

AGENDA
CITY COUNCIL STUDY SESSION
JULY 25, 2022 – 6:30PM
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. [Discussion of Independent Review of Police Department Training and Police Department Transparency Dashboard](#)
4. Adjourn Study Session

Respectfully submitted,

Pamela B. Smith, City Clerk

Reviewed by:

Gary Mekjian, City Manager

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



OFFICE OF CITY MANAGER

DATE: July 25, 2022
TO: Mayor and City Council
FROM: Gary Mekjian, City Manager
SUBJECT: Proposed Vendors for Independent Review of Police Situational Awareness Training

City Council directed City Administration to provide an independent legal review of the referenced topic at its June 27, 2022 City Council Meeting. Since that time, city staff and the City Attorney have been researching this item and are prepared to discuss their findings and to receive City Council input on how to proceed.

I look forward to the discussion, explaining potential options available to City Council, and moving forward on this expeditiously.

Founded in 1852
by Sidney Davy Miller



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MICHIGAN
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July 22, 2022

Mayor & City Council
City of Farmington Hills
31555 W. Eleven Mile
Farmington Hills, MI 48336

Re: Miller Canfield's Representation of the City of Farmington Hills/Legal Review of the Utilization of Certain Police Targets

Dear Madam Mayor & City Council Members:

We are pleased that the City of Farmington Hills has engaged Miller, Canfield, Paddock and Stone, P.L.C. to perform a legal review of the City of Farmington Hills Police Department's utilization of certain targets for training purposes.

I ask that you review this letter and the enclosed **Standard Terms of Engagement** and return a signed copy of this letter to me at your earliest convenience.

Client. Our client in this matter will be the City of Farmington Hills ("the Client"). This engagement does not give rise to a lawyer-client relationship between the firm and any affiliate of the Client or other person or entity. If you wish us to represent any other person or entity, please let me know so that I can revise this engagement letter.

Scope of Engagement. We have been engaged to perform a legal review of the current use of certain police targets for training purposes. It is our understanding that an expert(s) in police practices/training will be identified to provide an analysis as to the efficacy of utilizing these targets which shall, in turn, serve as a basis for our firm's legal review. Miller Canfield will also provide recommendations regarding diversity, equity and inclusion (DEI) initiatives that the City may subsequently elect to employ in furtherance of their overall commitment to DEI.

Because we are not the Client's securities lawyers, we will not, unless you specifically ask us and we agree in writing to do so, be advising the Client about any disclosure obligations it may have under federal, state or other securities laws with respect to any of the matters on which we have been engaged.

Staffing. I will be principally responsible for managing this engagement with the assistance of other attorneys, as deemed appropriate. Our hourly rate is \$385.

Billing and Payment. We customarily send invoices for fees and expenses each month and expect payment of our invoices within 45 days. Please contact me if these payment arrangements are not acceptable to you.

Completion of Engagement. This engagement will terminate when we perform our last services for the Client in this matter, whether or not the charges for those services have been invoiced or paid. Unless we are representing the Client in another matter, the lawyer-client relationship between us will terminate at the same time.

Standard Terms of Engagement. Attached to this letter is a copy of a document that contains the **Standard Terms of Engagement** that apply to all engagements undertaken by the firm. I encourage you to read this document carefully, as it is an integral part of the agreement regarding this engagement and contains important provisions governing the relationship between Miller Canfield and City of Farmington Hills. By accepting our services, you agree that the terms of this letter and the enclosed Standard Term of Engagement will apply to this engagement unless we agree in writing to a modification.

If you have any questions about this engagement, please feel free to contact me.

Very truly yours,

Miller Canfield Paddock and Stone, PLC



Michelle P. Crockett

AGREED AND ACCEPTED:

CITY OF FARMINGTON HILLS

By: _____

Its: _____

STANDARD TERMS OF ENGAGEMENT

Includes information provided in accordance with the Michigan Rules of Professional Conduct

This statement sets forth certain standard terms of our engagement as your lawyers in this matter. It supplements our engagement letter with you and is an integral part of our agreement. Therefore, you should review this statement carefully and contact us promptly if you have any questions. Unless modified in writing by mutual agreement, these terms and those in the engagement letter will control our relationship. We suggest that you retain this statement and our engagement letter in your file. Our engagement is also subject to and governed by the applicable rules of professional conduct.

How We Approach Our Work for You

We will perform our legal services for you in accordance with our professional judgment. Any expressions by us concerning the outcome of your legal matters are expressions of that judgment but are not guarantees. Such opinions are necessarily limited by the facts that you and others disclose to us and the state of the law at the time our opinions are expressed.

The person or entity we represent is the person or entity identified in our engagement letter, and the word “you” in this statement means that person or entity only. Unless we agree with you in writing, our engagement does not include representation of any affiliates of such person or entity. For example, if you are a corporation, a partnership, or a limited liability company, our representation of you does not include representation of any parents, subsidiaries, employees, officers, directors, shareholders, members or partners. If you are a trade association or other voluntary organization, our engagement does not include representing any of your members. If you are an individual, our representation does not include your spouse or other family members. If you believe this engagement includes additional entities or persons as our clients, you should inform us immediately and ask us to include those persons in our engagement letter.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

How Our Fees Will Be Set

Generally, our fees are based on the time spent by the lawyers and paralegal personnel who work on your matter. We will charge for all time spent performing professional services for you including, by way of illustration, telephone and office conferences with you, your representatives, consultants, opposing counsel, and others; conferences among our legal and paralegal personnel; factual investigation; legal research; drafting letters, agreements, pleadings, briefs, and other documents; responding to requests by your auditors; and travel. We will keep accurate records of the time we devote to your work. If you have insurance relating to the matter on which you have engaged us, and your insurance carrier pays less than the rates on which we have agreed or declines to pay for any matter on which you have engaged us, you agree to pay the difference.

The hourly rates of our lawyers and legal assistants are reviewed and adjusted periodically on a firm-wide basis to reflect current levels of legal experience, changes in overhead costs, and other factors. Because these changes made on a firm-wide basis, we customarily do not inform each client of the specific changes in the hourly rates of the personnel working on their matters. However, the rates charged by our personnel will be reflected on the invoices we

send you, and we encourage you to raise promptly any questions you may have regarding our rates and any changes to them.

From time to time you may request and we may furnish estimates of legal fees and other charges that we anticipate will be incurred in representing you. Due to a wide range of variables, many of which are unforeseeable, these estimates are by their nature inexact and cannot be considered as limitations on the fees we will charge. The actual fees and charges ultimately billed may vary from such estimates.

With your advance written agreement, the fees ultimately charged may be based upon a number of factors, including: the time and effort required, the novelty and complexity of the issues presented, the value of the services to you, the amount of money or value of property involved, the results obtained, and the time constraints imposed by you and other circumstances, such as an emergency closing or the need for injunctive relief from a court.

For certain well-defined services and special circumstances, we will, if requested, quote a flat fee. In all such situations, both the amount of the fee and the scope of the services to be provided must be expressed in the engagement letter. In appropriate circumstances, we may agree to provide legal services on a contingent fee basis. The terms of any contingent fee representation must be set forth in the engagement letter.

Additional Charges

In addition to our fees, our invoices will include charges for expenses incurred in the performance of our legal services. Generally, charges which reflect the use of resources provided by outside vendors (courier services, court reporters, etc.) are charged at the vendor's charge to us without markup. Certain other charges reflect the utilization of firm resources or involve an integral combination of firm's resources and outside vendors (photocopying, computer research, etc.). These services are charged at standard rates which encompass both the direct vendor charge and an amount equal to the firm's estimate of an appropriate charge for the firm resources allocated to the service. While these charges may not match the firm's exact cost of providing these services in each instance, we believe that these charges are fair and generally comparable to the charges made by other firms for similar services. The current basis for these charges is set forth below. The firm will review this schedule of charges on an annual basis and adjust them to take into account changes in the firm's costs and other factors.

Photocopying: The firm charges \$.10 per page.

Computer Research: The firm uses computer assisted research services such as Westlaw. We charge for computer research at 80% of the retail rates published by the computer assisted research services. We believe that this charge compensates the firm for providing support and ancillary services, yet provides these services to our clients at a discount from retail prices.

Mail: Clients are charged the actual cost of postage for the U.S. Postal Service and foreign postal carriers, as well as the actual cost of air express couriers.

Overtime: Staff overtime is charged only when required by the time constraints of the specific project.

Facsimile: The firm reserves the right to charge up to \$1.00 per page for outgoing faxes, which includes all telephone costs. There is no charge for incoming faxes.

Telephone Calls: The firm does not charge for local or long-distance calls made or received at our office locations via land line. In cases in which a substantial number of cellular telephone calls are required in an engagement, the firm may pass on the cost of such calls charged to the subscriber.

Travel-Related Expenses: Airfare, meals, and related travel expenses are charged to you at the firm's actual, out-of-pocket cost. Automobile mileage is charged at the IRS approved rate. Credits earned under the Frequent Flyer Programs accrue to the individual traveler and not to the firm or you.

Firm Messengers: Walking messenger trips are charged at a flat rate per delivery. Driving messenger trips are charged at the firm's standard automobile mileage charge plus parking and toll charges if imposed.

Other Costs: The firm charges actual disbursements for third-party services like court reporters, expert witnesses, database services, and the like.

Unless special arrangements are otherwise made, payment of the fees and expenses charged by others (such as experts, investigators, consultants and court reporters) will be your responsibility and billed directly to you. All invoices in excess of \$1000 will be forwarded to you for direct payment unless other payment arrangements are made with us in advance.

Payment

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are payable within thirty days of receipt. We reserve the right to charge interest at the maximum legally permissible rate up to 1% per month or 12% per annum on amounts past due.

Representation in Other Matters

We are a relatively large law firm and we represent many other companies and individuals. It is possible that, during the time that we are representing you or afterward, the interests of another client of the firm may require the assertion in litigation, business transactions, or other legal matters of positions which conflict with yours. Additionally, subject to the requirements of the rules of professional conduct which govern us, you agree that our representation of you in this matter will not disqualify the firm from opposing you in other matters, including litigation or other dispute resolution proceedings, that are unrelated to the subject matter of this representation. You waive any conflict of interest with respect to the assertion of positions and the undertaking of unrelated, but adverse, representations described in the previous sentences. You also agree that we may disclose to prospective clients the general nature of this engagement with you and the fact that you have acknowledged our ability to undertake engagements of the type described above. We will not, of course, use to your disadvantage any proprietary or confidential information we acquire from you as a result of our representation of you in this or other matters.

Attorney-Client Privilege

Sometimes in the course of our representation of clients, we confront ethical or other legal issues that require that we seek the advice of an attorney, either one of our own attorneys or an attorney from another firm. As part of our agreement regarding your representation by the firm, you agree that such discussions, whether they occur during or after our engagement, are protected by the attorney-client privilege.

Termination of Engagement

Our engagement as your attorneys terminates upon our completion of the services you have retained us to perform, whether or not our final invoice has been rendered or paid. If you later retain us to perform further or additional services, our attorney-client relationship will begin again with the signing of a new engagement letter.

You may terminate our engagement with or without cause at any time on by notifying us of your decision to do so. Termination of our services will not affect your responsibility to pay for services rendered and expenses and other charges incurred up to the date when we receive notice of termination, and for any further work required of us in order to facilitate an orderly turnover of matters in process at the time of termination.

We may terminate our engagement for any of the reasons permitted under the rules of professional conduct which govern us, including: your failure to pay our invoices promptly, misrepresentation of (or failure to disclose) any material facts, action taken contrary to our advice, or any other conduct or situation that in our judgment impairs an effective attorney-client relationship between us or presents conflicts with our professional responsibilities. Subject to the rules of professional conduct which govern us, we may also terminate our engagement by reason of your failure to abide by your consent to our representation of a client in accordance with the terms of the section entitled "Representation in Other Matters" above. If required, we will request a stipulation executed by you allowing us to withdraw as attorney of record in any judicial, arbitration, or similar proceedings. We may also apply for a court order approving our withdrawal from representing you, and you agree in advance to our withdrawal.

Subsequent Engagements

If, during this engagement or thereafter, you retain us for an additional engagement, it will be presumed, absent a written agreement between us to the contrary, that the terms and conditions contained in this document will apply to such subsequent engagements.

Alternative Dispute Resolution: Mandatory Arbitration

Should any dispute arise concerning the services provided to you by us or the charges we make for those services and related expenses, you and we shall first try in good faith to settle the dispute directly. If the dispute is not resolved, it shall be submitted to third party neutral facilitation in accordance with the mediation rules of the American Arbitration Association. If the dispute is not resolved through mediation, the dispute shall be settled by binding arbitration in accordance with the laws of the State of Michigan. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association except as modified here. Judgment upon the award rendered by the arbitrators may be entered in any court of record having jurisdiction thereof. The mediation and arbitration proceedings, including any hearings, shall be held in the Detroit metropolitan area. Both you and we agree that neither of us is entitled to or shall request or claim punitive or exemplary damages and that the arbitrators shall not have the authority to award punitive or exemplary damages or any other damages in excess of actual pecuniary damages.

Client Documents

We will maintain any documents you furnish to us in our client file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to turn over to you. These documents will be delivered to you within a reasonable time after receipt of payment for outstanding fees and costs. We will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.

We are not advising you with respect to this statement of the terms of our engagement. If you wish advice, you should consult independent counsel of your choice.

DETROIT

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Services

Employment and Labor

Diversity, Equity and Inclusion
Consulting

Employment Litigation

Governmental and Public
Entities

Human Resources Counseling
and Training

Labor Relations

Education

Wayne State University Law
School, J.D., 2000

North Carolina State University,
B.A.

Bar Admissions

Michigan

Court Admissions

U.S. District Court

- Eastern District of Michigan

Michelle P. Crockett

Chief Diversity Officer
Deputy Executive Officer
Principal



Michelle P. Crockett leads the firm's hiring of all attorneys, recruitment, diversity, equity & inclusion ("DEI") initiatives, mentoring, and professional development programs.

She also specializes in defending Fortune 500 companies and public-sector clients against a variety of employment-related claims. She conducts internal investigations which involve claims of harassment, retaliation, discrimination, malfeasance, misappropriation of funds, and DEI-related matters. In addition, Michelle has an expertise in providing litigation and traditional labor advice to municipalities, non-profits, and school districts throughout Michigan, which includes but is not limited to assistance with grievances, arbitration hearings, collective bargaining, board governance, special education issues, due process hearings, and student discipline.

Michelle also assists private and public-sector clients with DEI strategic planning, implementation of desired DEI goals/initiatives, and creates and/or conducts training on all matters related to DEI within the workplace. In addition, she provides advice and counsel as to the application of the anti-affirmative action amendment (formerly known as Proposition 2) adopted by Michigan voters in 2007. Michelle also supports government contractors and subcontractors with compliance matters associated with Executive Order 11246, which may involve drafting affirmative action plans, implementing and/or revising existing affirmative action plans, and providing guidance and counsel with OFCCP audits and/or conciliation agreements.

Michelle also served as general counsel for the Education Achievement Authority of Michigan from August 2013 to November 2014.

Michelle P. Crockett

Representative Matters

Michelle has an extensive background in litigation matters involving all types of discriminatory claims. These cases frequently involve an employee or a number of employees alleging discrimination not only by the company, but also by specific individuals. As a result, the reputations of the company as well as people within the company – often high-level executives – are at stake. In these emotionally charged cases, Michelle believes it is important to understand all the dynamics at play. She has discovered that employees sometimes file lawsuits as a way to be heard or to prove a point. Thus, many lawsuits can either be prevented or resolved quickly if these employees are simply given an opportunity to vent their concerns. Michelle tends to approach all of her cases with this basic understanding of human nature, achieving great results for her clients.

"Fairness, understanding and providing excellent service in a cost-efficient manner is the best way I can serve my clients. My goal is resolution in the most cost-efficient manner for my client."

Teaching

University of Michigan Law School, 2017-present: Race in the Law, Social Justice & the Law, Employment Law, and K-12 Education Law

Honors

Fellow, College of Labor & Employment Lawyers

Best Lawyers in America, Employment Law - Management, 2022; Labor & Employment Litigation, 2013

Crain's Detroit Business 2021 Notable Executives in Diversity, Equity and Inclusion

Geraldine Bledsoe Ford Award, Women Lawyers Association of Michigan, 2021

Respected Advocate Award, Michigan Association for Justice, 2021

Michigan Lawyers Weekly's Leaders in the Law, Class of 2020

State Bar of Michigan Pro Bono Honor Roll, 2020

Trailblazer Award, D. Augustus Straker Bar Association, 2019

Leadership Oakland Leader of Leaders, 2018

Crain's Notable Women Lawyers in Michigan, 2017

Michigan Chronicle Women of Excellence, 2015

Michigan Super Lawyers, Labor and Employment, 2013; Rising Star, 2008

Michelle P. Crockett

Professional Activities

Michigan Supreme Court Commission on Diversity, Equity and Inclusion in the Judiciary, Member, 2022-2024

American Bar Association, 2000-present

State Bar of Michigan, 2000-present; Labor and Employment Law Council Member, 2013-present; Chair, 2019-present

Oakland County Bar Association, Labor & Employment Section Chair, 2016-2017; member, 2000-present

Oakland County Bar Foundation, Trustee, 2018-present

Women Lawyers Association of Michigan Foundation, Board of Directors, 2020-present

Detroit Regional LGBT Chamber of Commerce, Board of Directors, 2020-present

Leadership Oakland XVI, Class of 2006

Leadership Detroit, Class of 2008

Civic, Cultural & Social Activities

Michigan Community Resources, Board Member, 2016-present; Chair, 2019-present

Detroit Regional LGBT Chamber of Commerce, Board Member, 2020

Leadership Oakland, President, 2016-2017; Board Member, 2010-2016

Alternatives for Girls, Board Chair, 2014-2018; Board Member, 2012-2019

Michigan Council of School Attorneys, President, 2012

Speeches

"Diversity, Equity and Inclusion," Moderator, State Bar of Michigan Government Law Section and Michigan Association of Municipal Attorneys summer joint educational conference, June 24, 2022

"Impartiality, Implicit Assumptions, Biases and Arbitral Justice," Panelist, State Bar of Michigan Alternative Dispute Resolution Section Annual Conference, Oct. 9, 2021

"Leadership Through Diversity - Understanding the Do's and Don'ts," Troy Chamber of Commerce 2021 Diversity Summit, August 12, 2021

"Tapping Hidden Talent Pools to Fill Your Workforce Needs," Panelist, Michigan Chamber of Commerce Diversity, Equity and Inclusion Series, June 15, 2021

"The Way Forward: A Plan for Boosting Diversity and Inclusion in Law Firms," Michigan Lawyers Weekly webinar, Oct. 20, 2020

Michelle P. Crockett

"Retaining Women in Law: New Strategies for Engaging and Retaining Women Lawyers," Panelist, Women Legal 2019, San Francisco, California, February 7, 2019

"Women Lawyers Association of Michigan - Celebrating the Past. Inspiring the Future." Panelist, Livonia, Michigan, November 15, 2018

"HR Department of One - Pump Up Your Skills," Panelist for HRAGD, September 2008

"How is Diversity Affected by a Downsizing Auto Industry? (Inclusive of Proposal 2)," Automotive Women's Alliance (AWA), The Townsend Hotel, March 13, 2007

"The Aftermath of the Affirmative Action Decision in Michigan," Miller Canfield Update, Detroit - November 2006, Grand Rapids - December 2006

Publications

"What law firms can learn from President Biden's Cabinet picks," Michigan Lawyers Weekly, February 11, 2021

"Alone on an Island," State Bar of Michigan Bar Journal, September 2013

Articles

Supreme Court Rules on the ACA & Interplay Between the First Amendment & LGBTQ Community

Department of Education Issues Interpretive Ruling Prohibiting Sex-Based Discrimination Against Gay & Transgender Students Under Title IX

COVID-19: Continuity of Learning for K-12 Students under Executive Order 2020-35

Comparison of the Allowable Use of Bond and Sinking Fund Proceeds for Michigan Public School Districts

Sinking Fund and Other Capital Improvement Financing Options for Michigan Public School Districts

United States Supreme Court Approves Race-Conscious Admissions Policy

Employment + Labor Newsletter

Farmington Hills, Michigan

Analysis of Situational Awareness Training, Traffic Stops, and Arrests

July 13, 2022 (Rev D)



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CONSULTING, LLC

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Cover Letter

July 10, 2022

Dear City Manager Mekigan:

Winbourne Consulting is pleased to submit this proposal to the City of Farmington Hills (City) to help analyze the police department's Situational Awareness training, traffic stops, and arrests. Per our conversation, we have designed this proposal in three phases.

The four-person Winbourne team for the Farmington Hills project has more than 130 years of public safety and government professional and operational knowledge. We will help the City conduct this analysis to answer questions from the city council and the citizens of Farmington Hills. We will conduct goal- and fact-gathering activities and provide objective findings and recommendations that will assist the City with determining possible actions for resolving these concerns and improving the police department's effectiveness.

Winbourne has served more than 600 public safety organizations in the United States as well as twenty foreign countries over the past 22 year. We have effectively provided our client-partners technology analysis, process and workflow assessments, strategic operational planning, data sharing and consolidation, RFP development, and vendor selection and implementation projects.

The quality of our client services is measured annually through client satisfaction surveys. Our firm has maintained a **97% highly satisfied rating** from our clients for the past 14 years. It is important we know from our customers if we are doing a good job. We are proud to maintain this high satisfaction rating — a clear indication of the relationships we build with each client, helping them solve their problems.

We look forward to working with the City on this important project. Please feel free to contact me for any questions regarding our proposal. I can be reached at telephone (202) 210-9260 and email areece@w-llc.com.

Regards,



Andrew G. Reece, President and CEO

Winbourne History

Who We Are

Winbourne Consulting, LLC is recognized worldwide as one of the leading emergency communications and management systems consulting and project management firms. For 22 years, our firm has served more than 600 public safety agencies in the United States and more than 20 countries. We provide clients with operations improvement, strategic planning, system requirements development, technology selection and installation, cybersecurity, and smart city design, project management, and implementation services.



Founded 2000



Small, Minority-Owned Business



Served 600 Public Safety & Justice Clients



1st Office in Washington, DC, Metropolitan Police HQ



International Recognition: Projects in 20+ Countries



Deep Bench of Subject Matter Experts (SMEs)

Our firm's work as public safety Project Managers (PMs) and Subject Matter Experts (SMEs). Our structure adheres to a flat, matrix-based approach to overall management and communication. A management committee manages the firm on an ongoing basis with four business units: 9-1-1 Services and Emergency Communications, Mission Critical Facilities, Digital Evidence and Body Worn Cameras and Big Data-related services.

Winbourne Consulting is a privately owned company, incorporated in Delaware in 2000. Winbourne is an independent public safety consulting firm and, as such, is not engaged in or associated with the business of selling, servicing, or renting public safety and related systems. We are vendor-neutral and are not affiliated with any hardware or software vendors. We are familiar with the capabilities of all top-tier vendors along with many other vendors in the public safety and emergency management market space.

What We Do

Our firm provides a range of public safety consulting and project management services. The following illustrates services offered to our clients.



Technology Planning & Implementation

- Technology Assessment
- Functional Requirements
- Technical Requirements
- System Procurement
- Vendor Implementation



Operations and Staffing Assessment

- Process Optimization Analysis
- Staffing Needs
- Policies and Procedures
- Best Practice Gap Analysis



Next Generation 911 (NG911)

- NG911 Design
- NG911 Procurement
- Vendor Implementation
- Financial Analysis



Consolidation and Governance Planning

- Consolidation and Deconsolidation Plans
- Identify Stakeholder Need
- Governance Agreement
- Governance Structure
- Cost Sharing Analysis



Strategic Planning

- Current State Assessment
- Visioning and Objectives
- Future To-Be Modeling
- Cost Analysis



Big Data and Analytics

- Assess and Identify Data
- Analytics Solutions
- Common Data Platform
- Data Quality Assurance



Body Worn Cameras and Digital Evidence

- Technology Requirements
- Policies and Procedures
- Procurement Support
- Cost Analysis



Network Planning and Design

- Assess PSAP Readiness
- Oversee Testing
- Oversee Implementation
- Bandwidth Analysis
- Connectivity Analysis



Radio Technology

- System Design
- All Radio Technologies
- Broadband Network
- Radio Tower and Standards
- Radio Coverage Study



311/Customer Relationship

- Management
- Needs Assessment
- Technology Requirements
- Business Planning
- Procurement
- Vendor Implementation



Cybersecurity

- Cyber Response Plan
- Cyber Monitoring and Vulnerability Assessments



Mission Critical Facility Design

- Technology Consulting to A&E
- Technology Fit-Out and Test
- Design and Specifications Documents

U.S. Public Safety and Justice Clients

Our U.S. clients include the State of Hawaii; State of California; State of Connecticut; Washington, DC; New York City; Los Angeles; Las Vegas; Boston; Cleveland; Columbus, Philadelphia, Milwaukee City and County; and Miami-Dade County. The projects range from operational assessments, PSAP consolidations and de-consolidations, developing technical and functional requirements for systems such as Computer Aided Dispatch (CAD), mobile computing, records management systems to implementing court records systems, body-worn cameras, and NG911 solutions for entire states and regions.

“I have used Winbourne Consulting consistently on major New York City projects over the past decade because they are admirably competent and dependable at a competitive cost.”

— Annette Heintz, Deputy Commissioner,
Special Projects, New York City
Department of Information
Technology and Telecommunications

International Clients

Internationally, Winbourne has worked on public safety, emergency management, network design, and smart city projects in more than 20 countries, including Indonesia, Vietnam, India, Turkey, UAE, Iraq, Mexico, Chile, Panama, Jamaica, Mexico, Canada, Ukraine, Poland, Romania, and Bulgaria.

The Ho Chi Minh City project brings together a variety of data types and sources, including intelligent transport management systems, public safety, public health, and citizen service requests.

Winbourne is currently managing a smart city project in Ho Chi Minh City, Vietnam. Our current project, the Intelligent Operations Center (or IOC) project, builds on our 2018-2019 project to design the Integrated Emergency Communications System or IECS for the city. The technical assistance project will advance the goals of the IECS project as well as prepare the groundwork for implementing a technical and operational smart city solution.

The quality of our client services is measured annually through client satisfaction surveys. Our firm has maintained a **97% Highly Satisfied rating** from our clients for the past 16 years. It is important we know from our customers if we are doing a good job. We send them a survey with 7 to 10 questions such as: “How would you rate the overall quality of Winbourne Consulting in completing this project?” We are proud to maintain this high satisfaction rating. This is a clear indication of the relationships we build with each client, helping them solve their problems collectively.

Our headquarters is located at 1101 Wilson Blvd, 6th Floor, Arlington, VA 22209 USA. Our website is www.winbourneconsulting.com.

Project Personnel

The Winbourne Team will be led by Winbourne CEO Andrew Reece who will fulfill the roles of Engagement Executive and Project Manager. He will be supported by Subject Matter Experts Tom Maureau and Clark Kimerer, and by our Business Analyst, Amber Daughtry.

Detailed resumes are provided in Appendix A.

Engagement Executive and Project Manager Andrew Reece, PMP — Winbourne Consulting CEO

As president and chief executive officer of Winbourne Consulting, Andrew is responsible for the quality of Winbourne’s work and the satisfaction of our clients. As Engagement Executive, Andrew develops a deep understanding of the public safety agencies’ needs and constraints. He assures that the Winbourne team meets the time and quality objectives of the deliverables and effective communication with the client.



Andrew’s operational and structural perspectives grow from his 15 years of leadership in Washington, DC government and more than 20 years delivering results through Winbourne Consulting. His master’s degree in Geographical Information Systems and his Project Management Professional (PMP®) and Information Technology Infrastructure Library (ITIL) certifications inform the Winbourne team’s constant awareness of strategic plans, budgets, processes, technologies, and impacts on staff and citizens.

Subject Matter Expert Tom Maureau, MBA — VP Winbourne Consulting

Tom’s subject matter expertise and analytical skills result from advanced education and years designing change and living with the results. Tom’s involvement uncovers and prioritizes the specific factors that management needs to consider in determining truly relevant changes. Tom has 27 years law enforcement experience, retiring as a Division Commander for the Tallahassee Police Department and served 10 years as the CIO for public safety systems.



