June 30, 2027.

3. Section 701. Holidays
 - a. Realign Columbus Day Holiday with Juneteenth Holiday
4. Section 801. Insurance
 - a. The "Base Plan" as described in this section will be adjusted to BCBS PPO "or similar"
5. Tuition Reimbursement
 - a. In the event an employee leaves the employ of the City within **three (3) years** from the date the City makes payment under this Article, the employee shall reimburse the City for such payments by having the amount deducted from the employee's final pay.
6. City to repay Dispatch employee's student loans up to \$5250 in accordance with the CARES Act.
7. Execute Letter of Understand regarding "12 Hour Duty Schedule"
8. Defined Benefit Pension
 - i. Move all Dispatchers to same DB pension multiplier, maximum pension, and pension benefit eligibility.
 - ii. Add a Retirement Healthcare Stipend of \$200/month for singles and \$400/month for doubles/families for those who have attained 60 years of age and 15 years of credited service.
 - iii. In lieu of the retirement health benefits in Section 803, employees hired on or after January 1, 2007 shall participate in a Retirement Health Savings (RHS) Plan. The City will contribute \$1,200 annually; \$100.00 for each month of credited service. Employees shall contribute 1.5% of the employee's annual salary. Employees may

make voluntary contributions to the account in accordance with the Plan and IRS regulations. The vesting schedule for the RHS will be the same as the pension benefit. **Beginning July 1, 2022, the City will contribute \$960.00 annually; \$80.00 for each month of credited service**

9. Annuity Withdrawal:

The parties agree that the interest rate used to determine the reduction in retirement allowance shall be based upon the following schedule:

- i. For retirements that begin on or after July 1, 2023: 1.5%
- ii. For retirements that begin on or after July 1, 2024: 2.1%
- iii. For retirements that begin on or after July 1, 2025: 2.7%
- iv. For retirements that begin on or after July 1, 2026: 3.3%
- v. For retirements that begin on or after July 1, 2027: 3.9%
- vi. For retirements that begin on or after July 1, 2028: 4.5%
- vii. For retirements that begin on or after July 1, 2029: 5.1%
- viii. For retirements that begin on or after July 1, 2030: 5.7%
- ix. For retirements that begin on or after July 1, 2031: 6.0%



INTEROFFICE CORRESPONDENCE

To: Gary Mekjian, City Manager
From: Ellen Schnackel, Director of Special Services
Subject: Consideration of Employment for Joseph Etten
Date: August 15, 2022

In compliance with the City Charter Article X, Section 10.01 A, we are requesting from the City Council approval to consider for employment the following individual: Joseph Eten, who is related to an employee of the City, Danielle Wilcox who is a Camp Counselor.

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

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

Name: Joseph Etten

Position Applied For: Hawk Concessions Attendant

Number of Employees Needed in this Position: 2

Date Position Posted: 5/25/22

Open Until: Filled

Number of Applicants for this position: 1

Number of Applicants Interviewed: 1

Salary: \$10.30

Relationship: Joseph Etten is the son of Danielle Wilcox, who is a Camp Counselor

Justification: Joseph Etten is the most qualified applicant and is available to begin work immediately.

Prepared by:

/s/ Jenifer Hughes

Jenifer Hughes
Concessions Programmer

Authorized by:

Approved by:

/S/ Ellen Schnackel

Ellen Schnackel
Director of Special Services

Gary Mekjian
City Manager

MINUTES
CITY OF FARMINGTON HILLS
FARMINGTON HILLS CITY COUNCIL
CITY HALL - COMMUNITY ROOM
JULY 25, 2022 – 6:30PM

The study session meeting of the Farmington Hills City Council was called to order by Mayor Barnett at 6:36pm.

Council Members Present: Barnett, Boleware, Bruce, Knol Massey and Newlin (arrived at 6:38pm)

Council Members Absent: Bridges

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

DISCUSSION OF INDEPENDENT REVIEW OF POLICE DEPARTMENT TRAINING AND POLICE DEPARTMENT TRANSPARENCY DASHBOARD

City Manager Mekjian explained that City Council directed staff to have an independent legal review conducted of the Police Department situational awareness training following an incident regarding shooting range targets. City staff has researched the issue and will discuss those findings and are seeking further City Council input.