His responsibilities included crime analysis, criminal intelligence, records management, property and evidence, and a multi-discipline PSAP. Tom is able to recommend and help implement workable, enduring solutions, based on his deep understanding of clients' needs and constraints.

Subject Matter Expert**Clark Kimerer — Senior Consultant, Winbourne Consulting**

Clark's 40 years' experience in public safety including senior level management has laid the foundation for a continuing public safety consulting career. Clark worked for Seattle Police Department for twenty-two years with sixteen years serving as the Deputy Chief. Clark brings Farmington Hills his knowledge, skills, and perspectives from projects including: BJA TTA lead for the National Body-Worn Camera Program; Use of Force - Violence Intervention Policy and Training; Commander-Lead Author and Editor, Seattle Police Department Strategic Plans; Major Cities Chiefs Intelligence Commanders Group; Department of Homeland Security Science and Technology Directorate; DOJ-Global Justice Fusion Center Standards Work Group; AIDS Housing; and Homeland Security-Emergency Preparedness.



Clark conducts executive level homeland security and emergency management training on topics including violence prevention and mitigation, preparedness, prevention, mitigation, and response to and recovery from catastrophic scenarios.

Business Analyst**Amber Daughtry — Senior Consultant, Winbourne Consulting**

Amber provided in-depth public safety technology systems design, configuration, training, implementation, and maintenance services to law and fire/rescue agencies. Her experience goes beyond the system requirements/administration perspective to also encompass the people-side of the business including policies, procedures, and training.



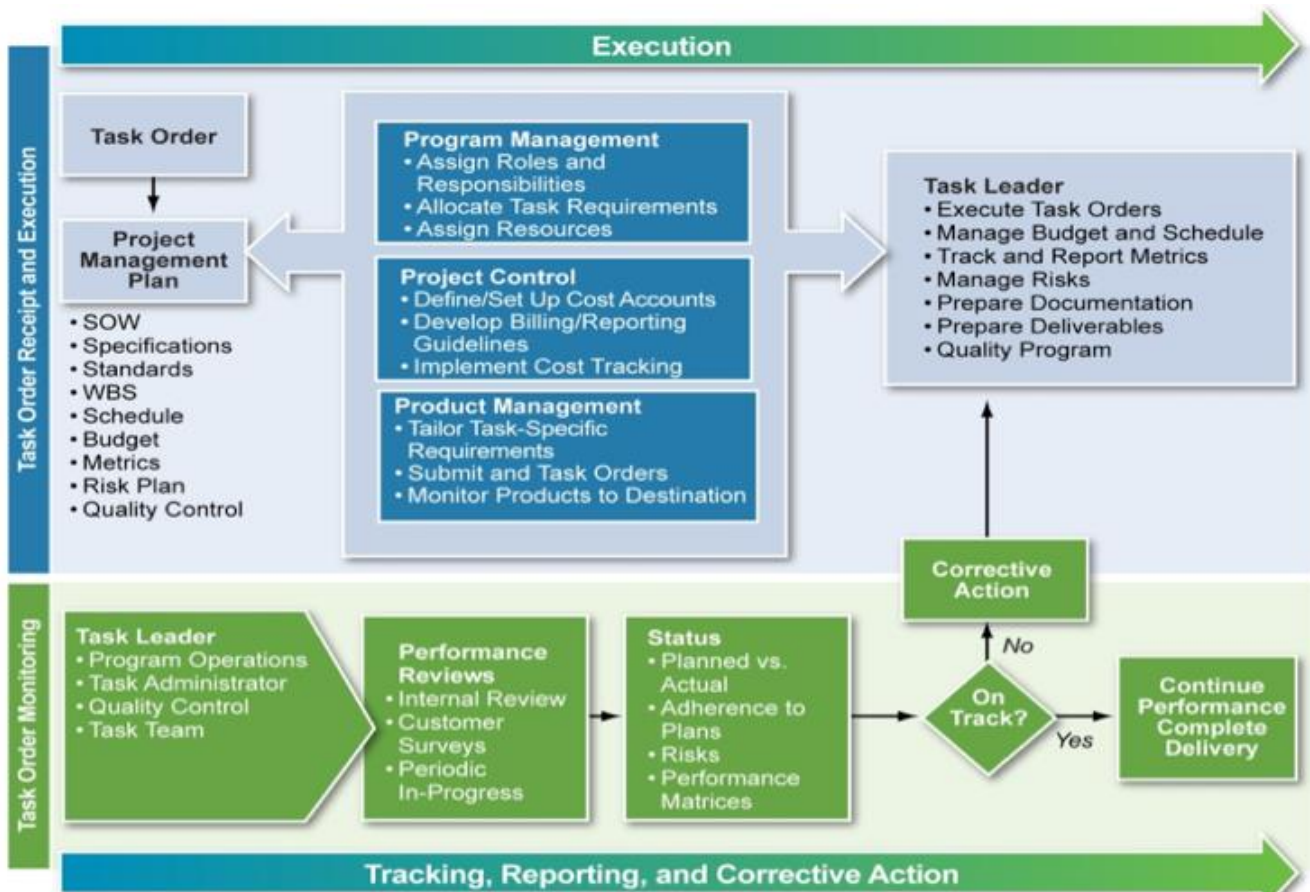
Amber served as system administrator of in-car and body worn camera at Tallassee Police Department and at other local agencies. She also worked with the state attorney on policy and procedures.

For this project Amber will assist the team with the gathering, organizing and initial analyzing of the data.

Project Methodology

The first principle governing our methodology is continuous engagement with Farmington Hill project leads, policy makers and subject matter experts to define objectives and project scope. The Winbourne team will utilize both collaboration and responsiveness to the priorities of the leaders, practitioners and experts within the Farmington Hills Police Department, City Manager’s Office, IT and Communications Divisions, and other involved jurisdictional assets. This project will be structured as a continuous process of inquiry, conversation, assessment, and the sharing of findings and recommendations as they are identified consistent with the doctrine of “no surprises”.

Our firm adheres to the Project Management Institute’s processes and practices for all public safety projects. We will develop a project plan and schedule to establish project phases and milestones and include processes consistent with PMI practices, as shown below.



Depending on the needs of the project, our Project Management Plan includes a project charter, project organization diagram, explanation of the project methodology, a synopsis of the problems faced by the client's management and staff. The project schedule includes activities required to successfully complete all work under the contract between the City of Farmington Hills and Winbourne Consulting.

PMI practices require project managers to monitor, control and report on budget, scope, schedule, risks, and quality issues. Our project manager will conduct routine status meetings and deliver status reports to the assigned Farmington Hills project manager. The frequency and content for the meetings and reports will be agreed upon at the start of the project.

Phase 1 – Analysis of Situational Awareness Training

The objective of this project is to complete an analysis of the Police Department's Situational Awareness training program including officer safety protocols, firearms training and qualifications, threat and risk assessment, and compliance with law enforcement industry model policies, standards, guidelines, and best practices.

Winbourne Consulting Activities

As part of this project, we will assess the Police Department's firearms training and qualification policies, procedures, instructor certifications, training curriculums and equipment to compare to law enforcement industry model policies, standards, guidelines, and best practices.

We Will Review

1. Compliance with State of Michigan firearms qualification and training requirements, standards and instructions
2. Compliance with Michigan accreditation standards
3. Engagement with firearms training associations and groups
4. Firearms training, qualifications, and certification documentation
5. Officer Safety training initiatives
6. Use of Force reporting data (2019 to date)
 - a. Force review board reports
 - b. Internal Affairs complaints/investigations re: Use-of-Force
 - c. Civil (plaintiff) actions and dispositions
 - d. Other force application data identified by Farmington Hills PD which contributes to discovering patterns and areas of potential liability
 - e. Current technologies used to document and track use of force (Axon Standard, IA Pro etc.)
7. Department culture regarding firearm training and qualification
8. Significant force incidents, including negative media coverage
9. Other critical data categories identified by Farmington PD leadership and training staff.

We Will Compare

Comparison to model policies, standards, guidelines, and best practices from nationally recognized organizations (e.g., International Association of Chiefs of Police).

The analysis will be completed via online interviews with relevant personnel and review of department documentation.

Farmington Hills commendable focus upon their situational awareness content and priorities is leading edge and will set the City and Police Department in the highest echelons of public safety jurisdictions. As part of our methodology – and deliverables – Winbourne will provide models and procedures for unified risk assessment. Both Tom Maureau and Clark Kimerer have varied and extensive experience in Risk Modeling. Kimerer, for example, directs an Executive Education Program at the US Naval Postgraduate School-Center for Homeland Security and has conducted over 400 seminars for City/County leaders throughout the US centered upon risk and threat analysis.

City Responsibilities

1. Provide a single point of contact that will manage the project for the City. Tasks will include
 - a. Communication with the Winbourne Consulting Project Manager
 - b. Communication with relevant City personnel
 - c. Scheduling meetings with City and other relevant personnel as needed
 - d. Communicating with personnel to obtain information/data
2. Provide access to relevant personnel including but not limited to:
 - a. Command Staff personnel
 - b. Training Unit
3. Provide relevant documentation:
 - a. Department policy and procedures regarding firearm qualification and training
 - b. Department firearm training documentation
 - c. Firearm instructor training and certifications
 - d. Firearm qualification and training courses
 - e. Officer Safety/Shoot Don't Shoot training courses
 - f. Use of Force data related to firearms/officer safety training
 - g. Other information to be determined

Winbourne Consulting Deliverables

At the beginning of each phase, we will work with the City to validate the goals for the phase, the information that needs to be captured, and how the content needs to be presented. Typical steps and deliverables include:

- Project plan and status reports as project tasks and milestones are completed
- Develop findings and recommendations relevant to project objectives
- Obtain input from relevant City personnel regarding the findings and recommendations
- Complete a draft report of findings and recommendations to be reviewed by the City for accuracy
- Submit a final report
- Complete an in-person presentation of the report if needed

Project Time Frame

Winbourne understands the timeliness of this report and with a start date of July 13, 2022, we anticipate delivering a final copy of the report by August 22, 2022, depending on the availability of City staff, and City staff responsiveness to Winbourne requests for information.

Phase 2 – Traffic Stops & Citations Analysis

The objective of this Phase is to complete an analysis of the Police Department's policies, procedures, training, customs, and culture regarding traffic stops and the issuance of traffic citations. The analysis will have a specific focus to identify any indications of bias regarding traffic stops and traffic citations.

Winbourne Consulting Activities

Assess the Police Department traffic stop policies, procedures, and training to compare to law enforcement industry model policies, standards, guidelines, and best practices.

We Will Review

1. CAD breakdown
 - a. Traffic stops
 - i. All traffic stops for the entire City by type of stop (event code) and disposition code
 - ii. Traffic stops by District, Beat, Zone
 - iii. Traffic stops by shift – Day, evening and midnight
 - iv. Does the department differentiate a vehicle stop for a traffic offense versus crime related (e.g., BOLO, suspicious activity, wanted person, suspect vehicle, etc.)?
 - v. Can the CAD system map the above data (e.g., multiple map views)?
 - b. Traffic Stop/Anti-Bias
 - i. Does the Department collect driver/passenger demographic data for each stop?
 - c. Traffic stop Warnings (no further action)
 - d. Traffic stop resulting in arrests
 - i. Can the CAD/RMS provide a breakdown of arrests made from traffic stops?
 1. Type of crime – Traffic/DL, DUI, drugs, weapons, wanted person, etc.
 2. Demographics of persons arrested
 - e. Traffic stop Use of Force
 - i. Breakdown of Use of Force incidents for types of activity including traffic stops
 - f. Vehicle search data

- i. Does the Department collect data regarding when searches of vehicles are made related to traffic stops?
 1. Consent search
 2. Incident to arrest
 3. Criminal investigation/search warrant
2. Enforcement via automated systems [e.g. ALPR, speed cameras, either mobile or fixed (school zone) red-light cameras, etc.]
3. Traffic citation data
 - a. Does the Department have an eCitation application?
 - b. Does the department enter citation data into the RMS?
 - c. Does the local court or state enter traffic citation into a database? If yes, can this data be queried (e.g., generate various types of reports)
4. City demographic information
 - a. Entire City
 - b. District, Beat Zone
 - c. Roadway demographics (e.g., during different times of day a manufacturing plant, office building, industry, etc. can change the demographic of a roadway with workers traveling to or from work)
5. Traffic crash data
 - a. Volume, locations – District, Beat, Zones
 - b. Crash patterns – Run red light, speeding
 - c. Most dangerous intersections
6. Revenue breakdown from traffic citations
 - a. Breakdown of revenue generated from traffic citations
 - i. State
 - ii. County
 - iii. City – Does the money go to a City general fund?
7. CALEA and/or State accreditation standards
8. BWC/In-Car camera
 - a. Does the department employ a BWC/In-Car camera system?
 - b. Does the department have a formal QA process regarding officer demeanor and professionalism at traffic stops?
9. Critical incidents (officer-involved shooting, vehicle pursuits w/injuries, violent felony incidents, etc.) NOTE: The Winbourne team may specify particular critical incidents based on interviews and personal research.
10. GIS Mapping (e.g. heat maps, with additional layers of real numbers of
 - a. Traffic accidents, layered by severity
 - b. Locations of traffic citations issued, to include:
 - i. Map 1 detailing citations issued to Farmington Hills residents
 - ii. Map 2, detailing citations issued to non-Farmington Hills addresses

- c. Traffic patterns, particularly identifying principal routes of ingress, egress, and commuting patterns by rush hours, weekday and weekend denominators
- d. General (all) arrests
- e. If possible, general (all) locations of documented use of force. (This may be delimited by Department-defined “serious” uses of force)
- f. If possible, areas broken down by demographics and – separately – incidences of crime
- g. If possible, areas broken down by
 - i. Total 911 CFS, by call type
 - ii. Total on-view (officer initiated) activity
- h. Other GIS data/mapping requirements identified as relevant by FHPD leadership

We Will Compare

Comparison to model policies, standards, guidelines, and best practices from nationally recognized organizations (e.g., International Association of Chiefs of Police). The analysis will be completed via online interviews with relevant personnel and review of department documentation.

City Responsibilities

1. Provide a single point of contact that will manage the project for the City. Tasks will include
 - a. Communication with the Winbourne Consulting Project Manager
 - b. Communication with relevant City personnel
 - c. Scheduling meetings with City and other relevant personnel as needed
 - d. Communicating with personnel to obtain information/data
2. Provide access to relevant police department and communications center personnel including but not limited to:
 - a. Command Staff personnel
 - b. Department personnel - Training, Patrol, Investigations, Traffic, Records Management, Communications, etc.
 - c. Subject matter expert personnel who can generate the required data
 - d. Other personnel to be determined
3. Provide relevant documentation and data
 - a. Existing reports that contain traffic stop and citation information
 - b. Emergency Communications Center workflows and business processes regarding traffic stops
 - c. Officer workflows and business processes regarding traffic stops
 - d. CAD/Mobile system capabilities regarding traffic stops
 - i. CAD event code
 - ii. Mandatory information

- iii. Disposition codes
- 4. Records Management workflows and business processes regarding traffic stops and citations
- 5. Records Management System data regarding traffic stops and citations
- 6. Department anti-bias initiatives, training, and documentation
- 7. Department initiatives and instructions regarding traffic stops and issuing traffic citations
- 8. Department policy, procedures and training curriculums regarding
 - a. Traffic enforcement and stops
 - b. Issuing traffic citations and warning
 - c. Officer Safety
 - d. Arrest policy and procedures
 - e. Suspicious person/vehicle investigations
 - f. Use of Force
 - g. Other policies and procedures to be determined
- 9. Department accreditation standards
- 10. Department Use of Force data (e.g., relationship to traffic stops)
- 11. Department arrest data (e.g., relationship to traffic stops)
- 12. Department vehicle pursuit data
- 13. Traffic crash data
 - a. Volume breakdown
 - b. Location
 - c. Date/time
 - d. Trends and patterns
 - e. Known dangerous intersections and roadways
- 14. GIS/mapping
 - a. Map data as required the project team
- 15. Citizen complaints regarding traffic problems (e.g., neighborhood speeding, school zone speeding, reckless driving, etc.)
- 16. Directed Patrols and special initiatives regarding traffic related offenses – DUI, reckless driving, etc.
- 17. Revenue breakdown from traffic citations
 - a. State
 - b. County
 - c. City
- 18. BWC/In-Car camera information
 - a. Department review of traffic stops
- 19. Other information to be determined

Winbourne Consulting Deliverables

At the beginning of each phase, we will work with the City to validate the goals for the phase, the information that needs to be captured, and how the material needs to be presented. It is not unusual for an analysis like this to have a scope change as we review the data and discover processes that need further examination. Typical steps and deliverables include:

- Project plan and status reports as project tasks and milestones are completed
- Develop findings and recommendations relevant to project objectives
- Obtain input from relevant City personnel regarding the findings and recommendations
- Complete a draft report of findings and recommendations to be reviewed by the City for accuracy
- Submit a final report
- Complete an in-person presentation of the report if needed

Project Time Frame

Winbourne will work with City Management to develop an acceptable timeline for this estimated six-month project.

Phase 3 – Arrest Analysis

The objective of this Phase is to complete an analysis of the Police Department's policies, procedures, training, customs and culture regarding arrests. The analysis will have a specific focus to identify any indications of bias regarding arrest incidents.

Winbourne Consulting Activities

Assess the Police Department traffic stop policies, procedures, and training to compare to law enforcement industry model policies, standards, guidelines and best practices.

We Will Review

1. Department initiatives and instructions regarding arrests.
2. Department policies, procedures and training curriculum regarding arrests.
3. Does the Department have a Professional Arrest Criteria or Anti-Bias initiative?
4. Is the Department CALEA and/or State accredited?
5. Department Use of Force data (e.g., relationship to arrests)
6. Department arrest data
7. Citizen complaints regarding arrests
8. Does the department serve warrants or participate with a County warrant service?
9. Department culture regarding arrests
10. Does the Department recognize arrest activity in promotional/transfer processes, annual performance evaluations, awards, etc.?
11. CAD breakdown
 - a. Arrests
 - i. All arrests for the entire City by initial event code and final disposition code
 - ii. Arrests by District, Beat, Zone
 - iii. Arrests by shift – Day, evening and midnight
 - iv. Does the department differentiate a vehicle stop for a traffic offense versus crime related (e.g., BOLO, suspicious activity, wanted person, suspect vehicle, etc.)?
 - v. Can the CAD system map the above data (e.g., multiple map views)?
 - b. Arrest Anti-Bias
 - i. Does the Department collect demographic data for each arrest?
 - c. Traffic stop resulting in arrests
 - i. Can the CAD/RMS provide a breakdown of arrests made from traffic stops?

1. Type of crime – Traffic/DL, DUI, drugs, weapons, wanted person, etc.
2. Demographics of persons arrested
- d. Arrests Use of Force
 - i. Breakdown of Use of Force incidents for types of activity including initial event codes
12. City demographic information
 - a. Entire City
 - b. District, Beat Zone
 - c. Roadway demographics (e.g., during different times of day a manufacturing plant, office building, industry, etc. can change the demographic of a roadway with workers traveling to or from work)
13. CALEA and/or State accreditation standards
14. BWC/In-Car camera
 - a. Does the department employ a BWC/In-Car camera system?
 - b. Does the department have a formal QA process regarding officer demeanor and professionalism at traffic stops?

We Will Compare

Comparison to model policies, standards, guidelines and best practices from nationally recognized organizations (e.g., International Association of Chiefs of Police). The analysis will be completed via online interviews with relevant personnel and review of department documentation.

City Responsibilities

1. Provide a single point of contact that will manage the project for the City. Tasks will include
 - a. Communication with the Winbourne Consulting Project Manager
 - b. Communication with relevant City personnel
 - c. Scheduling meetings with City and other relevant personnel as needed
 - d. Communicating with personnel to obtain information/data
2. Provide access to relevant personnel including but not limited to:
 - a. Command Staff personnel
 - b. Department personnel – Training, Patrol, Investigations, Traffic, Records Management, Communications, etc.
 - c. Subject matter expert personnel who can generate the required data
 - d. Other personnel to be determined
3. Provide relevant documentation and data
 - a. Existing reports that contain arrest information
 - b. Officer workflows and business processes regarding all types of arrests
4. CAD/Mobile system capabilities regarding arrests

- a. CAD event code
- b. Mandatory information
- c. Disposition codes
5. Records Management workflows and business processes regarding arrests
6. Records Management System data regarding arrests
7. Department anti-bias initiatives, training and documentation
8. Department instructions that could influence arrest rates
9. Directed Patrols and special initiatives that could influence arrest rates
10. Department policy, procedures and training curriculums regarding
 - a. Criminal investigations
 - b. Arrest policy and procedures
 - c. Use of Force
 - d. Other policies and procedures to be determined
11. Department accreditation standards
12. Department Use of Force data (e.g., relationship to arrests)
 - a. BWC/In-Car camera information
 1. Department review of arrest incidents
 - b. Other information to be determined

Winbourne Consulting Deliverables

At the beginning of each phase, we will work with the City to validate the goals for the phase, the information that needs to be captured, and how the material needs to be presented. It is not unusual for an analysis like this to have a scope change as we review the data and discover processes that need further analysis. Typical steps and deliverables include:

- Project plan and status reports as project tasks and milestones are completed
- Develop findings and recommendations relevant to project objectives
- Obtain input from relevant City personnel regarding the findings and recommendations
- Complete a draft report of findings and recommendations to be reviewed by the City for accuracy
- Submit a final report
- Complete an in-person presentation of the report if needed

Project Time Frame

Winbourne will work with City Management to develop an acceptable timeline for this estimated six-month project.

Pricing

Winbourne Consulting's Cost Proposal is based on our current understanding assessments needed by the City.

The data for the first phase – the comprehensive analysis of situational awareness training according to the prevailing models of threat and risk assessment is straight forward. The second and third phases are a bit more complex and require mining data from different CLEMIS systems such as Computer Aided Dispatch, Records Management System, eCitation, and Jail Management Systems. Additionally, data may be required from Oakland County Court and State of Michigan systems.

It is difficult for us to accurately provide an exact number of hours to complete the project since there are many unknown factors at this point in the process. We do not know:

- The Department's culture and execution regarding quality data
- The amount of and type of data that is available for analysis
- The level of effort required to obtain data from the various systems
- The knowledge, skills and abilities of the personnel we will be dependent on to obtain the relevant data
- The bandwidth of key personnel who will be generating the various reports

We are therefore proposing a Time and Materials (T & M) contract with not-to-exceed hours for each phase. This type of contract allows the greatest flexibility and control by the City.

By employing a T & M contract, versus a Firm Fixed Price contract, the assignment of all phases be approved by the City in advance of any work being completed. Additionally, the City will provide input regarding the level of effort required to complete each assigned phase.

The following methodology will be applied to all assigned T & M work:

- The City will determine the start and end date for each of the phases
- The City will determine a not-to-exceed number for cost/hours for each of the phases
- Winbourne Consulting will obtain City approval in advance for travel expenses
- Winbourne Consulting will not exceed the estimated hours without formal City approval
- Winbourne Consulting will bill the City for all hours used, and expenses encumbered, on a monthly basis
- It is anticipated that the majority of the work will be completed off site

The below hours reflect time and cost for each phase as requested. Please note that if the second and third phases (Traffic Stops and Arrests) were to be conducted simultaneously we would be able to decrease some of the hours for the data collection. We would also be able to decrease some of the interview hours as we could address both traffic stops and arrests topics and questions during the same interview. We would be happy to provide the City with a cost to conduct both phases simultaneously.

Based on our current understanding of this project we are proposing the following pricing:

Phase 1 – Analysis of Situational Awareness Training Program reflects a **Not-to-Exceed Level of Effort** of 80 personnel hours and a 30-day period of performance for a **price of \$13,200**, not including travel if required.

Phase 2 – Traffic Stops and Citations Analysis reflects a **Not-to-Exceed Level of Effort** of 340 personnel hours and a six-month period of performance for a **price of \$56,100**, not including travel if required.

Phase 3 – Arrests Analysis reflects a **Not-to-Exceed Level of Effort** of 314 personnel hours and a six-month period of performance for a **price of \$51,810**, not including travel if required.

If the project exceeds the level of effort due to a material change of scope or schedule, Winbourne will work with Farmington Hills to identify remaining tasks and develop a quote for submission of a Change Order to complete the project phase. Winbourne will submit invoices of actual time worked monthly throughout the project, starting on the first day of the month after the Effective Date of an executed contract. We will also bill for actual travel expenses approved by the City prior to travel.

Appendix A. Resumes

Andrew G. Reece Engagement Executive and Project Manager

Summary Of Experience

Mr. Reece has over 20 years of experience in managing the improvement of government operations. He specializes in strategic planning, business process design, business process improvement, and organizational design and realignment. Specifically, he has a broad knowledge of government operations, including finance and budget, technology and systems, and their impact on business process and organization structure. He has worked extensively over the past 10 years planning and implementing complex information technology (IT), network, and communications systems. Highlights include:

- Executive management responsibility for over \$40 million in public safety IT projects
- Extensive experience with the design, procurement, configuration, and implementation of numerous public safety IT applications and projects
- Program and project management experience for a wide array of public safety applications

Related Project Experience

Winbourne Consulting (Formerly Winbourne and Costas, Inc.)

President and Chief Executive Officer – 2019 to Present

Vice President – 2001 to 2019

As President, Chief Executive Officer and Owner of Winbourne Consulting, Mr. Reece is responsible for the day-to-day management and operations of the Firm. His span of responsibilities includes overseeing the operations and finances of the company, creating and communicating the firm's strategic vision, goals and objectives, and ensuring that company products and outputs meet or exceeds the expectations of our clients. Mr. Reece also provided Engagement Executive oversight over many the company's client engagements, to include:

- Arlington County, VA – Public Safety Information Technology Strategic Plan
- Pembroke Pines, FL – Emergency Communications Consolidation Feasibility Project
- Fairfax County, VA – Public Safety Integrated CAD/MOBILE/RMS Implementation Project
- U.S. Department of State (DOS) – Kingdom of Jordan Crisis Management and Emergency Resource Project
- City of Mesa, AZ – Public Safety Information Technology Strategic Plan Project

- City of Virginia Beach, VA – CAD/MOBILE/RMS Replacement Project
- Peoria, AZ Police Department – CAD/MOBILE/RMS/Mobile/Field Reporting Replacement
- National Capital Region CAD to CAD Data Exchange Hub Project
- United Nations Office of Project Services (UNOPS) – Kurdistan Iraq/EMS Dispatch System Project
- Jamaica Enhanced Emergency Communications Access Project
- Ada County, ID – CAD/Mobile Replacement
- State of Arizona Department of Public Safety Message Switch Replacement Project
- DeKalb County, GA – CAD/Mobile Replacement Project

District of Columbia City Council**Committee Clerk – Economic Development Committee – 2000 to 2001**

Responsible for creating, drafting, and negotiating the passage of all legislation related to economic development activities for the District of Columbia. Provided advise and recommendations to committee members regarding legislative activities. Assisting the Committee in review and oversight of the operations and budget of the City's economic development cluster agencies.

District of Columbia Office of Property Management**Chief of Staff, 1998 – 2000**

Mr. Reece was primarily responsible for managing all of the administrative, financial and operational activities for the agency, under the direction of the Director. He assisted the Director in prioritizing and developing mitigation plans for critical issues impacting the District's real estate portfolio. He also provided input and direction to the process of determining new and enhanced investments in City real estate purchases and leases. He was responsible aligning the agency's organizational chart to the mission, goals and objectives of the agency and the Mayor's Office, as well as ensuring that all departmental functions were staffed with properly trained human resources.

District of Columbia Financial Authority**Assistant Chief Management Officer, 1995 – 1998**

Provided oversight, legislative and budgetary support the Financial Authority Board members for the District of Columbia's Public Safety and Economic Development cluster agencies. Developed recommendations for improvements to the District Government's operations and service delivery to citizens.

Assistant to the Vice President for Academic Affairs**Howard University, 1991 – 1995**

Assisted the Howard University Provost in managing and executing special projects. Served as the primary liaison between the University's Information Technology Division and Academic functions.

Credentials

- Information Technology Infrastructure Library (ITIL®) v3 Foundation Certification – 2012
- Project Management Institute (PMI) PMP Certification – 2008

Professional Organizations

- Association of Public Safety Communications Officials (APCO) – International – Current
- National Emergency Number Association (NENA) – Current
- International Association of Chiefs of Police (IACP) – Current

Training Courses

- User and System Requirements for Successful Software Development– 2011
- Software Quality Assurance: Delivering Consistent Quality – 2011

Education

- **University of North Carolina**, M.A., Geographical Information Systems – 1994
- **University of Miami**, B.A., Geography, English – 1989

Tom Maureau

Subject Matter Expert

Summary of Experience

Mr. Maureau is a retired law enforcement Division Commander (27 years) who possesses a unique combination of IT, Law Enforcement, Fire Department, EMS and Emergency Management expertise developed through numerous Police and Fire Department assignments and as a Florida Registered EMT/Paramedic. Additionally, Mr. Maureau has an MBA in Technology Management and brings an Operations Management/Business Case Analysis approach to all projects.

During his last 10 years of service, Mr. Maureau served as Chief Information Officer (CIO) for Public Safety IT and was the Technical Services Division Commander comprised of Records Management, Crime Analysis, Criminal Intelligence, Property & Evidence and multi-discipline PSAP. Previous law enforcement assignments include Watch Commander, Criminal Investigations, SWAT, Narcotics/Organized Crime Drug Enforcement Task Force, Armed Robbery Task Force, Career Criminal Unit, Training and Emergency Management.

In addition to his public safety experience, Mr. Maureau has over 14 years' experience as a consultant to state, city and county agencies and public safety Information Technology companies. Mr. Maureau has experience in a variety of projects including:

- Strategic planning; gap, risk and cost benefit analysis
- Leveraging CAD/RMS/JMS systems and data for maximum operational effectiveness
- 9-1-1/PSAP, Law Enforcement, Fire and EMS operations analysis
- The procurement, design, configuration, implementation and support of CAD, RMS, Mobile, GIS, JMS, Information Sharing, and Criminal/Business Intelligence and Vehicle/BWC Systems
- 9-1-1/PSAP consolidation feasibility studies
- Staffing analysis
- Project management
- Technology Master Plan – Development through implementation
- Improvement of public safety software

Mr. Maureau has worked with a wide spectrum of large, medium and small public safety agencies.

Education

- MBA/Technology Management – University of Phoenix
- Certified Public Manager – Florida State University Center for Professional Development
- Bachelor of Science/Criminology – Florida State University
- Registered Paramedic/EMT Program – Tallahassee Community College

Related Project Experience

- **City of Milwaukee, WI** – February 2019 to present
 - CAD/Mobile/Business Intelligence RFP and system implementation
 - Consolidation of Police and Fire/EMS Communications Center
 - Milwaukee Police and Fire/EMS Communications Center Operations Analysis
 - Police Department Real Time Crime Center Video Management System
 - Assessment of Police Department Business Intelligence/Analytics systems
- **Buncombe County/Asheville, NC** – October 2019-October 2021. CJIS Interlocal Agreement Project
- **Chatham County/Savannah, GA**
 - March 2019-June 2021. CAD/LRMS/FRMS/Business Intelligence RFP process
 - July 2021 to present CAD/RMS/FRMS implementation
- **Springfield, MA** – Jan 2018-June 2021. Body Worn Camera System procurement and implementation
- **Seminole County, FL Fire/Rescue** – August 2017 to August 2019. CAD/Mobile RFP process through implementation for Seminole County Fire/Rescue and stakeholder agencies
- **Miami-Dade County, FL** – November 2016 to October 2018. CAD/Mobile RFP process for Miami-Dade Police and Fire Departments
- **San Mateo County, CA**
 - September 2016-2018 – CAD/Mobile/Business Intelligence RFP requirements, RFP evaluation and scoring, CAD-to-CAD/Information sharing, Staffing analysis
 - December 2015 – August 2016. CAD Gap Analysis Project. Current and future state assessment of Public Safety Communications technology systems, workflows and business processes
- **Bossier City/Bossier Sheriff's Office, LA** – 2016 to 2019
 - CAD/RMS/JMS/Business Intelligence RFP requirements and RFP evaluation and scoring process
 - CAD/RMS/JMS/BI implementation
- **State of Colorado** – November 2015 – March 2016. State Legislature Body Worn Camera Project. Provided facilitation and strategic guidance for a Body-Worn Camera Study Group to meet and collect data to determine best practices regarding the utilization of body worn cameras for law enforcement.
- **Los Angeles, CA**
 - CAD-to-CAD January 2015 to May 2015. LA Fire Region CAD-to-CAD RFP development and evaluation, C2C Operational Best Practices
 - LA County Fire Department (LACoFD) – CAD/Mobile/BI RFP 2016-2018
- **Atlanta** – March 2015-June 2015. NICE Systems. Atlanta PD Logging and Recording system assessment
- **State of Gujarat, India** – January 2015-Current. ESINet and PSAP consolidation analysis
- **New York City OCEC/ECTP** – May 2, 2012-December 31, 2014:
 - ECTP2/FDNY CAD Project Team – Subject Matter Expert to the Mayor's Office of Citywide Emergency Communication (OCEC) and FDNY regarding a variety of projects including 9-1-1/PSAP operations, business process improvement and technology systems including CAD, mobile, AVL, GIS/mapping, computer triage, business intelligence, CAD-to-CAD, RMS and wireless data networks
 - SME to the FDNY Bureau of Communications concerning Fire and Emergency Dispatch operations, technology systems, policies, procedures, training protocols, workload analysis and business process improvement

- FDNY business case research assignments including: NYPD/FDNY CAD-to-CAD opportunities for improved public safety operations; Benefits of AVL/closest unit dispatching; Requirement for an FDNY Mobile Data Strategic Plan; FDNY Transition to a Broadband Wireless Data Network; Leveraging an FDNY Business Intelligence System and the employment of guide cards and pre-arrival instructions
- NYPD/FDNY business case research assignments including implementation of Text-to-9-1-1 for NYC and federal grant application; Requirement for a NYC NG9-1-1 Strategic Plan and federal grant application
- **New York City Mayor’s Office of Citywide Emergency Communication** – January 2, 2011 to May 1, 2012. Operations and workload analysis of NYPD/FDNY Fire and EMS 9-1-1/PSAP call taking/dispatch business processes and procedures; technology systems and inter-agency workflow. Evaluated all aspects of NYPD and FDNY 9-1-1/PSAP operations to provide findings and recommendations – Project Manager/SME
- **City of Virginia Beach, Virginia**
 - March 2011-July 2015. Integrated Public Safety Project. Pre-procurement Operations Analysis Discovery/Public Safety Best Practices presentations to all personnel and executive staff; Facilitated a procurement process workshop, and project team support – Senior Analyst
 - Post-procurement – April 2015 to September 2015 – CAD/Mobile Project Management including project plan, statement of work review and roles and responsibilities
- **Albany/Dougherty, Georgia** – 2011 to August 2015. Public Safety Technology Master Plan, RFP for a 9-1-1/CAD/Mobile/AVL/LRMS/FRMS/JMS system, selection process, contract negotiations; design, configuration and implementation – Project Manager/SME
- **Unified CAD Functional Requirements APCO/IJIS Project.** The UCADFR includes law enforcement, Fire and Emergency Medical Service requirements and is an invaluable resource to communities, supporting the planning, acquisition, and management of full-featured CAD software applications – Project Manager/SME
- **Prince William County, VA** – CAD/RMS/Mobile RFP – Operations Analysis discovery and Public Safety Business Process Best Practices – Senior Analyst
- **City of Boston, MA** – 9-1-1/PSAP Consolidation Feasibility Analysis and operations assessment of Boston PD, Fire and EMS dispatch centers - Project Manager/SME
- **Savannah-Chatham County, GA** Consolidated 9-1-1/PSAP Operations Analysis and 9-1-1 System Master Plan and Procurement – Project Manager/SME
- **Columbia County/Lake City, FL** – 9-1-1/PSAP Consolidation Analysis – Project Manager/SME
- **Livonia/Canton, MI** 9-1-1/PSAP Consolidation Feasibility Analysis – Senior Analyst
- **City of Peoria, AZ** – Operations Analysis/Business Process Review and CAD/RMS procurement – Senior Analyst
- **New York City** – Emergency Communications Transformation Program (ECTP) – NYPD/FDNY Migration Plans to a Co-located PSAP and combined 9-1-1 system – Quality Assurance Manager/SME
- **Duplin County, NC** – Police, Fire and EMS Operations Analysis – Project Manager/SME
- **Walton County Sheriff’s Office, FL** – Strategic Planning and Technology Master Plan; RFP for a 9-1-1/CAD/Mobile/AVL/LRMS/FRMS/JMS system, selection process, contract negotiations; design and configuration – Project Manager/SME
- **Ramsey County (St. Paul), MN** – Consolidated 9-1-1/PSAP Operations Analysis – Senior Analyst
- **City of Kalamazoo, MI** – Police and Fire Staffing Analysis – Senior Analyst

- **City of Roanoke, VA** – Information Sharing System project – Senior Analyst

Professional History

- **Winbourne Consulting, LLC**
 - Vice President, 2017 - Current
 - Director of Public Safety Operations, 2009 - 2016
 - Winbourne & Costas, Inc., Manager, 2006-2009
- **TRM Public Safety Consulting, Inc.** Owner, 2006-2009
- **Tallahassee Police Department**, Division Commander, 1982-2008
- **Palatka, FL Police Department**, Police officer 1979-1980

Training, Certifications and Awards

- Attended an extensive number of training schools and conferences related to all aspects of public safety, IT management and operations management
- Instructor and speaker on various public safety and IT subjects
- Served on national and state public safety IT committees
- Numerous awards and letters of commendations including leadership award, productivity award, unit awards and nominated twice for officer of the year
- Bravery Award for rescuing an officer who had been overpowered by an armed robbery suspect who had forcibly taken the officer's firearm and held a knife to the officer's throat

Clark Kimerer
Subject Matter Expert

Summary of Experience

Clark Kimerer has over 40 years’ experience in public safety having served multiple roles starting as a patrol officer, progressing to mid-level manager and finally assuming senior level manager positions. After his active public safety career, he then became a senior level consultant within public safety lending his wide range of experience to a wide variety of public safety applications in multiple locales across the country. During his career Clark has led numerous projects including: TTA lead for the National Body-Worn Camera Program for three grant cycles, over a nearly 4 year period; Commander-Lead Author and Editor, Seattle Police Department Strategic Plans; Major Cities Chiefs Intelligence Commanders Group; Department of Homeland Security Science and Technology Directorate; DOJ-Global Justice Fusion Center Standards Work Group; Use of Force - Violence Intervention Policy and Training; AIDS Housing; and Homeland Security-Emergency Preparedness.

Urban Aread Executive Education Program, U.S. Naval Postgraduate School – Center for Homeland Defense and Security, Monterey, CA — 2015-Present

Faculty Facilitator – Subject Matter Expert – Conducts executive level homeland security and emergency management training on topics including preparedness, prevention, mitigation, response to and recovery from catastrophic scenarios as well as violence prevention and mitigation. Clark is the principal investigator and project lead for a local government research fellowship commissioned by an international conference of local government leaders. The project will conduct research in two phases. Phase 1 is a comprehensive overview of the history of modern policing and Phase 2 is on 911 center operations and protocols and how to achieve operational alignment with public safety mission, goals, and objectives.

BJA National Body-Worn Camera Project Training and Technical Assistance SME (Lead) 2015-2019

Clark was TTA lead for the National Body-Worn Camera Program for three grant cycles, and was responsible for 21 sites, many of them being multi-jurisdictional partnerships.

SEATTLE POLICE DEPARTMENT

1983-2014

Assistant Chief – Chief of Staff

1998-2001, 2006-2014

Assistant Chief – Chief of Operations

2001-2006

Director – City of Seattle Emergency Operations 1999-2007
 Captain/Precinct Commander 1992-1999

Significant Systems Accomplishments

- Project Commander and principal architect of the Neighborhood Policing Project, the most comprehensive restructuring of the 911-Patrol system in the last 3 decades, and one of the most substantive attempts to implement a community policing model in the country. This 5 year project resulted in a wholesale transformation in the staffing models and protocols for Patrol, 911 dispatch and the Detective Bureau
- Commander-implementer of nationally recognized protocols of coordinated response (with Seattle Fire/EMS and Harborview ER) to excited delirium (metabolic acidosis) incident. As part of this project, he authored and oversaw model protocols for 911 Dispatch to these life-threatening calls.
- Led the effort to replace with overall call management system replacement for the city of Seattle that resulted in a new 911 system. Activities involved in that role included:
 - Goal Setting
 - Requirements Definition
 - Solicitation of various stakeholders input that included fire, EMS, city management, neighborhood associations and other interested parties
 - Defining systems that would allow the city to meet the requirements including new processes

Other positions held within the Seattle Police Department:

LIEUTENANT 1989-1992

- Watch Commander of the West Precinct from 1990 to 1992.
- Project Manager and Lead Planner-1990 Seattle Goodwill Games from 1988 to 1990
- Chief Negotiator, SWAT Crisis Negotiation Team 1985-1992

SERGEANT 1987-1989

- DUI Squad from 1987 to 1989
- Lead Planner/Project Manager, 1990 Goodwill Games Joint Planning Project

POLICE OFFICER 1983-1985

- SWAT (Team Member and Training Officer) - 1985 to 1988
- Patrol Officer - 1983 to 1985

Education

- **FBI Academy, Quantico, Virginia**, Graduate, National Executive Institute, Class 26,
- **Harvard University Law School**, Program of Instruction for Lawyers, Harvard Negotiation Project, “Basic Negotiations & Mediation,” Cambridge, Massachusetts. (1998)
- **FBI Academy**, Advanced Hostage Negotiations Instructor
- **St. John’s College, Santa Fe, New Mexico**, Graduate Institute in Liberal Education,
- **St. John’s College, Annapolis, Maryland**, Bachelor of Arts in Classics and Liberal Arts

Professional Organizations

- **National Alliance for the Mentally Ill (NAMI)**, Major Cities Chiefs Association, International Association of Chiefs of Police, National Sheriffs Association, National Emergency Managers Association (NEMA)
- **Member-Vice Chair, National Alliance for Public Safety – Geographic Information Systems** Executive Board of Directors (Washington DC) 2010-present
- **Member, John Jay University – Regenhard Center for Emergency Management Studies** Board of Directors (New York, NY) 2009-present
- **Downtown Emergency Service Center Board of Directors:** 1998-present. Chair – 2001 to 2012 and 2021- present.

Select Papers and Publications

Clark has authored and participated in the publication of numerous articles and white papers covering a wide variety of public safety topics in multiple locales.

Amber Daughtry Business Analyst

Summary of Experience

Public safety experience: Extensive experience in design, configuration, training, implementation and maintenance of public safety technology systems. Worked closely with multiple law enforcement and fire/rescue stakeholders in the development of various information systems within the public safety arena. Experience includes not only the system requirements/ administration but also includes the development of policies and procedures and training curriculum. As a certified law enforcement instructor, Amber has trained hundreds of officers at multiple agencies on mobile computers and software; electronic ticketing hardware, software and back office; in-car video and body worn camera hardware and back office products.

Winbourne project experience: Information gathering (business requirements, rules, current workflows, etc.); develop business requirements through scope, processes and risks; analyze client requirements and processes through document analysis, interviews, workshops and workflow analysis; identify errors in client data; create business requirements to align with functional and technical requirements; create testing levels (functional, user acceptance, integration and performance) to ensure client needs are met; deliver easy to understand data and process reports.

Related Project Experience

WINBOURNE CONSULTING, LLC, Arlington, VA

2015-present

Senior Consultant/Business Analyst
Subject Matter Expert

- **Miami Beach (FL) Police**, CAD/RMS, January 2021-present
- **Palm Beach (FL) County Sheriff**, Body Worn Camera Project, January 2021-present
- **Port Authority of New York New Jersey (NY)**, November 2020 – Present
- **Boulder County (CO) Sheriff's Office**, December 2020
- **Buncombe County (NC)**, December 2020
- **WestCOG (CT)**, Regional Public Safety Project, 2020-Present
- **Milwaukee (WI)** CAD/Mobile, 2020-Present
- **Alexandria (VA)** CAD Assessment, 2020
- **Huntington Beach (CA) Police**, Integrated Public Safety Project, 2020
- **Springfield (MA) Police Department**, Body Worn Camera Implementation, 2020 - present
- **Chatham County (GA)**, CAD/RMS/Mobile for Police, Fire and EMS, 2019 - present
- **Springfield (MA) Police Department**, Body Worn Camera Feasibility Study and BWC RFP, 2019
- **WestCOG (CT)**, Feasibility Study, December 2019
- **Port Authority of New York New Jersey (NY)**, October 2019
- **Bellevue (WA) Police Department**, In-Car Video/Body Worn Camera Feasibility Study, 2018-2019
- **Westminster (CO) Police Department**, CAD/Mobile, 2018-2019

- **Seminole County (FL) Fire Department, CAD/Mobile, 2017-2019**
- **Chatham County/Savannah (GA), Deconsolidation Study, 2018**
- **California DOJ NIBRS Transition Project, 2017-2018**
- **Superion/Sungard, RFP Assessment Project, 2017**
- **Waco (TX) Police Department, Body Worn Camera RFP, 2016-2018**
- **Colorado Department of Public Safety, Body Worn Camera Study Group, 2015-2016**

CITY OF TALLAHASSEE, Tallahassee, FL

1986-2015

Public Safety Information Management Services
Tallahassee Police and Fire Departments

Mobile Data System Administrator

1996-2015

Mobile Data Computer (MDC) Project. The project began in 1996 with field-based reporting and fixed in-car computer devices and progressed to portable laptops with field-based reporting, Motorola PMDC and PCAD systems.

- Participated in hardware vendor selection, configuration, design/installation, and maintenance of hardware (computer devices, modems, AVL, etc.)
- Maintenance and support of associated servers and server room
- Participated in field-based reporting vendor selection, extensive design and customization, configuration, implementation, maintenance and support
- Maintenance and support of field-based reporting software and server
- Participated in vendor selection, design, configuration, implementation, and maintenance of Motorola’s PMDC and PCAD
- Maintenance and support of PMDC/PCAD software and servers
- On-call for police and fire (hardware and software support)
- Participated in creation and maintenance of training curriculum for all mobile products
- Trained sworn and civilian users for mobile data, AVL, and field-based reporting at multiple agencies
- Trained IT staff to use and support all mobile data products
- Responded to Public Records Requests and confidential inquiries (Internal Affairs investigations and other agency requests on license plates, people, staff/vehicle locations, etc.)
- Worked extensively with command staff (and State Attorney’s Office) to establish requirements to create and maintain up-to-date department policies and procedures and training curriculum and training records

Electronic Citation Program Administrator, 2005-2015. Designed, configured, implemented and maintained e-citation program. Worked closely with command staff to establish requirements to create and maintain up-to-date department policies, procedures and training curriculum. Trained sworn and civilian staff, including staff from both the State Attorney’s Office and Clerk of Court. Provided the same services to Florida State University (FSU PD) Police Department (installed, maintained, and trained) and was liaison to court staff and vendor for FSU PD. Maintained training records.

Field Based Reporting Administrator, 1996-2015. Participated in vendor selection, extensive design and customization, configuration, implementation, maintenance and support; trained department staff (sworn and civilian); server maintenance and support; worked closely with

command staff (requirements, policies and procedures), vendors, State Attorney staff, and the public (records requests), etc. Maintained up-to-date training curriculum and training records.

Motorola MDUG (Mobile Data User Group) 2000-2010. Joined as a User and was immediately nominated to Board Member (8 years) then accepted invitation as MDUG Co-President (2 years). Worked with Motorola executives and clients/users (worldwide) to create, improve and maintain quality mobile data/CAD products, support and customer service. Participated in the initial concept of Motorola's Premier One mobile product and continued to participate in design and development of the final product.

AVL System Administrator, 1996-2003. Design, configuration, installation, maintenance, support, confidential searches and court testimony. Continued to provide support through 2015. Trained sworn and civilian staff. Responded to confidential inquiries (Internal Affairs) and Public Records Requests.

Assistant CAD Administrator, 1996-2000. Responsible for CAD software maintenance and support (and after hours on call); responsible for fire and police dispatch center hardware maintenance and support.

Digital System Administrator

2005-2015

Maintenance and support of hardware and software for body worn camera, in-car video, prisoner transport, and interview room systems. Responsible for department Electronic Document Management System (maintenance and support of digital images/photos and document storage) and digital camera inventory. Provided certification/authenticity testimony in court. Helped create and maintain training curriculum. Trained sworn and civilian users. Responded to Public Records Requests and confidential inquiries (Internal Affairs investigations and requests for information on license plates, people, staff/vehicle locations, etc.). Worked closely with command staff and State Attorney staff for requirements to create department policies, procedures and training curriculum. Updated policies and training as needed. Provided the same services to Florida State University (FSU PD) Police Department.

Tallahassee Police Department

1986-1996

Vice, Narcotics and Intelligence Unit, Administrative Assistant

Administrative duties for unit. Implemented computer and automated systems. Developed first "electronic report" for the Tallahassee Police Department for the Forensics staff; developed electronic search warrants; trained officers to use computers and computerized reports; maintained confidential cash fund; maintained confidential informant records; maintained intelligence records.

Education

- **Criminology/IT**, Tallahassee Community College, Tallahassee, FL
- **Certified Law Enforcement Instructor**, Pat Thomas Law Enforcement Academy, Tallahassee, FL

"We look forward to working with you.

Please contact us with any questions."



Julie Heimkes
Head of Corporate
Sales & Marketing
623.693.9811
jheimkes@w-llc.com



According to our recent client
satisfaction survey

97%

of our clients say they would
recommend

WINBOURNE
CONSULTING, LLC

AGENDA
CITY COUNCIL MEETING
JULY 25, 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

Approval of regular session meeting agenda

CORRESPONDENCE

CONSENT AGENDA - (See Items No. 3 - 10)

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:

1. 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](#)
2. 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](#)

CONSENT AGENDA:

3. 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](#)

4. 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](#)
5. Recommended approval of a [Special Event Permit](#) for the Iskcon Temple to hold a Festival August 19-21, 2022.
6. 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.
7. Recommended approval of [request for employment](#) under Section 10.01A of the City Charter for a Healthy Living Coach/Gym Coordinator.
8. Acknowledgment of [Fourth Quarter Financial Summary Report and Quarterly Investment Report](#).
9. Recommended approval of the City Council [study session meeting minutes](#) of July 11, 2022
10. Recommended approval of the City Council [regular session meeting minutes](#) of July 11, 2022.

ADDITIONS TO AGENDA

CLOSED SESSION:

11. 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).

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.

REPORT TO THE CITY COUNCIL FROM THE CITY MANAGER**July 25, 2022****SUBJECT: RETENTION OF SPECIAL LEGAL SERVICES FOR INDEPENDENT LEGAL REVIEW
OF SITUATIONAL AWARENESS POLICE TRAINING****ADMINISTRATIVE SUMMARY:**

Based on public comment received and City Council discussion at the June 27, 2022, City Council meeting, the City Administration and City Attorney have undertaken an effort to identify a law firm to undertake the independent legal review of the situational awareness police training leading up to the public discussion. The Miller Canfield law firm has been identified and submitted the proposed engagement letter and standard terms of engagement for City Council's consideration.

Michelle Crocket, who is a Principal at the Miller Canfield law firm, would serve as the lead attorney for the independent legal review. Her professional biography has been provided and indicates that she has over two decades of experience as an attorney, with a specialization in representing public-sector clients and Fortune 500 companies, including internal investigations. She also has extensive experience in advising public sector clients, and she also teaches and writes on the subject of DEI and its consideration and implementation in public sector employee environments.

Miller Canfield is a major international law firm with its home offices in Detroit, where it started, and offices around the country and world. It is a well-known law firm with an excellent reputation. Attorney Crockett indicates that she will have the assistance, as necessary, of other attorneys and resources in the law firm with various aspects of this special legal assignment. Attorney Crockett's engagement letter also recognizes that the City may be hiring an expert to provide an analysis of the efficacy of utilizing the current situational awareness police training, which, if approved, Miller Canfield will use in the course of performing its legal review.

The proposed Engagement Letter and Standard Terms of Engagement have been reviewed by the City Attorney Joppich, who has no legal issues or objections pertaining to them.

RECOMMENDATION:

In view of the above, it is recommended that City Council approve 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.

Prepared by: Gary Mekjian, P.E.
City Manager

Approved by: Gary M. Mekjian, P.E.
City Manager

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
July 25, 2022

SUBJECT: AGREEMENT FOR ANALYSIS OF SITUATIONAL AWARENESS TRAINING, TRAFFIC STOPS & CITATIONS AND ARRESTS.

ADMINISTRATIVE SUMMARY

- At the request of City Council, the Central Services Department solicited for a Professional Services agreement for an independent analysis of the Police Department Situational Awareness Training Program. As an alternate, the City also requested pricing for possible additional phases for a Traffic Stops & Citations Analysis and an Arrests Analysis.
- This important service requires subject matter expertise and the ability to perform the associated tasks in a professional, responsible, and balanced manner. Staff discussed the project with two (2) firms, Winbourne Consulting and Force Science Institute. The recommended firm, Winbourne Consulting submitted pricing for three (3) possible phases. Per the proposal the City of Farmington Hills may choose to move forward with one, two or all three phases.
 - Phase 1 – Analysis of Situational Awareness Training Program with a Not-to-Exceed level of 80 personnel hours and a 30-day period of performance schedule for a price of \$13,200, not including travel if required.
 - Phase 2 – Traffic Stops and Citations Analysis with a Not-to-Exceed level of 340 personnel hours and a six-month period of performance schedule for a price of \$56,100, not including travel if required.
 - Phase 3 – Arrests Analysis with a Not-to-Exceed Level of Effort of 314 personnel hours and a six-month period of performance schedule of \$51,810, not including travel if required.

All phases will include submittal of a final report outlining findings and offering recommendations as needed.

- City staff evaluated the proposal and has determined that Winbourne Consulting is qualified to perform this important analysis. They are highly competent with extensive experience in this arena. Winbourne is a small, minority owned business founded in the year 2000 and has served more than six-hundred (600) public safety organizations in the United States as well as twenty (20) foreign countries. They have subject matter experts experienced in data analysis, process assessment with a focus on public safety agencies. They have excellent references including the cities of Milwaukee, Los Angeles, New York & Columbus and came highly recommended by our technology & process consultant Plante Moran.
- The recommendation below reflects the option of contracting for one(1) or more phases as determined by City Council. Funding for this expense will be allocated from the City's General fund.

RECOMMENDATION

In view of the above, it is recommended that City Council authorize the City Manager to sign an agreement and approve a purchase order with Winbourne Consulting for:

Phase 1 – Analysis of Situational Awareness Training Program for \$13,200 plus travel expenses as required, and

Phase 2 – Traffic Stops and Citations Analysis for \$56,100 plus travel expenses as required, and

Phase 3 – Arrests Analysis for \$51,810 plus travel expenses as required.