Mr. Mekjian stated that in researching third party firms to conduct a legal review Miller, Canfield, Paddock and Stone, LLC was suggested as a reputable firm as well as Winbourne who was suggested by the city's auditors as a company with expertise in the field that could also provide an analysis of the traffic stops and citations and arrests from the transparency dashboard data. In an effort to move forward expeditiously on this matter, City Manager Mekjian noted that two items were placed on the regular meeting agenda this evening; 1) To authorize Miller Canfield to conduct a legal review and 2) An agreement with Winbourne for up to three different phases of review that included an analysis of the situational awareness training, traffic stops and citations and arrest analysis. It would be at the Council's discretion on which phases of the analysis they wished to approve. Mr. Mekjian added that Miller Canfield also may have a subject matter expert that potentially could provide review of the dashboard data.

Attorney Joppich introduced Michelle Crockett from Miller, Canfield, Paddock and Stone, LLC noting that he met Michelle at a conference and her biography was very impressive and on point for the legal review the city was requesting as well as from a Diversity, Equity and Inclusion (DEI) standpoint.

Attorney Crockett reviewed the scope of the legal review that would include review of legal standards and analysis of risks and liability, if any, with respect to using the targets mentioned and potentially working with Winbourne or another consultant as part of the legal analysis. She added that regardless of the findings, her firm would provide some recommendations, implications and things to consider both from an internal perspective and community perspective.

Council inquired if other communities had taken up such a review with regard to their situational training and if they approved working with Miller, Canfield would the firm be working with Darlene King, the City's DEI Consultant.

Attorney Crockett responded other communities have not taken on a review that was as focused on a specific practice or procedure but there have been reviews through a DEI lens. She added that if her firm is hired, she would be working with Ms. King as the city's DEI consultant.

Discussion was held on what the legal review would entail and if it would provide information the city could use to take back to other agencies that may consider what the city is doing as best practices and suggest improvements. Michelle said that potentially that would be the case but she could not answer that completely without the full review; however, the city would have an opportunity to see what is considered best practices and also consider if that is how you want to move forward as a city, if so.

Kelly Monico, Director of Central Services, explained Winbourne's background and expertise in the field and explained the analysis they would be providing included a purposeful look at the culture of the training and not just the training itself and conducting full fact-finding with layers of information to compare local practices to both national and international practices.

Council commented on the accreditation standards and that it would be interesting to see if they overlap with those compared by Winbourne. Director Monico pointed out that standards change all of the time and through the lens of a DEI focus, accreditation standards could also change with the next review.

Mayor Barnett stated she would prefer a comprehensive study and to authorize the legal review and all three phases of review by Winbourne.

Council concerns and suggestions included:

- The cost of all reviews
- That the county should provide further data points as the entity collecting this data for communities.
- The city is not required to have a transparency dashboard but is providing this information to be more transparent but the raw data without context could put communities at risk
- Suggested researching grant opportunities to help fund the analysis of the data
- Suggested building the city's own database and potentially using ARP funding and having a third party audit of the data
- The fact that it was not just about the data and perceived perception of the data but the need to remove that disparity of what the data appears to show
- Concern that every time DEI efforts are discussed, the budget or costs are a concern
- Unsure that Winbourne has the expertise with regard to situational awareness training
- Comment that this is an investment in the city and if the city needs to house its own data to get the data points they need, then the city should find the funding to do so and then make that information available to the public

Mayor Barnett summarized that Council seemed to have further questions on the analysis of the situational awareness training and transparency dashboard data and suggested moving forward with the legal review from Miller Canfield at the regular meeting and holding off on moving forward with the 3-phase review by Winbourne.

Further discussion was held on the potential of writing a grant and reviewing other funding options including federal or state funding or through universities.

It was by a couple of members that the city should manage their own data so they have the statistics they need to provide to the public.

Mayor Barnett confirmed that Council was not ready to act on the agreement with Winbourne for the 3 phase study but would like to move forward with the legal review by Miller Canfield at the regular meeting.

ADJOURNMENT:

The study session meeting adjourned at 7:29pm.

Respectfully submitted,



Pamela B. Smith, City Clerk

MINUTES
CITY OF FARMINGTON HILLS
CITY COUNCIL MEETING
CITY HALL – COUNCIL CHAMBER
JULY 25, 2022 – 7:30 PM

The regular session meeting of the Farmington Hills City Council was called to order by Mayor Barnett at 7:37pm.

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

Council Members Absent: Bridges

Others Present: City Manager Mekjian, City Clerk Smith, Assistant City Manager Valentine, Directors Mondora, Monico, Randle, Schnackel and Skrobola, Police Chief King and City Attorney Joppich

PLEDGE OF ALLEGIANCE

Matt Strickfaden led the pledge of allegiance.

APPROVAL OF REGULAR SESSION MEETING AGENDA

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

MOTION CARRIED 6-0.

CORRESPONDENCE

Councilmembers acknowledged the following correspondence:

- Letter from a resident who was frustrated with the rules for allowing recreational vehicles on property. This was forwarded to the City Manager’s Office to have the Planning Commission review and consider a revision.

CONSENT AGENDA

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

Roll Call Vote:

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

Nays: NONE

Absent: BRIDGES

Abstentions: NONE

MOTION CARRIED 6-0.

PUBLIC QUESTIONS AND COMMENTS

Oakland County Commissioner Marcia Gershenson stated that she has been redistricted out of the Farmington Hills area but is still around and will be running for re-election in November.

She reported the following:

- Education Navigators have been assigned at several universities including OCC, Oakland University and Baker College to assist people in navigating the paperwork and finances in order to go back to school. More information can be found on the Oakland County website at www.oakgov.com

- The County's first virtual tax foreclosure auction is being held and will end August 12th. More information can be found on the county website through the Treasury Department
- Walled Lake Consolidated Schools District is holding a job fair Thursday, August 4th from 10am-2pm.

Mayor Barnett mentioned the Michigan Reconnect Program where people 25 years and older who have never attended college could attend for free.

Pamela Gerald, Southfield resident, addressed the discussion regarding the Police Department training targets and the fine job of the Police Chief in handling that discussion. She commented on the transparency dashboard but stated that most people would not understand the statistical data and the approach by the city should be holding town hall meetings asking residents about their experiences in the city and the citizens should be asking how they can assist the police department rather than disparage the department. She suggested a citizens academy and taking the approach of DEI and putting inclusion first rather than diversity.

Mayor and Council members responded that the Police Department has a citizens academy and many of them have attended the academy and felt it was an excellent program.

Dr. Wendy Webster Jackson, Samoset Trail, commented on the positive experiences she has had with the Farmington Hills Police Department. She also addressed the issue of the deer population as several residents have come to her with concerns. She stated that other areas have done culls and she is not certain if Farmington Hills has considered that option or not but the meat can then be processed and donated to those in need.

Mayor Barnett commented that the Assistant City Manager has been working with other communities on a regional approach to the deer population and could provide more information to Ms. Webster-Jackson following the meeting.

Matt Strickfaden, resident, stated that he was present to advocate on behalf of his neighbor who has experienced flooding in your yard to the septic field and up to her house. He stated that she has been living with this issue for the past 28 years and asked the city to assist her with this matter.

City Manager Mekjian stated that this was brought to his attention this morning and he is following up with staff and hopes to have a solution for the resident. He noted that a vast majority of the rouge river is not public property so staff will need to review not only her property but make sure that other properties are also not adversely affected.

Assistant City Manager Valentine discussed the log jams in the river at Heritage Park and how the city is addressing that issue and concerns with flooding in the area.

Bill Mentz, resident of Eastfield, commented on the negative publicity of the Police Department and the division that this can cause. He mentioned that the city is one of the most diverse cities and the ACLU and Anti-Defamation League came back stating that there were no concerns after reviewing the matter of the targets. He stated that the city does not need more division and while residents may not always agree they need to find ways to get along. He stated that the City Council and staff has always responded to any of his concerns or questions and he thanked Police Chief King, all of public safety and the City Council for their service.

Dixon Tyson, resident along rouge river, stated that in the process of efforts to move the water in this area he has lost 12 feet of property and would like some assistance. He also received a water bill from Oakland County that was more than a family of 5 living near him and he is on a well.

Council expressed concern with the billing and felt if he was on a well and the county was unable to meter usage that he should be on minimum billing.

City Manager Mekjian explained how the billing works and asked Mr. Tyson to provide his name and number to staff so they can review his issue and ability to perhaps qualify for assistance programs.

Mayor Barnett asked for a future update from GLWA on the billing procedures and minimum billing.