Prepared by: Kelly Monico, Director of Central Services

Approved by: Gary Mekjian, City Manager

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
July 25, 2022

SUBJECT: SIFI GROUND LEASE, SMART CITIES & AMENDMENT TO FARMINGTON INTERLOCAL AGREEMENT

ADMINISTRATIVE SUMMARY

- In May, 2021, the City Councils of Farmington Hills & Farmington authorized approval by the City Managers, of SiFi Metro Act Permit with Supplemental Terms and Conditions for the establishment of a City-wide fiber optic network system estimated \$150 million investment by SiFi Networks. Since then, City staff, and our City attorneys have been working with SiFi to finalize associated agreements.
- The fiber build out requires construction of two(2) shelters to support connectivity to internet service providers & SiFi Networks. One shelter is proposed at Fire Station #4 on Drake Road and the other on the City Hall Campus in the grassy area in front of the 47th District Court. Once SiFi Networks completes construction, they will transfer ownership to the City of Farmington Hills and will lease the space from the City to support their build out. This will allow the City of Farmington Hills to control access to the sites, to ensure security and maintain the campus aesthetic & noise levels. Please note both shelters will include generators housed within the structure to meet noise ordinance requirements.
- In addition to the ground leases City staff and the City Attorney's Office have been working with SiFi Networks on a Smart Cities Agreement for both Farmington & Farmington Hills. The proposed agreement exchanges the value of the ground lease for one-hundred eight-eight fiber demand points (138 for the City of Farmington Hills and 50 for the City of Farmington) a total value of \$7,520 per month. These demand points will offer both Cities future connectivity to Smart Devices, the internet, and our City of Farmington Hills computer network. Examples of Smart Devices include signage, cameras, Wi-Fi hot spots, traffic monitoring devices, ground & water sensors, and miscellaneous public safety applications. Annex IV of the agreement is a list of planned access point drops which should give both Cities wide spread coverage for Smart Cities growth.
- As both ground lease locations are in the City of Farmington Hills and for ease of management of the Smart Cities agreement an amendment to the interlocal agreement for I.T services is requested. This amendment outlines all aspects of the Smart Cities agreement and authorizes the City of Farmington Hills to assist in management for current & future growth.
- The lengths of the proposed agreements with SiFi Networks correspond with the Council approved Metro Act Permit & Supplemental terms & conditions which are fifteen (15) years and will renew automatically upon mutual agreement for up to three (3) additional and separate five(5) year terms. The Interlocal agreement term 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.
- Attached for your consideration are both Ground Lease agreements with associated plans, the Smart Cities Agreement with Annex IV (list of demand points) and the amendment to the interlocal agreement with the City of Farmington.

RECOMMENDATION

In view of the above, it is recommended that City Council approve and authorize the City Manager and City Clerk to sign both ground lease agreements with SiFi Networks and the Smart Cities agreement with SiFi Networks 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.

Prepared by: Kelly Monico, Director of Central Services
Reviewed by: Karen Mondora, Director of Public Services
Authorized by: Gary Mekjian, City Manager

LEASE AGREEMENT

This Lease Agreement ("Lease") is made as of the latter of the signature dates below (the "Effective Date"), by and between the City of Farmington Hills, a municipal corporation whose address is 31555 W. Eleven Mile Road, Farmington Hills, Michigan ("Landlord") and SiFi Networks Farmington LLC, a Delaware limited liability company with its principal offices at 103 Foulk Road, Suite 500, Wilmington, DE ("Tenant").

RECITALS:

LANDLORD has possession and title of real property located at 31555 W. Eleven Mile Road, Farmington Hills, Oakland County, State of Michigan, having Tax Parcel Id No: 23-22-226-025 and being further described in Liber 17880, Page 572 of the Oakland County Register of Deeds which is legally described as:

T1N, R9E, SEC 22 TRESTAIN'S LITTLE FARM LOT 4 EXC W 10 FT, ALSO ALL OF LOTS 5 TO 20 INCL 6-28-99 FR 004, 020, & 024T1N, R9E, SEC 22 TRESTAIN'S LITTLE FARM LOT 3 & W 10FT OF LOT 4 (the "Site") portions of which Tenant wishes to lease from Landlord for the installation of a communications shelter to facilitate the use of and connection to Tenant's fiber optic network facilities accessories and related equipment installations, in the manner permitted under this Lease ("Project"). The specific portion of the Site which Landlord has agreed to lease to Tenant for the stated purposes is the ("Leased Premises") legally described in Exhibit A.

Landlord is also granting Tenant a license to use other areas of the Site, such areas are described in Exhibit B and referred to in this Lease as the "Licensed Premises," for the purpose of Tenant's ingress and egress to the Leased Premises, and for all other purposes as may be necessary in order for Tenant to exercise its rights in connection with the Project.

NOW THEREFORE, for and in consideration of value received and the mutual promises contained in this Lease, Landlord and Tenant agree as follows:

1. Use of Leased Premises. The Lease of the Leased Premises by Landlord to Tenant grants to Tenant, subject to restrictions or limitations contained in this Lease:
 - (a) The right to use and access the Leased Premises for the purpose of constructing, maintaining and operating a communications shelter ("Shelter") in accordance with the Project and terms of the Lease. In furtherance of that right, and as part of the consideration to Landlord under this Lease, Tenant may, at its sole discretion, construct a Shelter measuring approximately 20 feet by 33 feet together with necessary transmission cables or lines and related equipment.
 - (b) Provided Tenant has completed construction of the Shelter and a certificate of occupancy is issued by the City's Building Official, Tenant will promptly execute a bill of sale (attached hereto as Exhibit D), transferring ownership of the Shelter to Landlord. Tenant's Leased Premises under this Lease shall include the entire space inside the Shelter. After the title to the Shelter is transferred to Landlord, the Tenant shall be responsible for the cost of its maintenance and upkeep in good condition.
 - (c) All communications equipment including fiber optic cables or lines, related equipment, including electrical power, HVAC, lighting, back-up power, security

monitoring/cameras, and other equipment installed on the Leased Premises in accordance with this Lease are and shall remain Tenant's personal property (hereafter referred to as ("Tenant Facilities")).

- (d) The Leased Premises will also include space outside the Shelter to account for equipment overhang, including ventilation, and cables connecting the Shelter with the equipment inside the Shelter. The Shelter shall include space for a fixed or portable generator.
- (e) The rights and access granted to Tenant are exclusive for the Leased Premises, but for Landlord hereby reserving the right to enter in and upon the Leased Premises with prior notice to Tenant for entry within the Leased Premises except in emergencies, when notice may be provided as soon as practical.
- (f) If Landlord desires Tenant to move its Shelter location to accommodate public safety, Landlord shall give Tenant one hundred and twenty (120) days' notice of that effect and the date on which such relocation is to be accomplished. Landlord shall provide an alternative suitable location for Tenant. Any movement of Tenant's Shelter pursuant to the provisions of this Section shall be at Landlord's cost and shall not serve to increase or decrease Tenant's rental payments.

2. License for Access to Leased Premises. Landlord grants to Tenant subject to the restrictions or limitations contained in this Lease, a license ("License") for the following:

- (a) To access a path from the public right-of-way to the Shelter as described in Exhibit B.
- (b) The right to install and maintain utility cables and communication lines between the Shelter and Tenant's network as depicted on Exhibit C consistent with Engineering Department practice.
- (c) The right to park vehicles used for the construction, repair, maintenance and operation of the Shelter.
- (d) The right to access and connect Tenant's Facilities and other apparatus necessary for it to exercise its other rights herein to any applicable utilities on the Site and or License Premises.

2.1 The above License is restricted and subject to the following:

- (a) Tenant shall not block or obstruct entranceways, drives, sidewalks or other means of passage on the Site unless and only to the extent Landlord has first been notified of and provided written approval of same.
- (b) Tenant shall provide Landlord at least five (5) days advance written notice, prior to any intended work or maintenance within the Licensed Premises, except in emergencies when Tenant shall give notice immediately upon learning of the emergency, and in all instances, Tenant shall coordinate and agree with Landlord on an appropriate timeline.

- (c) The Effective Date. Term and expiration and termination of the License to access the Site as granted herein shall be the same as the Lease.
- (d) Any City facilities within or areas of the Site unreasonably disturbed or damaged by Tenant's performance herein within the Licensed Premises shall be repaired, replaced and restored to a reasonably similar prior condition by Tenant as approved by the City such approval shall not be unreasonably conditioned, withheld or delayed.
- (e) Tenant shall comply with Section 7 (a) through 7 (e) of this Lease relative to the use of and any activities and installations within the Licensed Premises.

3. Term of Lease.

- (a) The initial term of the Lease shall be fifteen (15) years from the Commencement Date ("Term").
- (b) Provided Tenant is not in default and has a Metro Act Permit in place with Landlord, the Term of this Lease shall be automatically extended for up to three (3) additional and separate five (5) year terms ("Renewal Terms") unless Tenant or Landlord provides written notice of intention to terminate at least six (6) months prior to the end of each current term in which event this Lease shall expire at the end of that term. In no event shall this Lease extend beyond the term of the Metro Act Permit between the Parties.
- (c) For purposes of this Lease, the "Commencement Date" shall be the first day of the month following the date of the first Building Department permit issued by the City for the installation of Tenant's Facilities on the Leased Premises.
- (d) This Lease shall immediately terminate on the date that the "Metro Act Permit " executed between the Parties on July 7, 2021, either terminates or expires, unless this Lease is terminated sooner in accordance with the terms of this Lease. This Lease shall also immediately terminate on the date the simultaneously executed "Smart City Managed Services Agreement" between the parties, for Smart City services and fiber optic cable connections described below either terminates or expires, unless terminated sooner in accordance with the terms of this Lease.

4. Rent Payments and Inspection Charges.

- (a) There will be no rent payments due from Tenant under this Lease. In lieu of receiving annual rental payment for this Lease, as valuable consideration, Tenant shall provide Landlord with certain Smart City services over fiber optic cable connections to ninety-four (94) of the one hundred eighty-eight (188) identified Initial Demand Points (as defined in the separate Smart City Managed Services Agreement) without charge or cost, pursuant to the Smart City Managed Services Agreement. The parties understand that the Smart City Managed Services Agreement will define a number of Initial Demand Points that will be located in the City of Farmington Hills and a number

of Initial Demand Points that will be located in the City of Farmington. In the interest of clarity, the parties agree that services, as described in this paragraph above, to the remaining ninety-four (94) identified Initial Demand Points shall constitute payment in lieu of rent for a second and separate ground lease agreement.

- (b) Tenant shall be responsible for all review fees, permitting fees, and costs required by the City in relation to Tenant's activities under this Lease. Payment of review and permitting fees and costs shall be paid in full prior to Tenant's installation of the Tenant Facilities.

5. Utilities. Tenant shall be responsible for arranging for, obtaining and securing installation of separate lines and meters, at its sole cost and expense, and for all charges, fees and expenses for utility service for the Shelter and any other Tenant Facilities on the Leased Premises. Landlord agrees to sign such documents or grant such licenses as may be required by utility companies to provide such service to the Leased Premises.

6. Access Tenant, by its authorized representatives, shall have access to the Leased Premises and Licensed Premises twenty-four (24) hours a day, seven (7) days a week, pursuant to procedures reasonably established by Landlord in consultation with Tenant.

7. Installation, Alterations, Repairs and Maintenance.

- (a) The Shelter and Tenant's Facilities shall be constructed and maintained consistent with Engineering Department practice on the Leased Premises such that they are complementary and reasonably consistent with the character of the other buildings on the Site. In the ordinary course of business, Tenant may, without Landlord's consent, replace used, broken or obsolete equipment with similar or different equipment that has similar physical dimensions, weight, characteristics and impact as the existing equipment. Tenant shall not install equipment in a manner that may adversely affect the physical and structural integrity and capacity of the Shelter or cause damage to Landlord's property.
- (b) Except for replacement in the ordinary course of business as described in paragraph 7(a), above and routine maintenance, Tenant shall not make any other alterations or improvements to the Leased Premises without Landlord's prior written consent, which shall not be unreasonably withheld. Landlord shall not be required to consider any request by Tenant under this Section unless it is accompanied by detailed plans and specifications, which if approved, will serve as an amendment of Exhibit C.
- (c) Tenant's installation and operation of materials, equipment and fixtures shall be done in a neat, workmanlike manner, consistent with the property and the operations of Landlord and use good engineering practices and all applicable laws standards and ordinances. Tenant shall promptly repair or correct any damages caused by its installations and operations, including but not limited to the repair and/or replacement of landscaping and vegetation damaged or removed during Tenant's installations, operation, repairs, use, and/or maintenance. Except for damages caused solely by Landlord, Tenant shall also be responsible, at its cost and expense, for promptly repairing or correcting damages to the Leased Premises. Landlord agrees to provide notice to Tenant of the necessity of such repairs.

- (d) Tenant may, at its sole expense, and in compliance with all laws, may only use appropriate means of reasonably restricting access to the Leased Premises or the Shelter including, without limitation, construction of a landscaped barrier approved by Landlord, not to include a fence or wall, and may install and maintain identifying signs or other signs required by any governmental authority on or about the Leased Premises. Notwithstanding the foregoing or anything else to the contrary contained in this Lease, it is expressly acknowledged that Tenant may not unreasonably interfere with access to or use and enjoyment of the Leased Premises and shall provide Landlord with keys and/or combinations to any locks on gates on the Leased Premises.
- (e) Tenant shall maintain the Leased Premises, including the Shelter, in a reasonable and lawful condition throughout the Term. Except for emergencies, Tenant will provide at least one (1) month's written notice of planned repair or maintenance (including painting) activities. Tenant shall be responsible for protecting Tenant's Facilities during the course of such repair or maintenance and Landlord shall have no responsibility for any damages that result from Tenant's failure to do so. Landlord shall be responsible for clearing trees, undergrowth, or other obstructions, which could interfere with or fall upon the Shelter or the Leased Premises.
- (f) Lighting used by Tenant on the Leased Premises shall be dark sky compliant and shall require Landlord's approval before installation of the lighting. The generator may be tested on the first Monday of each month at 1:00 p.m. Tenant may install security cameras and alarms, which must be aimed at the Shelter only and must not capture views of the police and fire departments and their personnel.

8. Taxes and Assessments. Tenant shall be solely responsible for and shall promptly pay all personal property taxes levied and assessed against it or its personal property. Tenant shall also be responsible for its portion of all real estate taxes, special assessments or similar taxes relating to the Leased Premises, including Tenant's improvements to and use of same. Nothing in this Section shall be construed as limiting Tenant's right to contest, appeal or challenge such taxes or assessments.

9. Insurance by Tenant. Tenant shall maintain throughout the initial and all renewal terms of this Lease, a commercial general liability insurance policy, with limits of liability of at least Two Million Dollars (\$2,000,000.00) in respect of bodily injury, including death, arising from any one occurrence and Two Million Dollars (\$2,000,000.00) in respect to damage to property arising from any one occurrence, or a commercial general liability policy with a combined single limit for bodily injury and property damage of Three Million Dollars (\$3,000,000.00). Tenant shall provide a blanket additional insured endorsement to Landlord. Landlord, including its elected and appointed officers, employees and agents, shall be covered as an additional insured. Landlord is entitled to at least thirty (30) days prior written notice of any cancellation of insurance coverage. Tenant shall furnish to Landlord certificates of insurance, confirming the coverage required throughout the term of this Lease and identifying Landlord, including its elected and appointed officers, employees and agents, as an additional insured.

10. Indemnification by Tenant.

- (a) Tenant agrees to indemnify, defend and hold Landlord harmless from any claims for damages, injury or loss to property or persons, including costs and reasonable attorney fees incurred by Landlord, arising from or in connection with Tenant's installations and/or operations on the Site. Landlord shall provide Tenant prompt written notice of any claims within the scope of Tenant's obligations under this Section.
- (b) Waiver of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION HEREOF OR ANY APPLICABLE LEGAL OR EQUITABLE THEORY, NEITHER PARTY SHALL BE LIABLE OR BE RESPONSIBLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, ANY DAMAGES FOR LOST DATA, LOST PROFITS, LOST REVENUES OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO THIS LEASE, THE SITE, THE LEASED PREMISIS, THE LICENSED PREMISES, OR THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS LEASE.

11. Assignment. This Lease may be assigned or transferred by Tenant without the approval or consent of Landlord to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market by reason of merger, acquisition or other business reorganization as long as the Metro Act permit and Smart City Managed Services Agreement are also assigned or transferred to Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenants assets; provided, however, that, in the event of such assignment or transfer, and within sixty (60) days of receipt of a written request from the Landlord to the assignee or transferee as identified on a payment or otherwise, the assignee or transferee shall as a condition of this Lease provide Landlord with a written statement, signed by an authorized representative of the assignee or transferee, disclosing official name and address for purposes of this Lease and agreeing to assume and satisfy all Tenant's duties and obligations under this Lease. Except as specifically allowed above, Tenant covenants and agrees that it will not assign or transfer all or any part of this Lease or Tenant's interest or rights under this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld. An assignment or transfer shall only be for the same purposes and expressly permitted uses of the Leased Premises as recited and agreed to by Tenant in this Lease. An Assignment shall only be for the same purposes and expressly permitted uses of the Leased Premises as recited and agreed to by Tenant in this Lease

12. Subletting Prohibited; Contractors Permitted. Tenant shall be prohibited from subletting all or part of the Leased Premises. Tenant's contractors shall be permitted to have access to the Shelter for the purposes of operating the Shelter and the Tenant's fiber optic network. Other than for Tenant and its contractors, prior to each time a third party accesses the Shelter on behalf of Tenant, they shall notify the staff person on duty with the Farmington Hills Police Department to advise the City of their presence.

13. Termination; Default. This Lease may be terminated prior to its expiration as provided in this Section.

- (a) If either party is in default or breach of this Lease and fails to cure such default or breach within thirty (30) days after written notice of breach or default from the

other party, or such longer period as the party not in default may agree to in writing as reasonably necessary for correction of the default or breach, the rights of the party in breach or default may be terminated by the other party, to be effective sixty (60) days after written notice to terminate is given. If Landlord terminates this Lease for any reason other than termination of the Smart City Managed Services Agreement, it shall be entitled to all remedies provided in this Lease and by law, including but not limited to re-entry, repossession and denial of Tenant's access to the Leased Premises and the Licensed Premises. The parties acknowledge that this subsection intends to provide sufficient time to obtain an alternate location. If Landlord defaults and Tenant terminates this Lease, Tenant shall be entitled to all remedies provided for in this Lease and by law.

- (b) If prior to commencement of construction of the Shelter Tenant is unable to obtain investor commitment to fund the Project, Tenant may terminate upon providing notice to Landlord of the same within a commercially reasonable period of time. Upon termination pursuant to this Section 13(b), neither party will have any rights or obligations under this Lease, except for any rights or obligations that expressly survive the termination of this Lease.
- (c) Within ninety (90) days of the termination of this Lease, Tenant shall remove Tenant's equipment, excluding the Shelter, from the Leased Premises and restore the Leased Premises to the condition which existed prior to Tenant's use and occupancy, reasonable wear and tear excepted.
- (d) If the Leased Premises are destroyed or damaged through no fault of Tenant to an extent that materially and adversely will affect Tenant's use of the Leased Premises for more than thirty (30) days, Tenant may terminate this Lease by thirty (30) days written notice to Landlord, unless the destruction or damage is repaired, and the material and adverse effects are eliminated within the thirty (30) days. In the event Tenant agrees to repair its Tenant Facilities, Landlord agrees in good faith to assist Tenant in establishing a temporary telecommunication facility on the Site to allow Tenant to continue to provide service during the repair period.
- (e) If the Shelter is damaged or destroyed, Tenant shall repair, rebuild or restore the Shelter to the same condition which existed immediately prior to the damage or destruction, and Landlord shall reimburse Tenant for the cost and expense associated with the repair, rebuild or restoration of the Shelter within thirty (30) days of receiving an invoice or other documentation from Tenant.
- (f) If the portion of the Site occupied by all or part of the Leased Premises is taken by eminent domain or condemned by any public authority, this Lease shall terminate, with Landlord entitled to the amount of any condemnation award that is not specifically attributable to and for Tenant's Facilities.
- (g) Except for termination by Tenant due to uncured material breach by Landlord pursuant to Section 13(a) or upon a termination by Tenant allowed under Section 13(b), and in the event the Smart Cities Services Agreement is also terminated, Tenant shall also be liable for and pay liquidated damages in the amount of the cost

incurred by the City to pay a third party for the remainder of the then current calendar year, for the services the City was receiving under the Smart Cities Managed Services Agreement.

- (h) If Tenant's estate created by this Lease is taken by execution or other legal process, is assigned for the benefit of creditors except to that of the Financing Entity or, if a petition in bankruptcy or for appointment of receiver concerning Tenant is filed and pending without dismissal for more than sixty (60) days or upon a bankruptcy adjudication or appointment of receiver for Tenant, this Lease may be terminated at the option of Landlord.
- (i) Upon termination of the Smart Cities Managed Services Agreement between the parties, Landlord shall execute a bill of sale attached hereto as Exhibit D by transferring ownership of the Shelter from Landlord to Tenant for one dollar (\$1.00). Tenant shall be required to remove the Shelter from the Leased Premises and restore the Leased Premises as required in 13 (c).

14. Quiet Enjoyment, Cooperation; Estoppel Letters.

- (a) Landlord covenants and agrees that upon payment of the rental and observance and performance of all covenants, terms and conditions by Tenant under this Lease, Tenant shall peaceably and quietly hold and enjoy the Leased Premises, rights and privileges granted hereunder for the term hereby demised without hindrance or interference by Landlord.
- (b) Landlord and Tenant agree to furnish to each other upon request, letters confirming whether this Lease is in full force and effect free of known defaults and such other matters concerning the status of this Lease, which may be reasonably requested.

15. Construction. This Lease shall be construed in accordance with the laws of the State of Michigan. In the event that any provisions hereof shall be legally unenforceable as determined by final order of a court of competent jurisdiction, the remaining provisions shall nevertheless be carried into effect. The parties agree that time is of the essence of this Lease.

16. Paragraph Headings; Entire Agreement; Oral Modifications. The Section or paragraph headings contained herein are for convenience only and shall not be deemed a part of this Lease. This Lease, which includes the attached Exhibits, contains the entire understanding between the parties with reference to the matters contained herein, there being no terms, conditions, warranties, or representations other than those contained herein. No amendment to this Lease or the attached Exhibits shall be valid unless made in writing and signed by both of the parties hereto.

17. Successors in Interest. Subject to the provisions regarding assignment, this Lease shall be binding upon, and inure to the benefit of, the successors-in-interest and permitted assigns of the parties hereto.

18. Landlord's Representations. Landlord states that:

- (a) Landlord has full authority to execute, deliver and perform this Lease, which benefits and serves a legitimate public purpose by generated revenues. There is no litigation

or other proceeding pending or threatened affecting title or permitted uses of the site and Leased Premises.

- (b) It will provide written notice to Tenant upon discovering or receiving notice of any fact or claim related to the title, authority or proceedings described in Subsections (a) and (b).
- (c) Upon Tenant's construction and subject to Tenant's continuous maintenance of the Shelter and conveyance of the Bill of Sale to Landlord, Landlord waives any and all claims and damages against Tenant for noncompliance with any local zoning or permitting ordinances and regulations enforced by Landlord relating to the construction of the Shelter as described herein. However, Landlord does not waive any claims relating to zoning violations due to the operation of the equipment inside the Shelter, as prescribed by the Code of Ordinances.
- (d) Once the Shelter is constructed and a certificate of occupancy is issued, Landlord shall be obligated to execute the Bill of Sale and obtain ownership of the Shelter from Tenant.

19. Tenant's Agreements. Tenant acknowledges and agrees that:

- (a) At all times it will conduct its operations on the Leased Premises in a lawful manner, in compliance with all standards, rules and regulations including Landlord's ordinances, and that Tenant will not store any property or material outside the equipment Shelter.
- (b) It has inspected the Leased Premises and accepts and finds the existing conditions to be satisfactory for installation of the Shelter and Tenant's Facilities, which shall be in accordance with all required governmental permits, licenses or approvals.
- (c) It will obtain and thereafter diligently maintain, all permits, licenses or other governmental approvals required for its use and operations on the Leased Premises throughout the initial and extension terms of this Lease.
- (d) Information provided to Landlord that Tenant claims to be confidential, proprietary or privileged will be identified as such at the time it is provided and be accompanied by written documentation and/or explanation of the basis for the claim.

20. Notices. All notices, requests or other writings provided for under this Lease must be in writing and shall be deemed validly given on the date of (a) personal delivery or (b) receipt, if sent by certified mail, return receipt requested, or by overnight courier, addressed to the address below, or (c) by email sent to the email address below:

TENANT: SiFi Networks Farmington LLC
103 Foulk Road, Suite 500
Wilmington, DE 19803
Attn: Legal Department
Email: NOTICES@SIFINETWORKS.COM

LANDLORD: City of Farmington Hills
31555 W. Eleven Mile Road
Farmington Hills, MI 48336
Attn: City Manager
Email: cmo@fhgov.com

WITH A COPY TO: City of Farmington Hills
31555 W. Eleven Mile Road
Farmington Hills, MI 48336 Attn:
DPW Director
Email: dps@fhgov.com

21. Broker's Commissions. The parties represent that neither of them has used real estate brokers in connection with this Lease.

22. Environmental Matters. The provisions of this Section shall survive the termination of this Lease.

- (a) For purposes of this Lease, "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, or any other existing federal or state statute, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material.
- (b) Landlord agrees to defend Tenant from any losses, claims, damages, penalties, liabilities or costs that Tenant suffers as a result of the presence of hazardous material in, on or under the Site, which was known to Landlord at the time of this Lease or that results from Landlords' generation or storage of hazardous material on the Site or Leased Premises.
- (c) Landlord and Tenant will not generate or store any hazardous material on or about the Site or Leased Premises.
- (d) Tenant agrees to indemnify and defend Landlord from any losses, claims, damages, penalties, liabilities or costs that Landlord may suffer as a result of Tenant's generation or storage of hazardous material on the Site or Leased Premises, with or without Landlord's approval.

23. Lease Memorandum. Upon commencement of this Lease and receipt of the first year's rent, and a written request from Tenant, Landlord agrees that Tenant may prepare and record a Lease Memorandum for the Leased Premises in a form acceptable to and approved by Landlord.

24. Remedies Not Exclusive. It is agreed that the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

25. Waiver. One or more waivers of any covenant or condition by Landlord or by Tenant shall not be construed as a waiver of a further breach of the same covenant or condition by such party.

26. Obligations. Tenant's obligations under this Lease include, without limitation, fulfilling and satisfying all performance and improvement obligations as were, or may be legally, specified as conditions or requirements of site plan or building permit approvals, with any such improvements to the Site, and Leased Premises and Licensed Premises considered to be Landlord's property and not subject to removal by Tenant, unless otherwise specified.

27. Freedom of Information Act. Landlord and Tenant agree that this Lease is subject to disclosure under the Michigan Freedom of Information Act. Landlord agrees that any information submitted by Tenant hereunder will only be used as necessary in administering and enforcing the Interference provisions of this Lease for use of the Site and that any other disclosure of such information will be if required by the Michigan Freedom of Information Act, after notice to Tenant of Landlord's receipt of a disclosure request.

28. Counterparts. This Lease may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

[Remainder of this page intentionally left blank; signatures appear on following page]

EXHIBIT A

Legal Description of Leased Premises

20'x33' Lease Premises

All that part of Lot 20, Trestain's Little Farms, part of East 1/2 of Northeast 1/4 of Section 22, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, as recorded in Liber 35 of plats, page 42, Oakland County Recorder's Office, described as; Commencing at the Northeast corner of said Section 22; thence South 02°47'58" East 413.69 feet along the east line of said section; thence South 87°51'55" West 643.85 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 02°08'05" East 33.00 feet; thence South 87°51'55" West 20.00 feet; thence North 02°08'05" West 33.00 feet; thence North 87°51'55" East 20.00 feet to the place of beginning of this description.

EXHIBIT B

12.00' wide Licensed Premises for ingress/egress to Leased Premises

A 12.00 foot wide area for ingress and egress in that part of Lots 3, 4, 5, 6, 7, 8, 9, 13 and 20, Trestain's Little Farms of part of East 1/2 of Northeast 1/4 of Section 22, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, as recorded in Liber 35 of plats, page 42, Oakland County Recorder's Office, the centerline of which is described as; Commencing at the Northeast corner of said Section 22; thence South 02°47'58" East 413.69 feet along the East line of said section; thence South 87°51'55" West 653.85 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 02°08'05" West 16.50 feet to point "A"; thence North 87°22'12" East 475.09 feet; thence North 65°34'50" East 40.33 feet; thence North 48°00'02" East 72.78 feet; thence North 87°11'12" East 84.63 feet to the East line of said section for the place of ending of this centerline description; thence recommencing at the aforescribed point "A" FOR THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence South 87°22'12" West 249.95 feet; thence North 83°01'11" West 72.53 feet; thence South 87°12'32" West 72.63 feet; thence northerly 31.42 feet along a 20.00 foot radius curve to the right, the chord of which bears North 47°47'28" West 28.28 feet; thence North 02°54'08" West 201.99 feet; thence North 16°43'54" East 74.46 feet; thence North 00°00'00" East 28.50 feet to the South right of way line of Eleven Mile Road for the place of ending of this centerline description. Sidelines should be lengthened and/or shortened to meet at angle points and to terminate at said East section line and said South right of way line.

EXHIBIT C
(to follow)

Exhibit C consists of the following plans, drawings and specifications, reduced-size copies of which are attached hereto, prepared by Williams and Works. Complete full-size sets of the plans, drawings and specifications are on file with the City of Farmington Hills Building Department. Additional plans, drawing and specifications filed after the execution of the Lease and on file with the City of Farmington Hills Building Department will be considered part of this Exhibit.

SURVEYOR'S NOTE

THE PARENT PARCEL BOUNDARY OF THIS DRAWING IS ILLUSTRATED FROM RECORD INFORMATION AND IS APPROXIMATE. THE TOPOGRAPHICAL SURVEY FOR THIS MAP WAS PERFORMED ON DECEMBER 22, 2021.
 NOT TO BE USED AS CONSTRUCTION DRAWINGS. UNDERGROUND UTILITY MARKING WAS REQUESTED OF MISSDIG AS TICKET NUMBER 813270795 DATED NOVEMBER 23, 2021.

ELEVATION DATUM

ALL ELEVATIONS ARE BASED ON NAVD 88 DATUM. CONTOURS ARE ILLUSTRATED AT 1.0' INTERVALS.

BM#1) ELEV. 798.41
 BOX CUT ON SOUTH SIDE OF LIGHT POLE ACROSS FROM 4TH DISTRICT COURT HOUSE.

FLOOD PLAIN INFORMATION

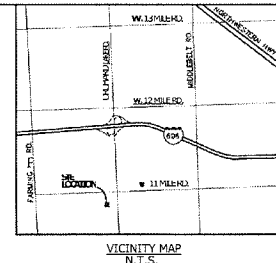
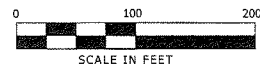
WE HAVE CONSULTED THE FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE MAP AS PREPARED FOR THE CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, COMMUNITY PANEL NUMBER 2612SC0651F DATED SEPTEMBER 29, 2006, AND FIND THAT THE PROJECT SITE IS ZONE X (UNSHADED).

BASIS OF BEARINGS

BEARINGS ARE BASED ON MICHIGAN STATE PLANE, SOUTH ZONE.

FARMINGTON HILLS POLICE DEPARTMENT

PROPRIETOR
 CITY OF FARMINGTON HILLS
 31551 W. ELEVEN MILE RD.
 FARMINGTON HILLS, MI 48336



FARMINGTON HILLS POLICE DEPARTMENT
 Survey prepared for:
 eX Technology, LLC
 1044 N. 115th Street, Suite 200
 Omaha, NE 68154
 (402) 669-8099 or
 (402) 536-9648
 Project Manager: Jim Burfroot

REVISIONS

NO.	DESCRIPTION	DATE
1		

williams & w
 618 224 1500 phone
 618 224 1500 fax
 549 Ottawa Ave NW
 Grand Rapids, MI 49503

FARMINGTON HILLS POLICE DEPARTMENT

SITE ADDRESS

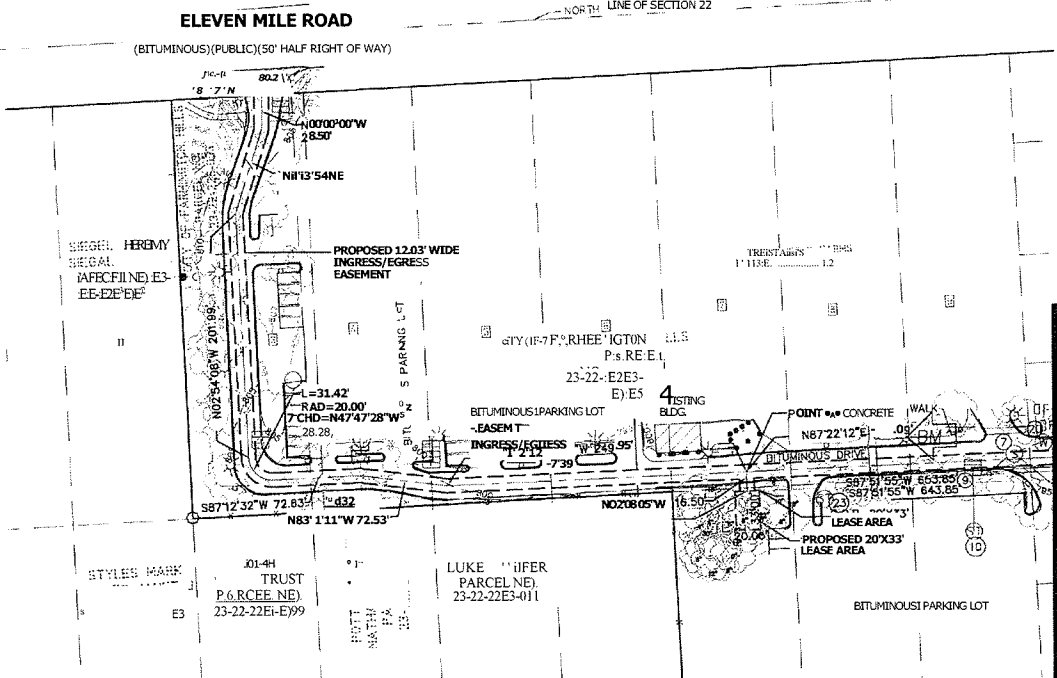
**31551 W. ELEVEN PALE RD.
 FARMINGTON HILLS, MI 48336**

SHEET TITLE

S1

SHEET 1 OF 3

ELEVEN MILE ROAD



EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS

NO TITLEWORK PROVIDED

LEGAL DESCRIPTION

PARENT PARCEL (PARCEL NO. 23-22-228-025)
 T1N, R9E, SEC 22 TRESTAIN'S LITTLE FARM LOT 4 EXC W 10 FT, ALSO ALL OF LOTS 5 TO 20 INCL 6-28-99 FR 004, 020, & 024
(PARCEL NO. 23-22-226-0003)
 T1N, R9E, SEC 22 TRESTAIN'S LITTLE FARM LOT 3 & W 10 FT OF LOT 4

LEGAL DESCRIPTION

PROPOSED 20'X33' LEASE AREA
 All that part of Lot 20, Trestain's Little Farms, part of East 1/2 of Northeast 1/4 of Section 22, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, as recorded in Liber 35 of plats, page 42, Oakland County Recorder's Office, described as: Commencing at the Northeast corner of said Section 22; thence South 02°47'58" East 413.69 feet along the east line of said section; thence South 87°51'55" West 643.85 feet to THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 02°08'05" East 33.00 feet; thence South 87°51'55" West 20.00 feet; thence North 02°08'05" West 33.00 feet; thence North 87°51'55" East 20.00 feet to the place of beginning of this description.

LEGAL DESCRIPTION
PROPOSED 12.00' WIDE INGRESS/EGRESS EASEMENT
 SEE SHEET 2 OF 3

All utilities as shown are approximate locations derived from actual measurements and available records. They should not be interpreted to be in exact location nor should it be assumed that they are the only utilities in the area.

Curtis Raymond Zack
 License No.: 48/4001069464
Pia Stow

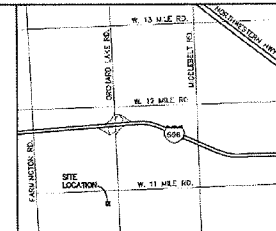
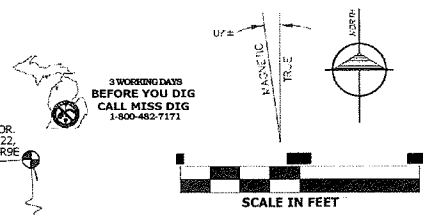
Curtis Raymond Zack
 Curtis R. Zack P.S. 4001069464

DATE	BY	REVISION
12/22/21	LS/RS/MS	ISSUED FOR PERMITS
12/22/21	LS/RS/MS	ISSUED FOR PERMITS
12/22/21	LS/RS/MS	ISSUED FOR PERMITS
12/22/21	LS/RS/MS	ISSUED FOR PERMITS

SURVEYOR'S NOTE

THE PARENT PARCEL BOUNDARY OF THIS DRAWING IS ILLUSTRATED FROM RECORD INFORMATION AND IS APPROXIMATE. THE TOPOGRAPHICAL SURVEY FOR THIS MAP WAS PERFORMED ON DECEMBER 22, 2021. NO.1 TO BE USED AS CONSTRUCTION DRAWINGS.

FARMINGTON HILLS POLICE DEPARTMENT



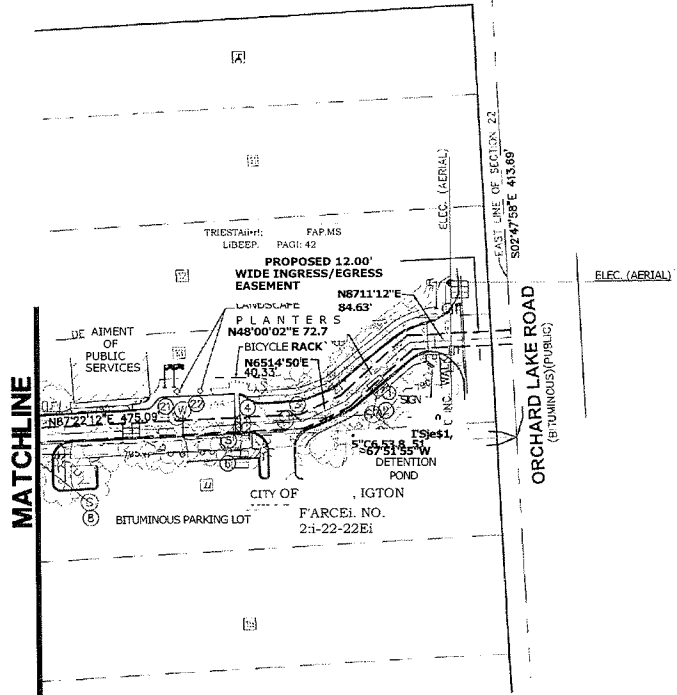
FARMINGTON HILLS POLICE DEPARTMENT
 Survey Prepared for:
 eX Technology, Inc
 1044 N. 119th Street, Suite 200
 Omaha, NE 68154
 (402) 694-0007
 (402) 536-9648
 Project Manager: Jim Subrdorf

NO.	DESCRIPTION	DATE
1		
2		
3		

williams
 eX Technology, Inc
 1044 N. 119th Street, Suite 200
 Omaha, NE 68154
 (402) 694-0007
 (402) 536-9648
 Jim Subrdorf
 Project Manager

STRUCTURE INVERTS

- CATCH BASIN RIM=791.28
12" RCP 787.08
- STORM MANHOLE RIM=790.97
12" RCP 786.73
12" RCP 786.82
15" RCP 786.77
- STORM MANHOLE RIM=793.08
12" RCP 787.02
15" RCP 787.14
- STORM MANHOLE RIM=793.15
12" RCP 788.41
15" RCP 787.25
- CATCH BASIN RIM=792.99
12" RCP 788.49
12" RCP 788.89
- CATCH BASIN RIM=793.33
12" RCP 788.58
- STORM MANHOLE RIM=794.94
10" PVC 783.98
- STORM MANHOLE RIM=794.79
BOLTED SHUT
- CATCH BASIN RIM=795.08
12" RCP 789.58
- STORM MANHOLE RIM=795.34
36" SMP 789.84
- WATER MANHOLE RIM=794.91
FULL OF WATER PIPE 790.91
- WATER MANHOLE RIM=794.01
FULL OF WATER PIPE 788.21
- WATER MANHOLE RIM=794.60
FULL OF WATER PIPE 787.90
- STORM MANHOLE RIM=797.95
NO PIPES VISIBLE



LEGEND

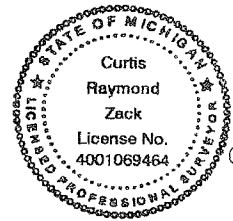
A - TRAVERSE POINT	AT - AC UNIT
Δ - WELL	U - U.G. UTILITY MARKER
— HIGHWAY	⊠ - FIRE HYDRANT
— MONUMENT	⊠ - POST INDICATOR VALVE
— MONUMENT BOX	— WATER VALVE
N - RIGHT OF WAY MARKER	— GAS VALVE
— SET WOODSTAKE	— UST FILL PORT
cut - X-CUT	⊠ - GAS PUMP OAS
OK - PK NAIL	⊠ - METER WATER
⊠ - FOUND IRON STAKE	⊠ - METER
— SET IRON STAKE	⊠ - TELEPHONE RISER
— SIGN	⊠ - METER ELECTRIC
⊠ - BRUSH	⊠ - RISER CABLE TV
— GUY POLE	⊠ - CATCH
— GUYANCHOR	⊠ - UTILITY MANHOLE
— UTILITY POLE	⊠ - STORM MANHOLE
— LIGHT POLE	⊠ - SANITARY MANHOLE
— ORNAMENTAL LIGHT POLE	⊠ - ELECTRIC MANHOLE
⊠ - POCKET	⊠ - TELEPHONE MANHOLE
— U.G. UTILITY MARKER	⊠ - WATER MANHOLE
⊠ - SOIL BORING	⊠ - HANDICAP PARKING SPACE
⊠ - MAILBOX	⊠ - SHRUB
⊠ - SATELLITE DISH	⊠ - TREE
⊠ - HAND HOLE	⊠ - PINE TREE
— EXISTING CONTOURS	
— TELEPHONE UTILITY LINE	
— ELECTRIC UTILITY LINE	
— WATER UTILITY LINE	
— GAS UTILITY LINE	
— STEAM UTILITY LINE	
— STORM UTILITY LINE	
— SANITARY UTILITY LINE	
— FIBER OPTIC UTILITY LINE	
— OVERHEAD UTILITY LINE	
— FENCE LINE	
— T.L. GUARD RAIL	

All utilities as shown are approximate locations derived from actual measurements and available records. They should not be interpreted to be in exact location nor should it be assumed that they are the only utilities in the area.

LEGAL DESCRIPTION

PROPOSED 12.00' WIDE INGRESS/EGRESS EASEMENT

A 12.00 foot wide easement for ingress and egress in that part of Lots 3, 4, 5, 6, 7, 8, 9, 13 and 20, Treastain's Little Farms of part of East 1/2 of Northeast 1/4 of Section 22, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, as recorded in Liber 35 of plats, page 42, Oakland County Recorder's Office, the centerline of which is described as; Commencing at the Northeast corner of said Section 22; thence South 02°47'58" East 413.69 feet along the East line of said section; thence South 87°51'55" West 63.35 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 02°08'05" West 16.50 feet to point "A"; thence North 87°22'12" East 475.09 feet; thence North 65°34'50" East 40.33 feet; thence North 48°00'02" East 72.78 feet; thence North 87°11'12" East 84.63 feet to the East line of said section for the place of ending of this centerline description; thence recommencing at the aforescribed point "A" FOR THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence South 87°22'12" West 249.95 feet; thence North 83°01'11" West 72.53 feet; thence South 87°12'32" West 72.63 feet; thence northerly 31.42 feet along a 20.00 foot radius curve to the right, the chord of which bears North 47°47'28" West 28.28 feet; thence North 02°54'08" West 201.99 feet; thence North 16°43'54" East 74.46 feet; thence North 00°00'00" East 28.50 feet to the South right of way line of Eleven Mile Road for the place of ending of this centerline description. Sidelines should be lengthened and/or shortened to meet at angle points and to terminate at said East section line and said South right of way line.



WILLIAMS
 616.224.1500 phone
 549 Owens Ave NW
 Grand Rapids, MI 49503

DATE: 12/22/21	DWG. BY: W.B.M.
SCALE: 1"=100'	SURVEYED BY: W.B.M.
UPDATE: WMS010522	CHKD BY: G.R.Z.
PROJECT: 192123100102	

FARMINGTON HILLS POLICE DEPARTMENT

SITE ADDRESS
 31551 W. ELEVEN MILE RD.
 FARMINGTON HILLS, MI 48336

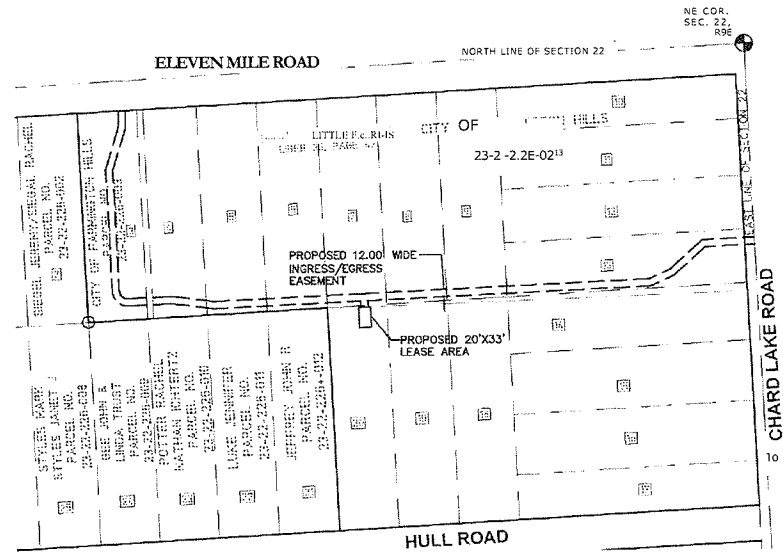
SHEET TITLE

SHEET 2 OF 3

SURVEYOR'S NOTE

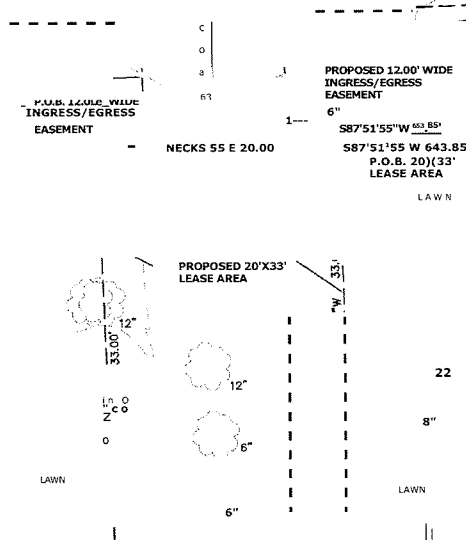
THE PARENT PARCEL BOUNDARY OF THIS DRAWING IS ILLUSTRATED FROM RECORD INFORMATION AND IS APPROXIMATE.
 THE TOPOGRAPHICAL SURVEY FOR THIS MAP WAS PERFORMED ON DECEMBER 22, 2021.
 NOT TO BE USED AS CONSTRUCTION DRAWINGS.

**FARMINGTON HILLS
 POLICE DEPARTMENT**

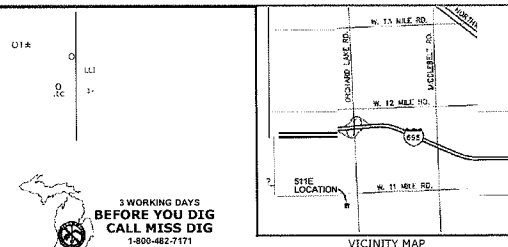


PROPERTY DETAIL
 SCALE 1"=200'

E1/4 COR.
 SEC. 22,
 T1 N, R9E



LEASE AREA DETAIL
 SCALE 1"=75'



VICINITY MAP
 N.T.S.

3 WORKING DAYS
 BEFORE YOU DIG
 CALL MISS DIG
 1-800-482-7171

LEGEND

- A - TRAVERSE POINT
- A - WELL
- MONUMENT
- MONUMENT BOX
- RIGHT OF WAY MARKER
- + CUT - XCUT
- OK PK NAIL
- FOUND IRON STAKE
- SET IRON STAKE
- SIGN
- E RR SIGN
- GUY ANCHOR
- UTILITY POLE
- 9 - AC UNIT
- U.G. UTILITY MARKER
- J3 - FIRE HYDRANT
- POST INDICATOR VALVE
- WATER VALVE
- GAS VALVE
- UST FILL PORT
- GAS PUMP
- GAS METER
- WATER METER
- TELEPHONE RISER
- ELECTRIC RISER
- CABLE TV RISER
- CATCH BASIN
- ROUND CATCH BASIN
- UTILITY MANHOLE
- STORM MANHOLE
- ELECTRIC MANHOLE
- TELEPHONE MANHOLE
- WATER MANHOLE
- HANDICAP PARKING SPACE
- SHRUB
- SATELLITE DISH
- PINE TREE
- TELEPHONE UTILITY LINE
- ELECTRIC UTILITY LINE
- WATER UTILITY LINE
- GAS UTILITY LINE
- STEAM UTILITY LINE
- STORM UTILITY LINE
- SANITARY UTILITY LINE
- FIBER OPTIC UTILITY LINE
- OVERHEAD UTILITY LINE
- FENCE LINE
- GUARD RAIL

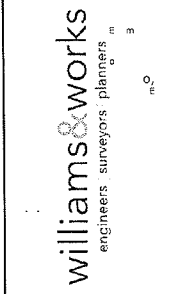
All utilities as shown are approximate locations derived from actual measurements and available records. They should not be interpreted to be in exact location nor should it be assumed that they are the only utilities in the area.



**FARMINGTON HILLS
 POLICE DEPARTMENT**

Survey Prepared for:
 eX Technology, LLC
 1044 N. 115th Street, Suite 200
 Omaha, NE 68154
 (402) 669-8099 or
 (402) 506-9648
 Project Manager: Jim Burkhardt

NO.	DESCRIPTION	DATE



**FARMINGTON HILLS
 POLICE DEPARTMENT**

SITE ADDRESS

31551 W. ELEVEN MILE
 RD. FARMINGTON HILLS, I
 48330

SHEET TITLE

S3

Curtis R. Zack P.S. 4001069464	
DATE: 12/22/21	DWG. BY: W.B.M.
SCALE: VARIOUS	SURVEYED BY: M.A.B.
UPDATE: WJ, 10/15/23	CHKD BY: C.R.Z.
PROJECT NO.: 221168.002	

SHEET 3 OF 3

OF Mic
 4), Curtis
 Raymond *
 ea 0 d • Zack
 License No. re.
 4001069464

EXHIBIT D
BILL OF SALE

This Bill of Sale is given by Tenant, SiFi Networks Farmington, LLC, a Delaware limited liability company with its principal offices at 103 Foulk Road, Suite 500, Wilmington, DE, to Landlord, City of Farmington Hills, as provided in the Lease Agreement ("Lease") between the parties whereby Tenant leased from Landlord certain portions of real property owned by Landlord and located at 31555 West Eleven Mile Road, Farmington Hills, Michigan ("Leased Premises").

RECITALS:

- A. Under the Lease, Tenant was allowed and required to construct an approximately 38' x 22' empty shelter building ("Shelter") to house equipment owned by Tenant ("Equipment").
- B. Tenant constructed the Shelter attached to the real property owned by Landlord and was intended by the parties to become a part of that real property excluding the Equipment.
- C. The Shelter was constructed for and has been adapted to the use of the Leased Premises and other uses as provided in the Lease.
- D. A Certificate of Occupancy for the Shelter was issued by the City of Farmington Hills Building Official on INSERT DATE, with this Bill of Sale provided to satisfy the following requirement in Section 1(b) of the Lease, and all terms and conditions of Section 1(b) remaining in full force and effect.

After construction of the Shelter, Tenant will, by Bill of Sale, transfer ownership of the Shelter to Landlord immediately upon the issuance of a certificate of occupancy by the City's Building Official.

NOW, THEREFORE:

- 1. Tenant hereby conveys and transfers title and ownership of the Shelter to Landlord, with the intention that the Shelter is and shall always be a part of the real property upon which it is located and to which it has been permanently attached.
- 2. For purposes of this Bill of Sale, the Shelter includes all foundations, floors, walls, roofs, ceilings, partitions and doors, and all electrical, plumbing, mechanical and other installations in those portions of the Shelter pursuant to City of Farmington Hills' Building Permit No. INSERT and Certificate of Occupancy No. INSERT. The Shelter does not include "Tenant Facilities" as described in Section 1(c) of the Lease.
- 3. Title and ownership of the Shelter is transferred and conveyed to Landlord free and clear of all liens, encumbrances and claims of any kind, including those for unpaid labor and/or materials, all of which Tenant represents and warrants to Landlord have been paid in full. Tenant shall defend and indemnify Landlord from any claims arising from or related to a breach of this representation and warranty.

4. Prior to accepting this Bill of Sale, Landlord has inspected the Shelter and determined to accept it in its "as is" existing condition and assumes the responsibility for maintenance and upkeep of the Shelter in good condition as provided in the Lease.

This Bill of Sale has been offered and signed by Tenant and accepted and signed by Landlord on the dates of their respective acknowledged signatures.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth with the notarization of their signatures.

SIFI NETWORKS, LLC, a Delaware limited liability company

By _____

Print Name:

Its: _____

Date:

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____, 2022, before me personally appeared the _____ of SIFI NETWORKS, LLC, a Delaware limited liability company, who signed this Lease Agreement for and on behalf of said company.

Notary Public
Acting in _____ County, _____
My Commission Expires: _____

ATTESTED:

CITY OF FARMINGTON HILLS

Pamela B. Smith, City Clerk

By:
Gary Mekjian, City Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this _____, 2022, before me personally appeared Gary Mekjian, the City Manager of the City of Farmington Hills, who signed this Lease Agreement on behalf of the City.

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

LEASE AGREEMENT

This Lease Agreement ("Lease") is made as of the latter of the signature dates below (the "Effective Date"), by and between the City of Farmington Hills, a municipal corporation whose address is 31555 W. Eleven Mile Road, Farmington Hills, Michigan ("Landlord") and SiFi Networks Farmington LLC, a Delaware limited liability company with its principal offices at 103 Foulk Road, Suite 500, Wilmington, DE ("Tenant").

RECITALS:

LANDLORD has possession and title of real property located at 28711 Drake Road, Farmington Hills, Oakland County, State of Michigan, having Tax Parcel Id No: 23-08-277-020 and being further described in Liber 4242, Page 666 of the Oakland County Register of Deeds which is legally described as:

T1N R9E, SEC 8 N 330 FT OF S 660 FT OF E 528 FT OF E1/2 OF NE1/4 (the "Site") portions of which Tenant wishes to lease from Landlord for the installation of a communications shelter to facilitate the use of and connection to Tenant's fiber optic network facilities accessories and related equipment installations, in the manner permitted under this Lease ("Project"). The specific portion of the Site which Landlord has agreed to lease to Tenant for the stated purposes is the ("Leased Premises,") legally described in Exhibit A.

Landlord is also granting Tenant a license to use other areas of the Site, such areas are described in Exhibit B and referred to in this Lease as the "Licensed Premises," for the purpose of Tenant's ingress and egress to the Leased Premises, and for all other purposes as may be necessary in order for Tenant to exercise its rights in connection with the Project.

NOW THEREFORE, for and in consideration of value received and the mutual promises contained in this Lease, Landlord and Tenant agree as follows:

1. Use of Leased Premises. The Lease of the Leased Premises by Landlord to Tenant grants to Tenant, subject to restrictions or limitations contained in this Lease:
 - (a) The right to use and access the Leased Premises for the purpose of constructing, maintaining and operating a communications shelter ("Shelter") in accordance with the Project and terms of the Lease. In furtherance of that right, and as part of the consideration to Landlord under this Lease, Tenant may, at its sole discretion, construct a Shelter measuring approximately 20 feet by 33 feet together with necessary transmission cables or lines and related equipment.
 - (b) Provided Tenant has completed construction of the Shelter and a certificate of occupancy is issued by the City's Building Official, Tenant will promptly execute a bill of sale (attached hereto as Exhibit D), transferring ownership of the Shelter to Landlord. Tenant's Leased Premises under this Lease shall include the entire space inside the Shelter. After the title to the Shelter is transferred to Landlord, the Tenant shall be responsible for the cost of its maintenance and upkeep in good condition.