COUNCIL MEMBERS COMMENTS AND ANNOUNCEMENTS

Council made the following comments and announcements:

- Farmington SAFE is hosting their annual Softball Tournament on August 6th at Founders Sports Park starting at 9am.

CITY MANAGER UPDATE

City Manager Mekjian gave an update on the SiFi groundbreaking to provide city-wide fiber to homes that should begin next spring.

NEW BUSINESS

CONSIDERATION OF APPROVAL OF RETENTION OF MILLER CANFIELD FOR SPECIAL LEGAL SERVICES FOR INDEPENDENT LEGAL REVIEW OF SITUATIONAL AWARENESS POLICE TRAINING. CMR 7-22-67

Steve Joppich, City Attorney, explained that this item was a follow up to the discussion held at the June 27th City Council meeting regarding the Police Department training targets and council request for a legal review of the situational awareness training for that department. Staff reviewed options for organizations that could take on this legal review and Miller, Canfield, Paddock and Stone, LLC is being recommended. Michelle Crockett from Miller Canfield attended the study session meeting prior to this regular session to discuss the scope of the review and would serve as lead on the legal review.

MOTION by Massey, support by Bruce, that the City Council of Farmington Hills hereby approves the retention of Miller Canfield as special legal counsel for purposes of undertaking the independent legal review of the situational awareness police training and providing the City Council with one or more legal review reports relating to same, and to authorize the City Manager to sign the Engagement Letter submitted by Miller Canfield for such purposes.

MOTION CARRIED 6-0.

CONSIDERATION OF APPROVAL OF AGREEMENT FOR ANALYSIS OF SITUATIONAL AWARENESS TRAINING, TRAFFIC STOPS AND CITATIONS AND ARRESTS WITH WINBOURNE CONSULTING IN A TOTAL AMOUNT OF \$121,110 PLUS TRAVEL EXPENSES AS REQUIRED. CMR 7-22-68

Mayor Barnett commented that this item was also on the study session agenda prior to the regular session and there was not interest amongst Council to move forward with this agreement at this time. She anticipated this issue coming before Council at a future meeting.

CONSENT AGENDA

RECOMMENDED APPROVAL OF 2 GROUND LEASE AGREEMENTS AND SMART CITIES AGREEMENT WITH SIFI NETWORKS FOR 15 YEARS WITH RENEWALS; AND APPROVAL OF AMENDMENT TO I.T. SERVICES INTERLOCAL AGREEMENT WITH THE CITY OF FARMINGTON FOR 5 YEARS WITH ADDITIONAL RENEWAL TERMS. CMR 7-22-69

MOTION by Knol, support by Massey, that the City Council of Farmington Hills hereby approves and authorizes the City Manager and City Clerk to sign both ground lease agreements with SiFi Networks and the Smart Cities agreement with SiFi Networks for fifteen (15) years with automatic renewal upon mutual agreement for up to three (3) additional and separate five(5) year terms and the amendment to I.T. Services Interlocal Agreement with the City of Farmington remains five (5) years with additional renewal terms with fees increased from the previous year by the rate of the Consumer Price Index (CPI) or 3% whichever is less.

Roll Call Vote:

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

Nays: NONE

Absent: BRIDGES

Abstentions: NONE

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF AWARD ON CONTRACT FOR THE THIRTEEN MILE ROAD WATER MAIN EXTENSION PROJECT TO BRICCO EXCAVATING COMPANY, LLC IN THE AMOUNT OF \$761,563. CMR 7-22-70

MOTION by Knol, support by Massey, that the City Council of Farmington Hills hereby approves the award of the Thirteen Mile Road Water Main Extension Project to the lowest competent bidder, Bricco Excavating Company, LLC of Oak Park, Michigan in the amount of \$761,563.00; and

IT IS FURTHER RESOLVED, that the City Council authorizes the City Manager and the City Clerk to execute the contract on behalf of the City.

Roll Call Vote:

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

Nays: NONE

Absent: BRIDGES

Abstentions: NONE

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF A SPECIAL EVENT PERMIT FOR THE ISKCON TEMPLE TO HOLD A FESTIVAL AUGUST 19-21, 2022.