- (c) All communications equipment including fiber optic cables or lines, related equipment, including electrical power, HVAC, lighting, back-up power, security monitoring/cameras, and other equipment installed on the Leased Premises in accordance with this Lease are and shall remain Tenant's personal property (hereafter referred to as ("Tenant Facilities")).
- (d) The Leased Premises will also include space outside the Shelter to account for equipment overhang, including ventilation, and cables connecting the Shelter with the equipment inside the Shelter. The Shelter shall include space for a fixed or portable generator.
- (e) The rights and access granted to Tenant are exclusive for the Leased Premises, but for Landlord hereby reserving the right to enter in and upon the Premises with prior notice to Tenant for entry within the Lease Area except in emergencies, when notice may be provided as soon as practical.
- (f) If Landlord desires Tenant to move its Shelter location to accommodate public safety, Landlord shall give Tenant one hundred and twenty (120) days' notice of that effect and the date on which such relocation is to be accomplished. Landlord shall provide an alternative suitable location for Tenant. Any movement of Tenant's Shelter pursuant to the provisions of this Section shall be at Landlord's cost and shall not serve to increase or decrease Tenant's rental payments.

2. License for Access to Leased Premises. Landlord grants to Tenant subject to the restrictions or limitations contained in this Lease, a license ("License") for the following:

- (a) To access a path from the public right-of-way to the Shelter as described in Exhibit B.
- (b) The right to install and maintain utility cables and communication lines between the Shelter and Tenant's network as depicted on Exhibit C consistent with Engineering Department practice.
- (c) The right to park vehicles used for the construction, repair, maintenance and operation of the Shelter.
- (d) The right to access and connect Tenant's Facilities and other apparatus necessary for it to exercise its other rights herein to any applicable utilities on the Site and or License Premises.

2.1 The above License is restricted and subject to the following:

- (a) Tenant shall not block or obstruct entranceways, drives, sidewalks or other means of passage on the Site unless and only to the extent Landlord has first been notified of and provided written approval of same.
- (b) Tenant shall provide Landlord at least five (5) days advance written notice, prior to any intended work or maintenance within the Licensed Premises,

except in emergencies when Tenant shall give notice immediately upon learning of the emergency, and in all instances, Tenant shall coordinate and agree with Landlord on an appropriate timeline.

- (c) The Effective Date. Term and expiration and termination of the License to access the Site as granted herein shall be the same as the Lease.
- (d) Any City facilities within or areas of the Site unreasonably disturbed or damaged by Tenant's performance herein within the Licensed Premises shall be repaired, replaced and restored to a reasonably similar prior condition by Tenant as approved by the City such approval shall not be unreasonably conditioned, withheld or delayed.
- (e) Tenant shall comply with Section 7 (a) through 7 (e) of this Lease relative to the use of and any activities and installations within the Licensed Premises.

3. Term of Lease.

- (a) The initial term of the Lease shall be fifteen (15) years from the Commencement Date ("Term").
- (b) Provided Tenant is not in default and has a Metro Act Permit in place with Landlord, the Term of this Lease shall be automatically extended for up to three (3) additional and separate five (5) year terms ("Renewal Terms") unless Tenant or Landlord provides written notice of intention to terminate at least six (6) months prior to the end of each current term in which event this Lease shall expire at the end of that term. In no event shall this Lease extend beyond the term of the Metro Act Agreement between the Parties.
- (c) For purposes of this Lease, the "Commencement Date" shall be the first day of the month following the date of the first Building Department permit issued by the City for the installation of Tenant's Facilities on the Leased Premise
- (d) This Lease shall immediately terminate on the date that the Metro Act Permit executed between the Parties on July 7, 2021, either terminates or expires, unless terminated sooner in accordance with the terms of this Lease. This Lease shall also immediately terminate on the date the simultaneously executed "Smart City Managed Services Agreement" between the parties, for Smart City services and fiber optic cable connections described below either terminates or expires, unless terminated sooner in accordance with the terms of this Lease.

4. Rent Payments and Inspection Charges.

- (a) There will be no rent payments due from Tenant under this Lease. In lieu of receiving annual rental payment for this Lease, as valuable consideration, Tenant shall provide Landlord with certain Smart City services, over fiber optic cable connections to ninety-four (94) of the one hundred eighty-eight (188) identified Initial Demand Points (as defined in the separate Smart City Managed Services Agreement) without charge or cost, pursuant to the Smart City Managed Services Agreement. The parties understand that the Smart City Managed Services Agreement will define a number of Initial Demand Points that will be located in the City of Farmington Hills and a number of Initial Demand Points that will be located in the City of Farmington. In the interest of clarity, the parties agree that services, as described in this paragraph above, to the remaining ninety-four (94) identified Initial Demand Points shall constitute payment in lieu of rent for a second and separate ground lease agreement.
- (b) Tenant shall be responsible for all review fees, permitting fees, and costs required by the City in relation to Tenant's activities under this Lease. Payment of review and permitting fees and costs shall be paid in full prior to Tenant's installation of the Tenant Facilities.

5. Utilities. Tenant shall be responsible for arranging for, obtaining and securing installation of separate lines and meters, at its sole cost and expense, and for all charges, fees and expenses for utility service for the Leased Premises. Landlord agrees to sign such documents or grant such licenses as may be required by utility companies to provide such service to the Leased Premises.

6. Access Tenant, by its authorized representatives, shall have access to the Leased Premises twenty-four (24) hours a day, seven (7) days a week, pursuant to procedures reasonably established by Landlord in consultation with Tenant.

7. Installation, Alterations, Repairs and Maintenance.

- (a) The Shelter and Tenant's Facilities shall be constructed and consistent with Engineering Department practice on the Leased Premises, such that they are complementary and reasonably consistent with the character of the other buildings on the Site. In the ordinary course of business, Tenant may, without Landlord's consent, replace used, broken or obsolete equipment with similar or different equipment that has similar physical dimensions, weight, characteristics and impact as the existing equipment. Tenant shall not install equipment in a manner that may adversely affect the physical and structural integrity and capacity of the Shelter or cause damage to Landlord's property.
- (b) Except for replacement in the ordinary course of business as described in paragraph 7(a), above and routine maintenance, Tenant shall not make any other alterations or improvements to the Leased Premises without

Landlord's prior written consent, which shall not be unreasonably withheld. Landlord shall not be required to consider any request by Tenant under this Section unless it is accompanied by detailed plans and specifications, which if approved, will serve as an amendment of Exhibit B, as well as an amendment of Exhibit C.

- (c) Tenant's installation and operation of materials, equipment and fixtures shall be done in a neat, workmanlike manner, consistent with the property and the operations of Landlord and use good engineering practices and all applicable laws standards and ordinances. Tenant shall promptly repair or correct any damages caused by its installations and operations, including but not limited to the repair and/or replacement of landscaping and vegetation damaged or removed during Tenant's installations, operation, repairs, use, and/or maintenance. Except for damages caused solely by Landlord, Tenant shall also be responsible, at its cost and expense, for promptly repairing or correcting damages to the Leased Premises. Landlord agrees to provide notice to Tenant of the necessity of such repairs.
- (d) Tenant may, at its sole expense, and in compliance with all laws, use any and all appropriate means of reasonably restricting access to the Leased Premises or the Shelter, including, without limitation, construction of a landscaped barrier approved by Landlord, not to include a fence or wall, and may install and maintain identifying signs or other signs required by any governmental authority on or about the Leased Premises. Notwithstanding the foregoing or anything else to the contrary contained in this Lease, it is expressly acknowledged that Tenant may not unreasonably interfere with access to or use and enjoyment of the Leased Premises and shall provide Landlord with keys and/or combinations to any locks on gates on the Leased Premises.
- (e) Tenant shall maintain the Leased Premises, including the Shelter, in a reasonable and lawful condition throughout the Term. Except for emergencies, Tenant will provide at least one (1) month's written notice of planned repair or maintenance (including painting) activities. Tenant shall be responsible for protecting Tenant's Facilities during the course of such repair or maintenance and Landlord shall have no responsibility for any damages that result from Tenant's failure to do so. Landlord shall be responsible for clearing trees, undergrowth, or other obstructions, which could interfere with or fall upon the Shelter or the Leased Premises.
- (f) Lighting used by Tenant on the Leased Premises shall be dark sky compliant and shall require Landlord's approval before installation of the lighting. The generator may be tested on the first Monday of each month at 1:00 p.m. Tenant may install security cameras and alarms, which must be aimed at the Shelter only and must limit views of the police and fire departments and their personnel.

8. Taxes and Assessments. Tenant shall be solely responsible for and shall promptly pay all personal property taxes levied and assessed against it or its personal property.

Tenant shall also be responsible for its portion of all real estate taxes, special assessments or similar taxes relating to the Leased Premises, including Tenant's improvements to and use of same. Nothing in this Section shall be construed as limiting Tenant's right to contest, appeal or challenge such taxes or assessments.

9. Insurance by Tenant. Tenant shall maintain throughout the initial and all renewal terms of this Lease, a commercial general liability insurance policy, with limits of liability of at least Two Million Dollars (\$2,000,000.00) in respect of bodily injury, including death, arising from any one occurrence and Two Million Dollars (\$2,000,000.00) in respect to damage to property arising from any one occurrence, or a commercial general liability policy with a combined single limit for bodily injury and property damage of Three Million Dollars (\$3,000,000.00). Tenant shall provide a blanket additional insured endorsement to Landlord. Landlord, including its elected and appointed officers, employees and agents, shall be covered as an additional insured. Landlord is entitled to at least thirty (30) days prior written notice of any cancellation of insurance coverage. Tenant shall furnish to Landlord certificates of insurance, confirming the coverage required throughout the term of this Lease and identifying Landlord, including its elected and appointed officers, employees and agents, as an additional insured.

10. Indemnification by Tenant.

- (a) Tenant agrees to indemnify, defend and hold Landlord harmless from any claims for damages, injury or loss to property or persons, including costs and reasonable attorney fees incurred by Landlord, arising from or in connection with Tenant's installations and/or operations on the Site. Landlord shall provide Tenant prompt written notice of any claims within the scope of Tenant's obligations under this Section.
- (b) Waiver of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION HEREOF OR ANY APPLICABLE LEGAL OR EQUITABLE THEORY, NEITHER PARTY SHALL BE LIABLE FOR OR RESPONSIBLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, ANY DAMAGES FOR LOST DATA, LOST PROFITS, LOST REVENUES OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO THIS LEASE, THE SITE, THE LEASED PREMISES, THE LICENSES PREMISES, OR THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS LEASE.

11. Assignment. This Lease may be assigned or transferred by Tenant without the approval or consent of Landlord to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market by reason of merger, acquisition or other business reorganization as long as the Metro Act permit and Smart City Managed Services Agreement are also assigned or transferred to Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenants assets; provided, however, that, in the event of such assignment or transfer, and within sixty (60) days of receipt of a written request from the Landlord to the assignee or transferee as identified on a payment or otherwise, the assignee or transferee shall as a condition of this Lease provide Landlord with a written statement, signed by an authorized representative of the assignee or transferee, disclosing official name and address for purposes of this Lease and agreeing to assume and satisfy all Tenant's duties and obligations under this Lease. Except as specifically allowed above, Tenant covenants and agrees that it will not assign or transfer all or any part of this Lease or Tenant's interest or rights under this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld. An assignment or transfer shall only be for the same purposes and expressly permitted uses of the Leased Premises as recited and agreed to by Tenant in this Lease. An Assignment shall only be for the same purposes and expressly permitted uses of the Leased Premises as recited and agreed to by Tenant in this Lease.

12. Subletting Prohibited; Contractors Permitted. Tenant shall be prohibited from subletting all or part of the Leased Premises. Tenant's contractors shall be permitted to have access to the Shelter for the purposes of operating the Shelter and the Tenant's fiber optic network. Other than for Tenant and its contractors, prior to each time a third party accesses the Shelter on behalf of Tenant, they shall notify the staff person on duty with the Farmington Hills Police Department to advise the City of their presence.

13. Termination; Default. This Lease may be terminated prior to its expiration as provided in this Section.

- (a) If either party is in default or breach of this Lease and fails to cure such default or breach within thirty (30) days after written notice of breach or default from the other party, or such longer period as the party not in default may agree to in writing as reasonably necessary for correction of the default or breach, the rights of the party in breach or default may be terminated by the other party, to be effective sixty (60) days after written notice to terminate is given. If Landlord terminates this Lease for any reason other than termination of the Smart City Managed Services Agreement, it shall be entitled to all remedies provided in this Lease and by law, including but not limited to re-entry, repossession and denial of Tenant's access to the Leased Premises. The parties acknowledge that this subsection intends to provide sufficient time to obtain an alternate location. If Landlord defaults and Tenant terminates this Lease, Tenant shall be entitled to all remedies provided for in this Lease and by law.
- (b) If prior to commencement of construction of the Shelter Tenant is unable to obtain investor commitment to fund the Project, Tenant may terminate upon providing notice to Landlord of the same within a commercially reasonable period of time. Upon termination pursuant to this Section 13(b), neither party will have any rights or obligations under this Lease, except for any rights or obligations that expressly survive the termination of this Lease.
- (c) Within ninety (90) days of the termination of this Lease, Tenant shall remove Tenant's equipment, excluding the Shelter, from the Leased Premises and restore the Leased Premises to the condition which existed prior to Tenant's use and occupancy, reasonable wear and tear excepted.
- (d) If the Leased Premises are destroyed or damaged through no fault of Tenant to an extent that materially and adversely will affect Tenant's use of the Leased Premises for more than thirty (30) days, Tenant may terminate this Lease by thirty (30) days written notice to Landlord, unless the destruction or damage is repaired, and the material and adverse effects are eliminated within the thirty (30) days. In the event Tenant agrees to repair its Tenant Facilities, Landlord agrees in good faith to assist Tenant in establishing a temporary telecommunication facility on the Site to allow Tenant to continue to provide service during the repair period.

- (e) If the Shelter is damaged or destroyed, Tenant shall repair, rebuild or restore the Shelter to the same condition which existed immediately prior to the damage or destruction, and Landlord shall reimburse Tenant for the cost and expense associated with the repair, rebuild or restoration of the Shelter within thirty (30) days of receiving an invoice or other documentation from Tenant.
- (f) If the portion of the Site occupied by all or part of the Leased Premises is taken by eminent domain or condemned by any public authority, this Lease shall terminate, with Landlord entitled to the amount of any condemnation award that is not specifically attributable to and for Tenant's Facilities.
- (g) Except for termination by Tenant due to uncured material breach by Landlord pursuant to Section 13(a) or upon a termination by Tenant allowed under Sections 13(b), and in the event the Smart Cities Services Agreement is also terminated, Tenant shall also be liable for and pay liquidated damages in the amount of the cost incurred by the City to pay a third-party for the remainder of the then current calendar year, for the services the City was receiving under the Smart Cities Managed Services Agreement.
- (h) If Tenant's estate created by this Lease is taken by execution or other legal process, is assigned for the benefit of creditors except to that of the Financing Entity or, if a petition in bankruptcy or for appointment of receiver concerning Tenant is filed and pending without dismissal for more than sixty (60) days or upon a bankruptcy adjudication or appointment of receiver for Tenant, this Lease may be terminated at the option of Landlord.
- (i) Upon termination of the Smart Cities Managed Services Agreement between the parties, Landlord shall execute a bill of sale attached hereto as Exhibit D by transferring ownership of the Shelter from Landlord to Tenant for one dollar (\$1.00). Tenant shall be required to remove the Shelter from the Leased Premises and restore the Leased Premises as required in 13(c).

14. Quiet Enjoyment, Cooperation; Estoppel Letters.

- (a) Landlord covenants and agrees that upon payment of the rental and observance and performance of all covenants, terms and conditions by Tenant under this Lease, Tenant shall peaceably and quietly hold and enjoy the Leased Premises, rights and privileges granted hereunder for the term hereby demised without hindrance or interference by Landlord.
- (b) Landlord and Tenant agree to furnish to each other upon request, letters confirming whether this Lease is in full force and effect free of known defaults and such other matters concerning the status of this Lease, which may be reasonably requested.

15. Construction. This Lease shall be construed in accordance with the laws of the State of Michigan. In the event that any provisions hereof shall be legally unenforceable as determined by final order of a court of competent jurisdiction,

the remaining provisions shall nevertheless be carried into effect. The parties agree that time is of the essence of this Lease.

16. Paragraph Headings; Entire Agreement; Oral Modifications. The Section or paragraph headings contained herein are for convenience only and shall not be deemed a part of this Lease. This Lease, which includes the attached Exhibits, contains the entire understanding between the parties with reference to the matters contained herein, there being no terms, conditions, warranties, or representations other than those contained herein. No amendment to this Lease or the attached Exhibits shall be valid unless made in writing and signed by both of the parties hereto.

17. Successors in Interest. Subject to the provisions regarding assignment, this Lease shall be binding upon, and inure to the benefit of, the successors-in-interest and permitted assigns of the parties hereto.

18. Landlord's Representations. Landlord states that:

- (a) Landlord has full authority to execute, deliver and perform this Lease, which benefits and serves a legitimate public purpose by generated revenues. There is no litigation or other proceeding pending or threatened affecting title or permitted uses of the site and Leased Premises.
- (b) It will provide written notice to Tenant upon discovering or receiving notice of any fact or claim related to the title, authority or proceedings described in Subsections (a) and (b).
- (c) Upon Tenant's construction and subject to Tenant's continuous maintenance of the Shelter and conveyance of the Bill of Sale to Landlord, Landlord waives any and all claims and damages against Tenant for noncompliance with any local zoning or permitting ordinances and regulations enforced by Landlord relating to the construction of the Shelter as described herein. However, Landlord does not waive any claims relating to zoning violations due to the operation of the equipment inside the Shelter, as prescribed by the Code of Ordinances.
- (d) Once the Shelter is constructed and a certificate of occupancy is issued, Landlord shall be obligated to execute the Bill of Sale and obtain ownership of the Shelter from Tenant.

19. Tenant's Agreements. Tenant acknowledges and agrees that:

- (a) At all times it will conduct its operations on the Leased Premises in a lawful manner, in compliance with all standards, rules and regulations including Landlord's ordinances, and that Tenant will not store any property or material outside the equipment Shelter.
- (b) It has inspected the Leased Premises and accepts and finds the existing conditions to be satisfactory for installation of the Shelter and Tenant's Facilities, which shall be in accordance with all required governmental permits, licenses or approvals.
- (c) It will obtain and thereafter diligently maintain, all permits, licenses or other governmental approvals required for its use and operations on the Leased Premises throughout the initial and extension terms of this Lease.
- (d) Information provided to Landlord under Section 9(e) that Tenant claims to be confidential, proprietary or privileged will be identified as such at the time it is provided and be accompanied by written documentation and/or explanation of the basis for the claim.

20. Notices. All notices, requests or other writings provided for under this Lease must be in writing and shall be deemed validly given on the date of (a) personal delivery or (b) receipt, if sent by certified mail, return receipt requested, or by overnight courier, addressed to the address below, or (c) by email sent to the email address below:

TENANT: SiFi Networks Farmington LLC
103 Foulk Road, Suite 500
Wilmington, DE 19803
Attn: Legal Department
[Email: NOTICES@SIFINETWORKS.COM](mailto:NOTICES@SIFINETWORKS.COM)

LANDLORD: City of Farmington Hills
31555 W. Eleven Mile Road
Farmington Hills, MI 48336
Attn: City Manager
Email: cmo@fhgov.com

WITH A COPY TO: City of Farmington Hills
31555 W. Eleven Mile Road
Farmington Hills, MI 48336
Attn: DPW Director
Email: dps@fhgov.com

21. Broker's Commissions. The parties represent that neither of them has used real estate brokers in connection with this Lease.

22. Environmental Matters. The provisions of this Section shall survive the termination of this Lease.

- (a) For purposes of this Lease, "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, or any other existing federal or state statute, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material.
- (b) Landlord agrees to defend Tenant from any losses, claims, damages, penalties, liabilities or costs that Tenant suffers as a result of the presence of hazardous material in, on or under the Site, which was known to Landlord at the time of this Lease or that results from Landlords' generation or storage of hazardous material on the Site or Leased Premises.
- (c) Landlord and Tenant will not generate or store any hazardous material on or about the Site or Leased Premises.
- (d) Tenant agrees to indemnify and defend Landlord from any losses, claims, damages, penalties, liabilities or costs that Landlord may suffer as a result of Tenant's generation or storage of hazardous material on the Site or Leased Premises, with or without Landlord's approval.

23. Lease Memorandum. Upon commencement of this Lease and receipt of the first year's rent, and a written request from Tenant, Landlord agrees that Tenant may prepare and record a Lease Memorandum for the Leased Premises in a form acceptable to and approved by Landlord.

24. Remedies Not Exclusive. It is agreed that the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

25. Waiver. One or more waivers of any covenant or condition by Landlord or by Tenant shall not be construed as a waiver of a further breach of the same covenant or condition by such party.

26. Obligations. Tenant's obligations under this Lease include, without limitation, fulfilling and satisfying all performance and improvement obligations as were, or may be legally, specified as conditions or requirements of site plan or building permit approvals, with any such improvements to the Site and Leased Premises considered to be Landlord's property and not subject to removal by Tenant, unless otherwise specified.

27. Freedom of Information Act. Landlord and Tenant agree that this Lease is subject to disclosure under the Michigan Freedom of Information Act. Landlord agrees that any information submitted by Tenant hereunder will only be used as necessary in administering and enforcing the Interference provisions of this Lease for use of the Site

and that any other disclosure of such information will be if required by the Michigan Freedom of Information Act, after notice to Tenant of Landlord's receipt of a disclosure request.

28. Counterparts. This Lease may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

[Remainder of this page intentionally left blank; signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth with the notarization of their signatures.

SIFI NETWORKS, LLC, a Delaware limited liability company

By: _____
Print Name: _____

Its: _____

Date: _____

STATE OF _____)
) ss.

COUNTY OF _____)

On this _____, 2022, before me personally appeared _____, the _____ of SiFi Networks, LLC, a Delaware limited liability company, who signed this Lease for and on behalf of said company.

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

ATTESTED:

CITY OF FARMINGTON HILLS

Pamela B. Smith, City Clerk

By: Gary Mekjian, City Manager

STATE OF MICHIGAN)
) ss.

COUNTY OF OAKLAND)

On this _____, 2022, before me personally appeared Gary Mekjian, the City Manager of the City of Farmington Hills, who signed this Lease on behalf of the City.

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

EXHIBIT A

Legal Description of Leased Premises (Farmington Hills Fire Department)

22'x33' Leased Premises

All that part of the Northeast 1/4 of Section 8, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, described as; Commencing at the East 1/4 corner of said Section 8; thence North 02°55'37" West 375.53 feet along the East line of said Section 8; thence South 88°28'02" West 302.50 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 88°28'02" West 20.00 feet; thence North 01°31'58" West 33.00 feet; thence North 88°28'02" East 20.00 feet; thence South 01°31'58" East 33.00 feet to the place of beginning of this description.

EXHIBIT B

12.00' wide Licensed Premises for ingress/egress to Leased Premises

A 12.00 wide area for ingress and egress in that part of the Northeast $\frac{1}{4}$ of Section 8, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, the centerline of which is described as; Commencing at the East $\frac{1}{4}$ corner of said Section 8; thence North $02^{\circ}55'37''$ West 375.53 feet along the East line of said Section 8; thence South $88^{\circ}28'02''$ West 296.50 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North $01^{\circ}31'58''$ West 26.28 feet to point "A"; thence continuing North $01^{\circ}31'58''$ West 129.56 feet; thence Northeasterly 78.54 feet along a 50.00 foot radius curve to the right the chord of which bears North $43^{\circ}28'02''$ East 70.71 feet; thence North $88^{\circ}20'06''$ East 181.46 feet to the Westerly right of way line of Drake Road (60 foot half right of way) for the place of ending of this centerline description; thence recommencing at the aforescribed point "A" FOR THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North $88^{\circ}28'02''$ East 235.84 feet to the Westerly right of way line of Drake Road (60 foot half right of way) for the place of ending of this centerline description. Sidelines should be lengthened and/or shortened to terminate at said Westerly right of way line.

EXHIBIT C
(to follow)

Exhibit C consists of the following plans, drawings and specifications, reduced-size copies of which are attached hereto, prepared by Williams and Works. Complete full-size sets of the plans, drawings and specifications are on file with the City of Farmington Hills Building Department. Additional plans, drawing and specifications filed after the execution of the Lease and on file with the City of Farmington Hills Building Department will be considered part of this Exhibit.

SURVEYOR'S NOTE

THE PARENT PARCEL BOUNDARY OF THIS DRAWING IS ILLUSTRATED FROM RECORD INFORMATION AND IS APPROXIMATE. THE TOPOGRAPHICAL SURVEY FOR THIS MAP WAS PERFORMED ON DECEMBER 15, 2021.

NOT TO BE USED AS CONSTRUCTION DRAWINGS.

UNDERGROUND UTILITY MARKING WAS REQUESTED OF MISSDIOG AS TICKET NUMBER B13270775 DATED 11/23/2021.

ELEVATION DATUM

ALL ELEVATIONS ARE BASED ON NAVD 88 DATUM. CONTOURS ARE ILLUSTRATED AT 1.0' INTERVALS.

BM#1) ELEV. 880.92
BOX CUT SW CORNER OF CONCRETE PARKING LOT

FLOOD PLAIN INFORMATION

WE HAVE CONSULTED THE FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE MAP AS PREPARED FOR THE CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, COMMUNITY PANEL NUMBER 2612500494F DATED SEPTEMBER 29, 2006, AND FIND THAT THE PROJECT SITE IS ZONE X (UNSHADED).

BASIS OF BEARINGS

BEARINGS ARE BASED ON MICHIGAN STATE PLANE, SOUTH ZONE

PROPRIETOR

CITY OF FARMINGTON HILLS
FIRE STATION #4
31555 W 11 MILE RD.
FARMINGTON HILLS, MI
48336-1103

EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

NO TITLEWORK PROVIDED

LEGAL DESCRIPTION

PARENT PARCEL (TAX DESCRIPTION)
T1N R9E, SEC 8 N 330 FT OF S 660 FT OF E 528 FT OF E1/2 OF NE1/4

This map was made from the data and information available to the surveyor at the time of the survey. The surveyor is not responsible for the accuracy of the information shown on this map and does not warrant the accuracy of the information shown on this map. The surveyor is not responsible for the accuracy of the information shown on this map.