MOTION by Knol, support by Massey, that the City Council of Farmington Hills hereby approves a Special Event Permit for the Iskcon Temple Annual Festival of Janmashtami to be held on Friday, August 19 through Sunday, August 21, 2022 from 10:00am to 9:30pm, subject to the following terms and conditions:

- There shall be no parking within 20' of any tent and the west drive shall remain clear from Grand River to Lochdale for emergency vehicles
- Egress shall be maintained throughout the building

- Fire lanes shall not be blocked or restricted
 - a. Temporary “NO PARKING FIRE LANE” signs shall be put up along Lochdale and Independence Office Drive from 8/19/22 to 8/21/22
- Cooking/open flame devices shall not be used under tents
- Proponent must contact Fire Prevention to schedule an inspection prior to beginning the event
- Event shall comply with minimum Fire Prevention requirements
- An electrical permit with final inspection is required
- An overflow parking plan is suggested but not a requirement for the permit
- And subject to all conditions outlined by the Police Department upon final review of that department

Roll Call Vote:

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

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF RESCHEDULING THE REGULAR CITY COUNCIL MEETINGS OF AUGUST 8, 2022 TO AUGUST 15, 2022 AND SEPTEMBER 26, 2022 TO SEPTEMBER 19, 2022.

MOTION by Knol, support by Massey, that the City Council of Farmington Hills hereby reschedules the regular City Council meetings of August 8, 2022 to August 15, 2022 and September 26, 2022 to September 19, 2022.

Roll Call Vote:

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

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF REQUEST FOR EMPLOYMENT UNDER SECTION 10.01A OF THE CITY CHARTER FOR A HEALTHY LIVING COACH/GYM COORDINATOR.

MOTION by Knol, support by Massey, that the City Council of Farmington Hills hereby approves the request for employment under Section 10.01A of the City Charter for Hunter Montgomery as a Healthy Living Coach/Gym Coordinator in the Special Services Department. Hunter is the husband of Deb Montgomery, who is a Healthy Living Coach in the Special Services Department.

Roll Call Vote:

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

MOTION CARRIED 6-0.

ACKNOWLEDGMENT OF FOURTH QUARTER FINANCIAL SUMMARY REPORT AND QUARTERLY INVESTMENT REPORT.

MOTION by Knol, support by Massey, that the City Council of Farmington Hills hereby acknowledges the Fourth Quarter Financial Summary Report and Quarterly Investment Report.

Roll Call Vote:

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

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF THE CITY COUNCIL STUDY SESSION MEETING MINUTES OF JULY 11, 2022.

MOTION by Knol, support by Massey, that the City Council of Farmington Hills hereby approves the City Council study session meeting minutes of July 11, 2022.

Roll Call Vote:

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

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF THE CITY COUNCIL REGULAR SESSION MEETING MINUTES OF JULY 11, 2022.

MOTION by Knol, support by Massey, that the City Council of Farmington Hills hereby approves the City Council regular session meeting minutes of July 11, 2022.

Roll Call Vote:

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

MOTION CARRIED 6-0.

ADDITIONS TO AGENDA

There were no additions to the agenda.

CLOSED SESSION

CONSIDERATION APPROVAL TO ENTER INTO A CLOSED SESSION TO DISCUSS COLLECTIVE BARGAINING AGREEMENTS FOR POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM), COMMAND OFFICERS ASSOCIATION OF MICHIGAN (COAM) AND MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL (NOTE: COUNCIL WILL RETURN TO OPEN SESSION IMMEDIATELY FOLLOWING THE CLOSED SESSION TO TAKE ACTION IF NEEDED AND TO CLOSE THE MEETING).

Mayor Barnett announced that City Council will return to open session immediately following the closed session to take action if needed and to close the regular meeting.

MOTION by Knol, support by Massey, that the City Council of Farmington Hills hereby approves entering into a closed session to discuss Collective Bargaining Agreements for Police Officers Association of Michigan (POAM), Command Officers Association of Michigan (COAM) and Michigan Fraternal Order of Police Labor Council.

Roll Call Vote:

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

Nays: NONE

Absent: BRIDGES

Abstentions: NONE

MOTION CARRIED 6-0.

Council entered back into regular session immediately following the closed session at 9:51pm.

ADJOURNMENT

MOTION by Massey, support by Knol, to adjourn the regular session City Council meeting at 9:52pm.

MOTION CARRIED 6-0.

Respectfully submitted,



Pamela B. Smith, City Clerk