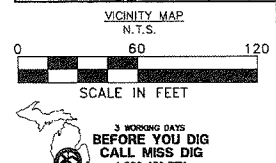
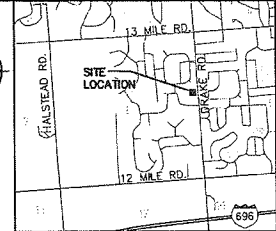
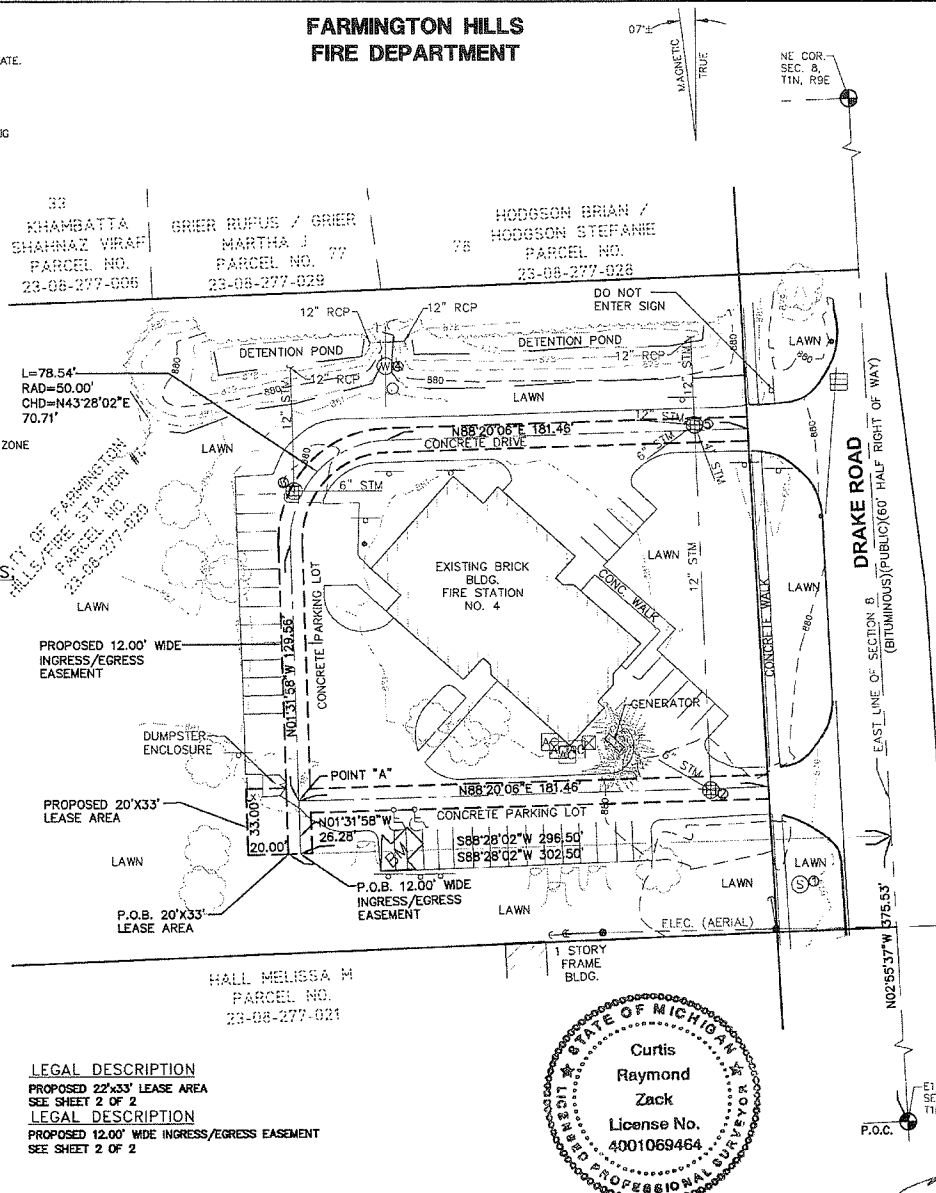
STRUCTURE INVERTS

1. STORM MANHOLE RIM ELEV.=879.58
12" RCP 876.51
6" CCP 877.69
2. ROUND CATCH BASIN RIM ELEV. 879.19
12" RCP 876.51
6" CCP 877.69
3. ROUND CATCH BASIN RIM ELEV. 879.74
12" RCP 877.34
6" CCP 877.89
4. WATER MANHOLE RIM ELEV. 881.85
TOP OF NUT 877.03
BOTTOM OF CHAMBER 874.49
PIPES N. S. W 875.71
5. ROUND CATCH BASIN RIM ELEV. 879.89
12" RCP 876.45
12" RCP 876.39
6" CPP 876.74
4" CCP 878.09
12" RCP 876.49

LEGAL DESCRIPTION
PROPOSED 22'x33' LEASE AREA
SEE SHEET 2 OF 2

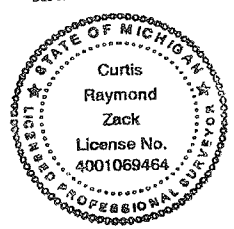
LEGAL DESCRIPTION
PROPOSED 12.00' WIDE INGRESS/EGRESS EASEMENT
SEE SHEET 2 OF 2

**FARMINGTON HILLS
FIRE DEPARTMENT**



- LEGEND**
- ▲ - TRAVERSE POINT
 - - WELL
 - ⊖ - HIGHWAY
 - ⊙ - MONUMENT
 - ⊞ - MONUMENT BOX
 - ⊞ - RIGHT OF WAY MARKER
 - ⊞ - X CUT
 - ⊞ - PK NAIL
 - ⊞ - FOUND IRON STAKE
 - ⊞ - SET IRON STAKE
 - ⊞ - RR SIGN
 - ⊞ - GUY POLE
 - ⊞ - GUY ANCHOR
 - ⊞ - UTILITY POLE
 - ⊞ - LIGHT POLE
 - ⊞ - ORNAMENTAL LIGHT POLE
 - ⊞ - POST
 - ⊞ - U.G. UTILITY MARKER
 - XX - SOIL BORING
 - ⊞ - MAILBOX
 - ⊞ - SATELLITE DISH
 - ⊞ - HAND HOLE
 - ⊞ - AC UNIT
 - ⊞ - U.G. UTILITY MARKER
 - ⊞ - FIRE HYDRANT
 - ⊞ - PIV - POST INDICATOR VALVE
 - ⊞ - WATER VALVE
 - ⊞ - GAS VALVE
 - ⊞ - UST FILL PORT
 - ⊞ - GAS PUMP
 - ⊞ - GAS METER
 - ⊞ - WATER METER
 - ⊞ - TELEPHONE RISER
 - ⊞ - ELECTRIC METER
 - ⊞ - CATCH BASIN
 - ⊞ - ROUND CATCH BASIN
 - ⊞ - UTILITY MANHOLE
 - ⊞ - STORM MANHOLE
 - ⊞ - SANITARY MANHOLE
 - ⊞ - ELECTRIC MANHOLE
 - ⊞ - TELEPHONE MANHOLE
 - ⊞ - WATER MANHOLE
 - ⊞ - HANDICAP PARKING
 - ⊞ - SHRUB
 - ⊞ - TREE
 - ⊞ - PINE TREE
 - ⊞ - EXISTING CONTOURS
 - ⊞ - TELEPHONE UTILITY LINE
 - ⊞ - ELECTRIC UTILITY LINE
 - ⊞ - WATER UTILITY LINE
 - ⊞ - GAS UTILITY LINE
 - ⊞ - STEAM UTILITY LINE
 - ⊞ - STORM UTILITY LINE
 - ⊞ - SANITARY UTILITY LINE
 - ⊞ - FIBER OPTIC UTILITY LINE
 - ⊞ - OVERHEAD UTILITY LINE
 - ⊞ - FENCE LINE
 - ⊞ - GUARD RAIL

All utilities as shown are approximate locations derived from actual measurements and available records. They should not be interpreted to be in exact location nor should it be assumed that they are the only utilities in the area.



Curtis Zack
Curtis R. Zack P.S. 4001069464

DATE: 12/15/21	DWG. BY: W.B.M.
SCALE: 1"=60'	SURVEYED BY: W.B.M.
UPDATE: NONE	CHKD BY: C.R.Z.
PROJECT NO: 2218A.R.01	



**FARMINGTON HILLS
FIRE DEPARTMENT**

Survey Prepared for:
aX Technology, LLC
1044 N. 115th Street, Suite 200
Omaha, NE 68154
(402) 669-8099 or
(402) 500-9548
Project Manager: Jim Burdett

REVISIONS

NO.	DESCRIPTION	DATE
1	FINAL SHEET	12/21/21

williams&works
engineers | surveyors | planners
http://williams-works.com
618.224.1500 phone
548 Ottawa Ave NW
Grand Rapids, MI 49503

SURVEYED BY:

SITE NAME
**FARMINGTON HILLS
FIRE DEPARTMENT**

SITE ADDRESS

**28711 DRAKE RD.
FARMINGTON HILLS, MI
48331**

SHEET TITLE

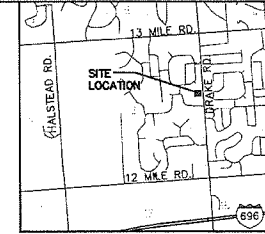
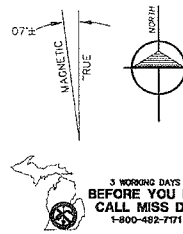
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SHEET 1 OF 2

SURVEYOR'S NOTE

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**FARMINGTON HILLS
FIRE DEPARTMENT**



**FARMINGTON HILLS
FIRE DEPARTMENT**

Survey Prepared for:
eX Technology, LLC
1044 N. 115th Street, Suite 200
Omaha, NE 68154
(402) 669-8099 or
(402) 506-2646
Project Manager: Jim Burdett

NO.	DESCRIPTION	DATE
1	FINAL SURVEY	12/27/21

williams&works
engineers | surveyors | planners
616.224.1500 phone | http://williams-works.com
549 Ottawa Ave NW | Grand Rapids, MI 49503

SURVEYED BY:

**FARMINGTON HILLS
FIRE DEPARTMENT**

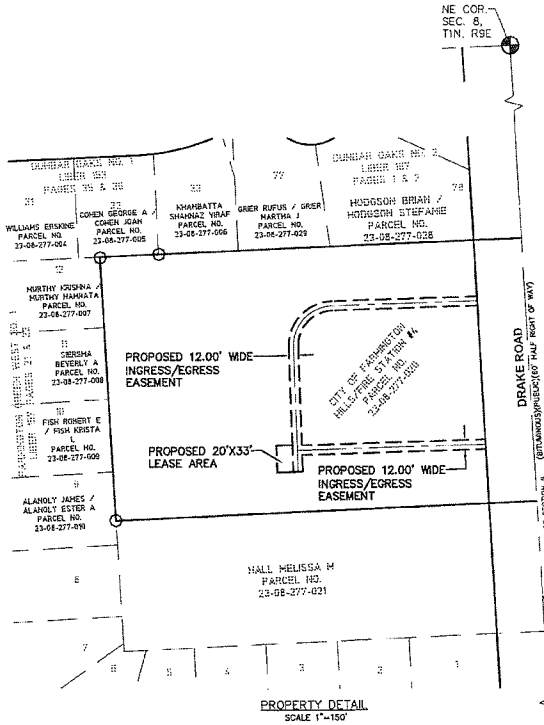
SITE NAME

**28667 DRAKE RD.
FARMINGTON HILLS, MI
48331**

SHEET TITLE

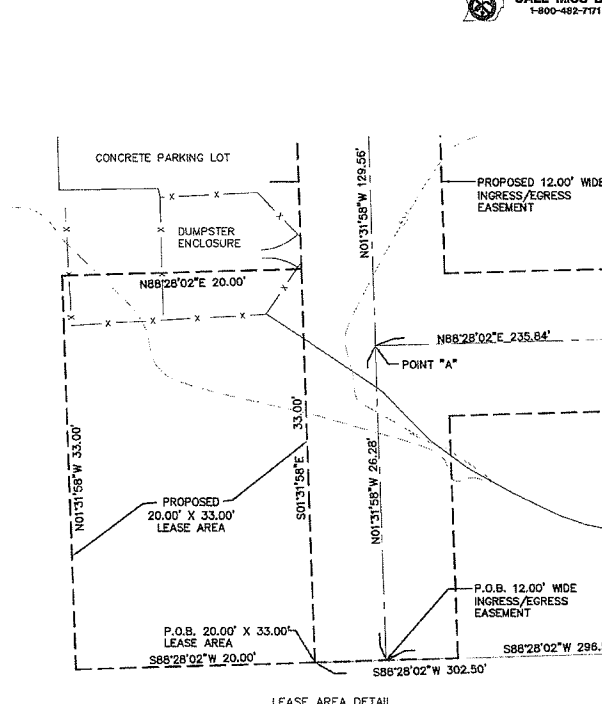
S2

SHEET 2 OF 2



LEGAL DESCRIPTION

PROPOSED 22'x33' LEASE AREA
All that part of the Northeast 1/4 of Section 8, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, described as: Commencing at the East 1/4 corner of said Section 8; thence North 02°55'37" West 375.53 feet along the East line of said Section 8; thence South 88°28'02" West 302.50 feet to the PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 88°28'02" West 20.00 feet; thence North 01°31'58" West 33.00 feet; thence North 88°28'02" East 20.00 feet; thence South 01°31'58" East 33.00 feet to the place of beginning of this description.



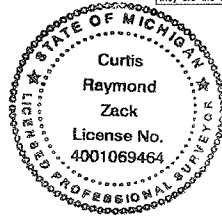
LEGAL DESCRIPTION

PROPOSED 12.00' WIDE INGRESS/EGRESS EASEMENT
A 12.00 wide easement for ingress and egress in that part of the Northeast 1/4 of Section 8, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, the centerline of which is described as: Commencing at the East 1/4 corner of said Section 8; thence North 02°55'37" West 375.53 feet along the East line of said Section 8; thence North 88°28'02" West 296.50 feet to the PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 01°31'58" West 26.28 feet to point "A"; thence continuing North 01°31'58" West 129.56 feet; thence Northeastly 78.54 feet along a 50.00 foot radius curve to the right the chord of which bears North 43°28'02" East 70.71 feet; thence North 88°20'06" East 181.46 feet to the Westerly right of way line of Drake Road (60 foot half right of way) for the place of ending of this centerline description; thence recommencing at the aforesaid point "A" FOR THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 88°28'02" East 235.84 feet to the Westerly right of way line of Drake Road (60 foot half right of way) for the place of ending of this centerline description. Sidelines should be lengthened and/or shortened to terminate at said Westerly right of way line.

LEGEND

- ▲ - TRAVERSE POINT
- - WELL
- - HIGHWAY
- ⊙ - MONUMENT
- ⊠ - MONUMENT BOX
- ⊞ - RIGHT OF WAY MARKER
- ⊞ - SET WOODSTAKE
- ✂ - XOUT
- ⊙ - PK NAIL
- - FOUND IRON STAKE
- ⊞ - SET IRON STAKE
- - SIGN
- ⊞ - RR SIGN
- ⊞ - GUY POLE
- ⊞ - GUY ANCHOR
- ⊞ - UTILITY POLE
- ⊞ - LIGHT POLE
- ⊞ - ORNAMENTAL LIGHT POLE
- ⊞ - U.G. UTILITY MARKER
- XX - SOIL BORING
- ⊞ - MAILBOX
- ⊞ - SATELLITE DISH
- ⊞ - HAND HOLE
- ⊞ - AC UNIT
- ⊞ - U.G. UTILITY MARKER
- ⊞ - FIRE HYDRANT
- ⊞ - POST INDICATOR VALVE
- ⊞ - WATER VALVE
- ⊞ - GAS VALVE
- ⊞ - UST FILL PORT
- ⊞ - GAS PUMP
- ⊞ - GAS METER
- ⊞ - WATER METER
- ⊞ - TELEPHONE RISER
- ⊞ - ELECTRIC RISER
- ⊞ - CABLE TV RISER
- ⊞ - CATCH BASIN
- ⊞ - UTILITY MANHOLE
- ⊞ - STORM MANHOLE
- ⊞ - SANITARY MANHOLE
- ⊞ - ELECTRIC MANHOLE
- ⊞ - TELEPHONE MANHOLE
- ⊞ - WATER MANHOLE
- ⊞ - HANDICAP PARKING SPACE
- ⊞ - SHRUB
- ⊞ - TREE
- ⊞ - PINE TREE
- - EXISTING CONTOURS
- - TELEPHONE UTILITY LINE
- - ELECTRIC UTILITY LINE
- - WATER UTILITY LINE
- - GAS UTILITY LINE
- - STEAM UTILITY LINE
- - STORM UTILITY LINE
- - SANITARY UTILITY LINE
- - FIBER OPTIC UTILITY LINE
- - OVERHEAD UTILITY LINE
- - FENCE LINE
- - GUARD RAIL

All utilities as shown are approximate locations derived from actual measurements and available records. They should not be interpreted to be in exact location nor should it be assumed that they are the only utilities in the area.



Curtis R. Zack P.S. 4001069464

DATE: 12/15/21	DWG. BY: W.B.M.
SCALE: VARIOUS	SURVEYED: B.M./K.B.
UPDATE: 08/12/21	CHKD BY: C.R.Z.
PROJECT NO.: 2216R.02	

EXHIBIT C
BILL OF SALE

This Bill of Sale is given by Tenant, SiFi Networks Farmington, LLC, a Delaware limited liability company with its principal offices at 103 Foulk Road, Suite 500, Wilmington, DE, to Landlord, City of Farmington Hills, as provided in the Lease Agreement ("Lease") between the parties whereby Tenant leased from Landlord certain portions of real property owned by Landlord and located at 31555 West Eleven Mile Road, Farmington Hills, Michigan ("Leased Premises").

RECITALS:

- A. Under the Lease, Tenant was allowed and required to construct an approximately 38' x 22' empty shelter building ("Shelter") to house equipment owned by Tenant ("Equipment").
- B. Tenant constructed the Shelter attached to the real property owned by Landlord and was intended by the parties to become a part of that real property excluding the Equipment.
- C. The Shelter was constructed for and has been adapted to the use of the Leased Premises and other uses as provided in the Lease.
- D. A Certificate of Occupancy for the Shelter was issued by the City of Farmington Hills Building Official on INSERT DATE, with this Bill of Sale provided to satisfy the following requirement in Section 1(b) of the Lease, and all terms and conditions of Section 1(b) remaining in full force and effect.

After construction of the Shelter, Tenant will, by bill of sale, transfer ownership of the Shelter to Landlord immediately upon the issuance of a certificate of occupancy by the City's Building Official.

NOW, THEREFORE:

1. Tenant hereby conveys and transfers title and ownership of the Shelter to Landlord, with the intention that the Shelter is and shall always be a part of the real property upon which it is located and to which it has been permanently attached.
2. For purposes of this Bill of Sale, the Shelter includes all foundations, floors, walls, roofs, ceilings, partitions and doors, and all electrical, plumbing, mechanical and other installations in those portions of the Shelter pursuant to City of Farmington Hills' Building Permit No. INSERT and Certificate of Occupancy No. INSERT. The Shelter does not include "Tenant Facilities" as described in Section 1(c) of the Lease.
3. Title and ownership of the Shelter is transferred and conveyed to Landlord free and clear of all liens, encumbrances and claims of any kind, including those for unpaid labor and/or materials, all of which Tenant represents and warrants to Landlord have been paid in full. Tenant shall defend and indemnify Landlord from any claims arising from or related to a breach of this representation and warranty.

4. Prior to accepting this Bill of Sale, Landlord has inspected the Shelter and determined to accept it in its "as is" existing condition and assumes the responsibility for maintenance and upkeep of the Shelter in good condition as provided in the Lease.

This Bill of Sale has been offered and signed by Tenant and accepted and signed by Landlord on the dates of their respective acknowledged signatures.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth with the notarization of their signatures.

SIFI NETWORKS, LLC, a Delaware limited liability company

By _____
Print Name:
Its: _____
Date:

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____, 2022, before me personally appeared the _____ of SIFI NETWORKS, LLC, a Delaware limited liability company, who signed this Lease Agreement for and on behalf of said company.

Notary Public
Acting in _____ County, _____
My Commission Expires: _____

ATTESTED:

CITY OF FARMINGTON HILLS

Pamela B. Smith, City Clerk

By:
Gary Mekjian, City Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this _____, 2022, before me personally appeared Gary Mekjian, the City Manager of the City of Farmington Hills, who signed this Lease Agreement on behalf of the City.

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

Smart City Managed Services Agreement

Between

City of Farmington Hills
And
SiFi Networks Farmington LLC

Dated July __ 2022

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 (i) For as long as both Shelter ground leases (each, a “Lease” and together, “Leases”) referred to herein below remain in full force and effect, and as valuable consideration in exchange for said Leases SiFi shall not charge the City for the installation cost, an MRC or any fee for each of the Initial 188 Demand Points identified in Annex IV, in exchange for the City not charging SiFi for rent under each of the two Leases by and between the Parties concurrently executed and dated as of the Effective Date and needed for the operation of SiFi facilities under its Metro Act Permit with the City6

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SMART CITY MANAGED SERVICES AGREEMENT

This Agreement is made the day in July of 2022 when it is signed by both parties as indicated on the signature page (“*Effective Date*”), between the City of Farmington Hills, a municipal corporation whose address is 31555 W. Eleven Mile Road, Farmington Hills, Michigan (the “*City*”) and SiFi Networks Farmington LLC, a Delaware limited liability company (together with its successors and assigns, “*SiFi*”) (each sometimes referred to as “*Party*” and collectively referred to as “*Parties*”).

RECITALS

WHEREAS, the City, as a Municipal Corporation, wishes to receive Services to City locations over SiFi’s fiber optics infrastructure for municipal use.

WHEREAS, the City desires to contract with SiFi to provide data services over fiber optic cable connections to City designated locations in Farmington Hills and locations designated by the City of Farmington, and SiFi desires to have two (2) ground Leases (as defined below) on City property to house Shelters for connection to its telecommunications facilities within the City and the City of Farmington pursuant to Metropolitan Extension Telecommunication Rights-of-Way Oversight Act (“*METRO Act*”) permits.

NOW, THEREFORE, in consideration of the mutual obligations of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

SECTION 1. DEFINITION OF TERMS.

Section 1.1. Terms. For the purpose of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. Capitalized terms used in this Agreement that are not defined in this Agreement shall have the meaning ascribed to them in the METRO Act-Telecommunications Permit dated July 7, 2021, by and between the Parties.

“*Agreement*” or “*MSA*” means this written contract between the City and SiFi, including without limitation all exhibits, schedules, appendices, and/or documents referenced herein, and any renewals, extensions or amendments the Parties make to it in accordance with the terms hereof.

“*Change*” means any change to a Service or a New Service, any variation, alteration, modification or enhancement, including but not limited to any increase or decrease of the Scope or the volumes, devices, elements, mix, technologies or vendors included in the Services as set out in Annex III of this Agreement.

“*City*” means the City of Farmington Hills, Michigan, a Municipal Corporation including its officers, employees, agents and volunteers.

“*City Council*” means the City Council of the City.

“*Core*” means the section of SiFi’s fiber optic network constructed in the Public Right-of-Way (as defined below) from the interconnect point with the backhaul circuit to a duct or ducts at the boundary of the Drop Location at the edge of the Public Right-of-Way.

“*Commencement Date*” means the date of the first Drop connection to the Initial Demand Points.

“*Demand Point*” means a singular location or object within the City or the City of Farmington, which the City has designated to receive a fiber connection (Drop) under this Agreement.

“*Drop*” means the drop duct and fiber optic cable run from SiFi’s Core network within the Public Right-of-Way to the Demand Point.

“*Drop Location*” is the location that a distribution duct is capped for future use. When a service is required, a drop duct is connected to the distribution duct.

“*Drop Location Wall*” means the exterior or interior of a Drop Location at which the fiber optic cable can be terminated.

“*Future Demand Point*” means a singular location or object within the City, which the City has designated that they may wish to receive a fiber connection (Drop) under this Agreement in the future.

“*Initial Demand Point*” means the Demand Points designated by the City and identified in the table in Annex IV that shall receive an initial fiber connection.

“*Initial Term*” shall have the meaning as set forth in Section 2.5.1.

“*Monthly Recurring Charge*” or “*MRC*” means the additional monthly recurring charge (“MRC”) payable by City for each new Future Demand Point that the City requests.

“*Network*” means SiFi’s fiber optic network that is designed to support the delivery of Service to Demand Points identified in Annex IV to this Agreement.

“*NTE*” means Network Terminal Equipment.

“*New Services*” means any Service not defined in Annex II and/or as further described in Annex III of this Agreement.

“*ONT*” means Optical Network Terminal.

“*OLT*” means Optical Light Terminal.

“*Public Right-of-Way*” shall mean the area on, below, or above a public roadway, highway, street, alley, easement or waterway, to the extent City has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.

“*Related Documents*” means this Agreement and any exhibits, schedules, instruments or agreements relating thereto, as the same may be amended, modified or supplemented in accordance with the terms thereof and hereof.

“*Renewal Term*” shall have the meaning as set forth in Section 2.5.1.

“*Services*” means the Basic Services in the scope of this Agreement as being set out in Annex II of this Agreement and New Services that may be added to this Agreement from time to time by the Change Management Procedure in Annex III.

“*Scope*” means the scope of Services under this Agreement as further defined in Annex II of this Agreement.

“*Term*” shall have the meaning as set forth in Section 2.5.1.

SECTION 2. USE AND MAINTENANCE OF THE SERVICE

SECTION 2.1. SERVICE WILL BE PROVIDED to designated Initial Demand Points provided for in Annex IV and described in Section 2.4.1 and Future Demand Points as described in Section 2.4.2. The Initial and Future Demand Points include and may include area(s) within the City of Farmington.

Section 2.2. Title; Use and Access of the Service. Title shall be held by and remain in SiFi at all times during and after the Term of this Agreement. The City shall have no title to the Service. The City is granted the exclusive right to use and access the Service at the Initial Demand Points for all municipal communications purposes within the City, including, but not limited to, voice, data and internet service for City governmental functions. The City is not permitted to use the Service directly or indirectly, for any commercial or retail purposes that may compete with the services provided by SiFi. However, City and the City of Farmington may provide free Wi-Fi services in its public buildings and on public grounds for the temporary use of its residents and visitors.

Section 2.2.1. The City may subcontract the use and access of the capacity granted to the City described in this Section 2.2 with the prior written consent of SiFi, which may not be unreasonably withheld, delayed, or conditioned, so long as it does not alter any of the obligations of the City herein. The City of Farmington is a third-party beneficiary under this Agreement with respect to Demand Points located within its boundary subject to a separate agreement between the City and the City of Farmington and to which SiFi is not a party. The City is not permitted to use the Service, directly or indirectly, for any commercial or retail purposes that may compete with the services provided by SiFi.

Section 2.3. Where power is required for NTE to provide service to City facilities or property, and to provide facilities and properties owned by the City of Farmington, the City will be responsible for providing the electrical connection to the NTE and the City will be responsible for the electric power needed with respect thereto. Subject to the foregoing, SiFi will only be responsible for providing the City and the City of Farmington, at the City's cost, NTE's for Future or Initial Demand Points that are compatible with SiFi's Network. If required, SiFi shall be responsible for installing and procuring NTE's, but applicable charges will be invoiced to and paid by the City for the connection of each Future Demand Point and the City shall be responsible for paying the same in full within thirty days of the City's receipt of the invoice.

Section 2.4. Installation and Connection Costs.

Section 2.4.1 Initial Demand Points

The Initial Demand Points are listed in the attached hereto and incorporated herein Annex IV. SiFi will undertake to terminate into the NTE / fiber patch panel from the Core up to the Drop Location Wall. This shall be the full extent of SiFi's duty, at its own cost, to Drop up to the Initial Demand Point Location Wall. For those locations with no physical buildings or objects to drop the service to a wall, SiFi shall bring fiber into the property and place a duct on the property for future connection. City hereby represents, warrants, and certifies that City currently has identified 188 Initial Demand Points. City will provide in writing to SiFi the detailed address, common name, SLA Level and Incident Priority Level, for each Initial Demand Point.

Section 2.4.2 Future Demand Points

If the City requests Future Demand Points, it will provide in writing to SiFi the detailed address, common name, service description requested, speed request, for each Future Demand Point. City further represents and warrants any such Future Demand Points are not currently receiving similar services from any third-party provider. During the construction of the Network, if City requests Future Demand Points, SiFi will undertake the construction to connect the Future Demand Points to each respective distribution point and shall invoice the City for all such connections. When connections are required to be made at any additional Future Demand Points or after construction of the Network is completed, SiFi shall provide an estimate of the cost and, if City agrees, SiFi will undertake the construction to connect each such additional Future Demand Point to the distribution point and shall invoice the City for the cost related to all such connections.

Section 2.4.3 Invoicing and Payments.

- (i) For as long as both Shelter ground leases (each, a "Lease" and together, "Leases") referred to herein below remain in full force and effect, and as valuable consideration in exchange for said Leases SiFi shall not charge the City for the installation cost, an MRC or any fee for each of the Initial 188 Demand Points identified in Annex IV, in exchange for the City not charging SiFi for rent under each of the two Leases by and between the Parties concurrently executed and dated as of the Effective Date and needed for the operation of SiFi facilities under its Metro Act Permit with the City,

- (ii) Commencing on the first (1st) calendar day of the month following the respective Drop date to each Future Demand Point, and on a monthly basis thereafter SiFi will invoice in advance and the City will pay SiFi the applicable MRC in accordance with the table below.
- (iii) On the first (1st) calendar day of the month following the respective Drop SiFi will invoice in arrears and the City will also pay an applicable one-time installation costs for each Future Demand Point and the prorated MRC for each such Demand Point for the number of days from the Drop date in the prior month, if any, per Section 2.4.2.
- (iv) In the event one or both Leases have been terminated, the City may continue to receive network services for the then active Demand Points associated with the terminated Lease or Leases and SiFi will begin to invoice, in addition to and in the same way as the invoices described in subsections (ii) and (iii) above provided that references to (x) Future Demand Points and (y) associated Drop dates shall be interpreted to mean (x) the then Demand Points associated with the terminated Lease and (y) the termination date of such Lease, respectively, the City for all such Demand Points regardless of whether such Demand Points are Initial Demand Points or Future Demand Points at the corresponding rates from the middle column in the table below based on the total number of then active Demand Points.
- (v) Undisputed invoiced fees for Future Demand Points will be due within fourteen (14) calendar days from receipt of an invoice (“Payment Due Date”). Invoiced fees will be calculated according to this Section 2.4.3. In the event City disputes any fees invoiced in good faith, City must notify SiFi and provide the details supporting such dispute in writing by the Payment Due Date. If City fails to dispute all or any portion of an invoice by the Payment Due Date, the invoice shall be deemed valid by the Parties and City shall have voluntarily waived all rights to dispute the same, unless by no fault of the City, the reason for the dispute of the invoice was not discoverable until a later time.

Number of Future Demand Points Requested	MRCs per Future Demand Point purchased within 10 years from the Effective Date	MRCs per Future Demand Point MRC purchased after 10 years from the Effective Date
1-500	\$40 MRC	\$75 MRC
501-1000	\$35 MRC	\$65 MRC
1001-2000	\$30 MRC	\$55 MRC
2001+	\$25 MRC	\$45 MRC

* The MRCs above shall increase on an annual basis, regardless of the number of installed Future Demand Points, beginning on the first (1st) anniversary of the installation date of the first

Future Demand Point and thereafter at a rate of 2% minimum or 5% maximum per annum based on the previous year's Consumer Price Index. for all Urban consumers.

SECTION 2.5. TERM.

Section 2.5.1. The initial term of this Agreement shall be for fifteen (15) years from the Effective Date and renew automatically upon mutual agreement for up to three (3) additional and separate five (5) year renewal terms subject to earlier termination set forth in Section 6.

Section 2.6. Fees and Expenses. Except as expressly set forth herein, each Party shall bear and be responsible for all of its own costs, fees and expenses incurred in executing and performing this Agreement and the other Related Documents.

Section 2.7. Maintenance of City Property and Demand Points

Section 2.7.1. Maintenance, repair and operation of the Drop shall be performed by SiFi and/or contractors approved by SiFi, at SiFi's expense.

Section 2.7.2 SiFi does not have any duty or obligation to upgrade or improve the Services or any of its component parts, however in the event of equipment failure covered by guarantee or warranty, SiFi will use commercially reasonable efforts to collect on such guarantees or warranties. The City, at its sole cost, may make upgrades and improvements to any of its component parts with the prior written consent of SiFi with respect to compatibility with the Network, which consent shall not be unreasonably withheld, conditioned, or delayed. Prior to seeking SiFi's consent, the City shall provide SiFi with details of the upgrades including, without limitation, the identity and specifications for all parts to be installed required for the provision of the service. The City will not need approval from SiFi for the replacement or repair of previously installed component parts. For clarity, the City may make replacement of identical parts without providing notice or seeking approval from SiFi.

Section 2.8. Key Performance Indicators and Service Level Agreements:

Section 2.8.1. Compliance with the performance of the Services will be measured by certain performance metrics ("Performance Metrics") which are the intended targets for the respective Service Level Agreements ("SLAs") as further described in Annex I attached hereto.

Section 2.8.2. The Parties have agreed upon Performance Metrics to measure SiFi's compliance with the agreed SLAs.

Section 2.8.3. Performance Metrics for each Demand Point shall be measured as from the date the Services for such Demand Point have commenced; *provided that*, for the nine (9) months following, SiFi shall not be in breach of contract for failure to achieve any applicable Performance

Metrics with respect to such Demand Point. The Parties may in good faith mutually agree to adjust the Performance Metrics in writing at any time.

Section 2.8.4. In addition to the agreed Performance Metrics the Parties may agree upon new Performance Metrics at any time during the Term, including but not limited to any Change or introduction of New Services.

Section 2.8.5. For new Performance Metrics of this Agreement shall apply.

Section 2.8.6. For each new Performance Metrics, a grace period of 12 (twelve) months or any other period as agreed between the Parties and set out in Annex I – Service Level Agreements shall apply during which such new Performance Metrics shall be measured, and SiFi shall not be in a breach of contract if not achieving these respective new Performance Metrics. After the grace period, the Parties shall mutually agree upon the final definition of the new Performance Metrics in writing as an addendum to this Agreement. No new Performance Metrics shall be binding unless a mutual agreement has been executed by the Parties.

The Parties may agree upon new Performance Metrics for any Change or New Service in accordance with Annex III to this Agreement. Sections 2.8.5 and 2.8.6 shall apply for such new SLAs.

Section 2.8.7. SiFi shall provide the City with a monthly report on the performance of the Services as agreed in Annex I. The Parties may agree on other reporting intervals for Performance Metrics not being measured on a monthly basis, but in no event shall the reporting interval be shorter than monthly intervals.

Section 2.8.8. Any exclusions and/or exceptions affecting the Performance Metrics results as defined in Annex I shall be excluded from the reports provided pursuant to Section 2.8.7. SiFi shall provide a written report to the City referring to the applied exclusions and/or exceptions in order to enable a verification of the applied exclusions and/or exceptions by the City.

Section 2.9. Quality of Services.

Section 2.9.1. SiFi shall perform the Services at all times exercising that degree of skill, diligence, prudence and foresight which could reasonably be expected from a skilled, reasonable and experienced provider of such Services under similar or same circumstances.

Section 2.9.2. SiFi shall support upgrades of the Network as and when agreed in writing between the Parties from time to time.

Section 2.9.3. The City shall perform its obligations under this Agreement and provide the necessary information and cooperation to and as required by SiFi.

Section 2.10. Reserved.

Section 2.10.4. All costs incurred by SiFi to adapt the City's properties and facilities or City of Farmington properties and facilities for any Future Demand Points for the provision of a service or SiFi's Service delivery environment shall be borne by the City in line with Section 2.4.2.

SECTION 3. INDEMNIFICATION.

Section 3.1. SiFi shall indemnify and hold harmless the City, its officers, officials, employees, agents, and other representatives from and against any and all claims, damages, liabilities, costs and expenses, including attorney fees, incurred in any action or proceeding arising from or in connection with (a) the breach or alleged breach by SiFi of any of its representations or warranties or any material provisions of this Agreement; (b) the violation or alleged violation by SiFi of any applicable federal, state or local laws, ordinances, rules or regulations; provided, however, that the City shall promptly notify SiFi of any such claim or litigation; or (c) any action or inaction taken by SiFi in the performance of this Agreement. Such indemnification shall include indemnification for alleged intellectual property infringement by SiFi or by City relating to this Agreement. Notwithstanding the foregoing, the failure to provide such prompt notice shall diminish SiFi's indemnification obligations only to the extent SiFi is actually prejudiced by such failure.

Section 3.2. In any case in which indemnification is sought hereunder:

(a) The City shall fully cooperate with the reasonable requests of SiFi in its participation in, and control of, any compromise, settlement, litigation or other resolution or disposition of any such claim.

Section 4. Confidentiality and Assignment.

Section 4.1. Proprietary Information and Assignment.

Section 4.1.1. Treatment of Confidential and Proprietary Information. Subject to local, state and federal law, the City agrees that, technical information provided by SiFi that is designed to protect the security, integrity or availability of the Network is exempt from disclosure under the Michigan Freedom of Information Act, 1976 PA 442, MCL 15.231 et. seq as provided in MCL 15.243(y), ("SiFi Confidential Information"), shall be kept confidential and shall not be disclosed to any individuals or entities other than the City's authorized representatives, staff and consultants, in each case who are aware that such SiFi Confidential Information is confidential. In the event the City is required by applicable law to disclose any of SiFi's Confidential Information, the City agrees to provide SiFi with prompt notice of such requirement and the opportunity to challenge the requirement to disclose such SiFi Confidential Information at SiFi's sole expense and, in the event such challenge is unsuccessful or does not occur within the limited timeframes provided by law, the City shall furnish only that portion of SiFi's Confidential Information which it is advised by opinion of counsel that is legally required to disclose.

SiFi will minimize any SiFi Confidential Information provided to City. Whenever possible, SiFi will retain and not leave with City such SiFi Confidential Information where it is not absolutely

necessary to do so in order to carry out the terms of this Agreement. City will not be liable to SiFi for any release of SiFi Confidential Information, which City is required to make, under the reasonable sole opinion of City's legal counsel, pursuant to State or federal law, or pursuant to a valid subpoena or other legal process.

Section 4.2. Assignment of Agreement. SiFi shall have the right to assign, novate, sell, encumber, or transfer this Agreement, or any part thereof, subject to approval by the City. Such approval by the City shall not be unreasonably withheld, conditioned or delayed, and in any event shall be granted or denied in writing within thirty (30) calendar days after request therefor, or if the City fails to respond within thirty (30) calendar days after request, shall be deemed to be approved by the City. Upon any such assignment or novation, SiFi shall be released from all obligations and liabilities under this Agreement from and after the date of such assignment but not until City is in receipt of a fully executed copy of the document evidencing such assignment, sale or transfer and indicating the assignee's/purchaser's/transferee's assumption of SiFi's performance duties, liabilities, and obligations under this Agreement. To illustrate the foregoing Assignment provision, in order to finance construction, installation, operations and other related matters, SiFi and/or its project partners reserves the right to grant security interests in the Network to one or more third parties. Notwithstanding anything to the contrary in this Agreement, SiFi, and/or its project partners, may assign, mortgage, pledge, hypothecate, or otherwise transfer without consent of any kind its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom SiFi and/or its project partners (1) has obligations for borrowed money or in respect of guarantees thereof, (2) has obligations evidenced by bonds, debentures, notes or similar instruments, or (3) has obligations under or with respect to letters of credit, bankers' acceptances or similar facilities or in respect of guarantees thereof. There shall be no restrictions on the ability of SiFi and/or its project partners to assign this Agreement or any other Related Document freely without the consent of any party. The City, at the request of SiFi, shall execute, such further instruments, acknowledgments, subordinations and estoppel agreements as may be required in connection with SiFi Network's financings or that of its project partners and in any event granted within fourteen (14) calendar days after request therefor, such execution not to be unreasonably withheld, or delayed.

Section 4.3. Assignment by the City. The City shall not have the right to assign, transfer, pledge or delegate its interest in this Agreement without SiFi Network's express prior written consent which shall not be unreasonably withheld, conditioned, or delayed and in any event shall be granted or denied in writing within thirty (30) calendar days after request therefor, or if SiFi fails to respond within thirty (30) calendar days after request, shall be deemed to be approved by SiFi. In the event SiFi Network provides written consent to an assignment or transfer by the City, such assignment shall expressly require that any assignee or transferee hereunder: (1) assumes all of the City's obligations under this Agreement; and (2) in the reasonable judgment of SiFi, possesses sufficient financial, managerial and technical capacity to perform under the terms and conditions of this Agreement and the other Related Documents. An assignment, transfer, pledge or delegation of the City's interest in this Agreement in violation of this Section 4.4, at SiFi's option, shall be void, or, give SiFi, in its sole discretion, the right to terminate this Agreement.

SECTION 5. CITY'S OBLIGATIONS.

In addition to all other duties and obligations contained elsewhere in this Agreement, the City has the following duties and obligations:

- (a) Provide a single point of contact (“*SPOC*”) for SiFi, which SPOC will be responsible to address all issues related to this Agreement, providing coordination across, and liaison with, the City departments, and serving as a communication and troubleshooting resource for SiFi.
- (b) Offer the full cooperation of all the City departments with respect to relevant issues with respect to this Agreement. Such cooperation will be coordinated by the SPOC.
- (c) Participate in regular status meetings for the coordination of all matters related to this Agreement and the other Related Documents.
- (f) From time to time hereafter, the City will execute and deliver such additional instruments, certificates or documents, and will take all such actions as SiFi may reasonably request for the purposes of implementing or effectuating the provisions of the Related Documents to which the City is a party or for the purpose of more fully perfecting or renewing the rights of SiFi with respect to the rights, properties or assets subject to such documents (or with respect to any additions thereto or replacements or proceeds thereof or with respect to any other property or assets hereafter acquired by the City which may be deemed to be a part thereof). Upon the exercise by SiFi of any power, right, privilege or remedy pursuant to the Related Documents to which the City is a party which requires any consent, approval, registration, qualification or authorization of any governmental authority or instrumentality, the City will execute and deliver, all necessary applications, certifications, instruments and other documents and papers that SiFi may be required to obtain for such governmental consent, approval, registration, qualification or authorization, at SiFi’s sole expense such execution and delivery not to be unreasonably withheld, delayed, or conditioned.

Section 6. Enforcement of Agreement. Termination.

Section 6.1. SiFi Breach or Default not related to compliance with Performance Metrics. If City believes that SiFi is in breach of any material terms, except for Performance Metrics, of this Agreement, City shall promptly notify SiFi in writing.

Section 6.1.1. SiFi’s Right to Cure or Respond. Subject to Section 8.2, SiFi shall have forty-five (45) days (or such longer period described in Section 6.1.2.(iii) below from its receipt of the City’s notice described in Section 6.1 above:

- (a) to respond to the City, contesting the assertion of noncompliance or default;
- (b) to cure such default; or
- (c) In the event that, by nature of the default or noncompliance, such default or noncompliance cannot be cured within the forty-five (45) day period, to initiate reasonable

steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

Section 6.1.2. Enforcement by the City for SiFi Breach. After the City complies with its obligations in Section 6.1 above and if SiFi fails to cure any noncompliance or default of this Agreement but excluding its SLAs obligations pursuant to Annex I, within the forty-five (45) day notice period, or if such a cure is not possible within forty-five (45) days pursuant to Section 6.1.1(c) above and SiFi has failed to take reasonable steps to remedy the noncompliance or default as required by Section 6.1.1(c) above, the City may:

- (i) Seek specific performance or seek other equitable relief;
- (ii) Seek contractual damages from SiFi; or

(iii) In the event no cure of any kind is provided within a period of sixty (60) days following expiration of the cure period set forth in Section 6.1.1, provide written notice to SiFi and its lender(s) of the City's intent to terminate this Agreement. SiFi shall have an additional forty-five (45) day period to arrange for cure. If no cure of any kind is provided within this forty-five (45) day cure period, SiFi's lender, provided SiFi has provided City with the name and contact information of its lender, shall have forty-five (45) days from the end of SiFi's forty-five (45) day cure period to cure. If SiFi's lender(s) fails to do so within this time period, the City may terminate this Agreement by written notice to SiFi.

Section 6.1.3. Reservation of Rights. Except for any rights it explicitly waives in this Agreement, the City reserves all legal and equitable rights it may have to enforce this Agreement.

Section 6.2. City Breach or Default. In the event SiFi believes that the City has not complied with the material terms of this Agreement, it shall promptly notify the City in writing with specific details regarding the exact nature of the alleged noncompliance or default.

Section 6.2.1. City's Right to Cure or Respond. Subject to 7 and 8.2 below, the City shall have forty-five (45) days, or such longer period described in Section 6.2.2.(iii) below from its receipt of SiFi's notice described in Section 6.2 above:

- (a) to respond to SiFi, contesting the assertion of noncompliance or default;
- (b) to cure such default; or

(c) in the event that, by nature of the noncompliance or default, such noncompliance or default cannot be cured within the forty-five (45) day period, to initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

Section 6.2.2. Enforcement by SiFi for City Breach. After SiFi complies with its obligations pursuant to Section 6.2 above and if the City fails to cure any noncompliance or default within the

forty-five (45) notice period, or if such a cure is not possible within forty-five (45) days pursuant to Section 6.2.1(c) above and the City has failed to take reasonable steps to remedy the noncompliance or default as required by Section 6.2.1(c) above, SiFi may:

- (i) Seek specific performance or other equitable relief;
- (ii) Seek damages from the City (which are limited in all events to the amounts actually paid in the prior calendar year to SiFi); or
- (iii) In the event no cure of any kind is provided within a period of sixty (60) days following expiration of the cure period set forth in Section 6.2.1, provide written notice the City's intent to terminate this Agreement. If the City has failed to:
 - (a) pay amounts due pursuant to this Agreement;
 - (b) maintain, repair, operate and insure any City property to be capable of supporting the Services or any combination thereof consistent with current fiber optic industry standards and specifications as required by this Agreement; or
 - (c) Comply with or perform any other material term of this Agreement.

Section 6.2.2.4. Termination for Convenience. Either party may terminate this Agreement without cause upon no less than three hundred sixty-five (365) days written notice of intent to terminate for convenience. In the event either SiFi or the City terminates this Agreement, for any reason, the City shall promptly provide to SiFi all maintenance and repair records for the Services in the City's possession or control.

Section 6.3. Reservation of Rights. Except for any rights it explicitly waives in this Agreement, SiFi reserves all legal and equitable rights it may have to enforce this Agreement.

Section 6.4. Limitation of Liability. In no event will either party be liable to the other party for any indirect, consequential, special, incidental, reliance, or punitive damages of any kind or nature whatsoever. Each Party hereby releases the other party, its subsidiaries and affiliates, and their respective trustees, officers, directors, managers, employees, and agents, from any such claims.

Section 7. Dispute Resolution.

Section 7.1. Dispute Escalation. As to any dispute that is not resolved in the ordinary course of business, SiFi and the City may first attempt in good faith to promptly resolve such dispute by negotiations between their respective representatives. Either SiFi or the City may initiate the escalation procedure by delivery of written notice of the dispute ("*Dispute Notice*") to the other. Not later than thirty (30) days after delivery of the Dispute Notice, a representative with authority to settle the dispute shall meet with the other party's designated representative with authority to settle the dispute at a reasonably acceptable time and place, and thereafter as such representatives deem reasonably necessary. The executives shall exchange relevant information

and endeavor to resolve the dispute. Prior to any such meeting, each party's representatives shall advise the other as to any individuals who will attend such meeting with the representative. In the event that the parties are unable to resolve the dispute in the above-described manner within thirty (30) days after the initial meeting between representatives, then the parties may resolve any dispute arising out of or relating to this Agreement, or the parties' respective rights and duties hereunder, by and through the institution of legal proceedings in the United States District Court for the Eastern District of Michigan, or if there is no federal court jurisdiction, the state courts of Farmington, Michigan. Unless otherwise required by the Michigan Freedom of Information Act, 1976 PA 442, MCL 15.231 et. seq, all negotiations pursuant to this Section, to include any related reports and documentation, shall be confidential and treated as compromise negotiations for purposes of Rule 408 of the Federal Rules of Evidence and any other similar law or rule of evidence that is applicable.

Section 7.2. Non-Binding Mediation. Notwithstanding Section 8.1, prior to resorting to litigation but after the meeting between the representatives described in Section 8.1, both parties may, at the sole option of each, jointly submit any dispute arising under this Agreement to non-binding mediation. Both parties shall agree on the mediator and in the absence of any such agreement, both parties shall nominate one (1) mediator, and the final mediator shall be selected from the nominated mediators by virtue of a game of chance. All negotiations pursuant to this Section shall be confidential and treated as compromise negotiations for purposes of Rule 408 of the Federal Rules of Evidence and any other similar law or rule of evidence that is applicable.

Section 8. Miscellaneous Provisions.

Section 8.1. Authority to Enter Agreement. Each party hereby represents and warrants to the other that (i) it has full power and authority to enter into and perform this Agreement, (ii) it has taken all necessary action to execute, deliver and perform this Agreement and (iii) this Agreement constitutes a valid and binding obligation of such party, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization or similar laws of general applicability relating to or affecting the rights of creditors and to the availability of equitable remedies, regardless of whether such enforceability is considered in a proceeding in equity or at law.

Section 8.2. Force Majeure. Neither Party shall be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control ("Force Majeure") including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, pandemics, riots, interruptions, major and extended loss or malfunctions of utilities, computers (hardware or software) or communications service, strikes or labor disputes, acts of military authority. If either Party shall be unable to carry out the whole or any part of its obligations under this Agreement by reason by a force majeure event, then the performance of the obligations under this Agreement of such party as they are affected by such cause shall be excused for a reasonable time during which such condition exists.

Section 8.3. Notice. All notices shall be in writing and shall be served upon the other party by hand delivery, overnight mail, electronic mail, or by facsimile with confirmed transmission and addressed as follows:

City:

City of Farmington Hills
31555 W. Eleven Mile Road
Farmington Hills, MI 48336
Attn: City Manager
Email: cmo@fhgov.com

WITH A COPY TO:

City of Farmington Hills
31555 W. Eleven Mile Road
Farmington Hills, MI 48336
Attn: DPW Director
Email: dps@fhgov.com

SiFi:

SiFi Networks Farmington LLC
Attn: Legal
103 Foulk Road, Suite 500
Wilmington, DE 19803
Email: NOTICES@SiFiNetworks.com

Notices shall be deemed received the same day with delivery upon hand delivery, and the next business day with delivery upon overnight mail, electronic mail, or by facsimile.

Section 8.4. Entire Agreement. This Agreement, including all exhibits, embodies the entire understanding and agreement of the City and SiFi with respect to the subject matter hereof.

Section 8.5. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Section 8.6. Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Michigan, irrespective of conflict of laws principles.

Section 8.7. Modification. No provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and SiFi, which amendment shall be authorized on behalf of the City through the adoption of an appropriate resolution or order by the City, as required by applicable law.

Section 8.8. No Third-Party Beneficiaries. Except for the City of Farmington as provided for in this Agreement, nothing in this Agreement or in any prior agreement is or was intended to confer third-party beneficiary status on any person or entity not a party to this Agreement including a member of the public.

Section 8.9. No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural that SiFi or the City may have under federal or state law unless such waiver is expressly stated herein.

Section 8.10. No Rights to the Drop. The City expressly agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in SiFi's network by virtue of the relationship and rights created by this Agreement.

Section 8.11. No Joint Venture, Partnership or Alter Ego; Independent Contractor. Nothing contained in this Agreement, any document executed in connection herewith or any other Related Document or other instrument with any other party shall be construed as making the parties hereto joint partners, joint ventures or alter egos of each other or any other entity. SiFi shall at all times remain an independent contractor. Neither Party shall control or direct the day-to-day affairs of the other Party, or their mode or method of performing their respective obligations hereunder. Neither Party in any manner shall act or indicate to any third party that it is the agent of the other Party.

Section 8.12. Headings. The headings and captions of this Agreement are solely for the convenience of the Parties and shall not be deemed to modify or vary any of the substantive terms thereof.

Section 8.13. Counterparts. This Agreement may be executed in one or more counterpart copies, all of which counterparts when executed and delivered, each of which shall be an original, and shall have the same force and effect as if all Parties had executed a single copy of this Agreement. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile or email transmission of any signed facsimile or email transmission hereof shall be the same as delivery of an original.

Section 8.14. No Waiver. Failure by either Party to assert or declare any one breach or failure to perform shall not be construed as a waiver of any other or subsequent breach or failure to perform.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the Effective Date as indicated by the signatures below.

Attest:

City of Farmington Hills, A Municipal Corporation

_____ By: _____
 Pamela B. Smith, City Clerk Gary Mekjian, Manager City
 of Farmington Hills, Michigan

Date: _____ -

SiFi Networks Farmington LLC

_____ By: _____
 Print Name: _____
 Title: _____

Date: _____ **ANNEX I**

SERVICE LEVEL AGREEMENTS	1	OVERVIEW	3
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1. OVERVIEW

1.1 This Annex 1 provides detailed descriptions of the Performance Metrics for the operation and management of the Service by SiFi and is the basis for certain service level agreements between City and SiFi. All Performance Metrics will apply to the Network. For the purpose of these Performance Metrics, the Service can be viewed as a point-to-point service between two city demand points.

1.1.2 Except as provided for in Section 8.2 Force Majeure, SiFi is only obligated to meet SLAs and to provide Service Credits, if applicable, for Demand Points receiving one of the diverse Services described in the table in Annex II attached to this Agreement. City must request a Service Credit payment within forty-five (45) days of the Outage, or the City waives the right to the Service Credit. Service Credits, if approved by SiFi, will be paid to the City within thirty (30) days after approval. Payment shall be sent to City of Farmington to the attention of the Central Services Director.

1.2 SiFi will:

1.2.1 Use commercially reasonable efforts to remedy any delays, interruptions, omissions, mistakes, accidents or errors ("Defect" or "Defects") and restore the Services as soon as possible after any Defect is reported to SiFi using receipted electronic mail, fax or other documentation including, without limitation, an initial phone call made to the SiFi Network Operation Center, which results in the issuance of a trouble ticket. The foregoing process shall be in accordance with the policies of SiFi.

1.2.2 Collect, measure, and report data to City for Services, Network and operational Performance Metrics described in Article 3. SiFi will provide Metrics upon written request, using a Microsoft Excel spreadsheet or other format mutually agreed to by SiFi and City. SiFi is responsible (at its expense) for providing any equipment, systems, and software necessary to collect and report such Metrics, with it being understood by the parties that such reports will primarily measure uptime availability of the Core Network Elements.

1.2.3 Analyze and improve processes, as necessary, to achieve Performance Metric Objectives set forth in Article 3.

1.2.4 Establish, maintain, and use quality improvement teams ("QITs") that meet at least quarterly, and which consist of SiFi process representatives, subject matter experts, and City, as well as potentially other of SiFi service providers, suppliers and subcontractors, to conduct root cause analysis on data indicating inferior performance, act on results and implement improvement plans for those Metrics that fail to meet or exceed the Objectives set forth in Section 3.

2 DEFINITIONS AND GENERAL PROVISIONS

2.1 “*Metric*” or “*Service Metric*” means the performance measures for Network functions and includes the Description, Measurement Method, Objective and Service Credit, if any, that define the capitalized term that is used throughout this Annex 1.

2.2 “*Description*” means the specific Networks function to be measured.

2.3 “*Measurement Method*” means the tools, process and algorithms for determining Networks performance and the frequency of the measurement.

2.4 “*Objective*” means the applicable Performance Metric for the respective SLA provided in Section 3 SiFi Performance Metrics .

2.5 “*Service Credit*” means the amount SiFi owes to City when the respective Objective is not met for that month. The amount of any Service Credit shall be calculated as set forth in Section 3. Undisputed Service Credits shall be paid to City by SiFi after a monthly invoice issued to City by SiFi.

2.5.1 City will not receive Service Credits for any Service interruption or other transmission problem (including, without limitation, any inability of SiFi to maintain Performance Metrics commitments contained herein) that is in whole or in part caused by or attributed to City. SiFi will nevertheless use its reasonable efforts to seek a prompt resumption of Service and/or resolution of transmission problems in those circumstances where such efforts have a reasonable likelihood of promptly achieving the cited results.

2.5.2 In the event that Service Credits are issued for missing Network Core Average Availability Objectives, Service Credits shall not be issued for missing Network Drop Average Availability Objectives for the same reporting month.

2.5.3 Reserved.

2.5.4 Service Credits expressed as a percent of “Services affected”, “recurring charges”, etc. refer to amount to City by SiFi unless otherwise explicitly stated.

2.6 “Business hours” means 8:00 AM to 5:00 PM local time in the state the Network is primarily located on a Business Day. “Business Day”, “Working Day” means Monday through Friday, excluding public holidays recognized in the state the Network is primarily located within.

2.7 “Outage” means Service(s) is/are interrupted such that there is a loss of continuity (unable to transmit or receive traffic to the city facility), or when SiFi agrees that Service is unfit or unavailable for use.

2.7.1 The following are excluded from Outages:

- Failure of components for which City is responsible and are therefore not part of the Network.

- Time that corrections cannot be made because the City, or access to the facilities necessary for making the repair, are inaccessible as a result of Force Majeure or the acts or omissions of third-party providers.
- Problems caused by City negligence or misconduct, or by the negligence or misconduct of others authorized by the City.
- problems resolved as "No Trouble Found".
- Scheduled network upgrades and maintenance periods. The upgrades and maintenance will be scheduled when customer services are impacted minimally, typically between 12 AM to 6 AM local time. Furthermore, SiFi will notify the City of such scheduled upgrades or maintenance periods as per 3.4.7.
- Circumstances defined in Clause 2.5 or in Section 8.2 of the Main Agreement Body.
- Due to Force Majeure.

2.8 "Outage Duration" is the time in minutes that an Outage has occurred. An Outage begins when City notifies SiFi NOC and SiFi NOC opens a trouble ticket and ends when service has been restored.

2.9 "Availability" means time the Network is available for service. Network Average Availability is measured performance of the Network. Even though the Network Core delivers 99.999% Network Average Availability, City is not assured 99.999% availability unless its equipment is appropriately configured and connected over redundant paths to the Network.

Network Average Availability is:

$$1 - \left[\frac{\sum \text{Network_outage_durations}}{\text{Total_Available_Time}} \right] \times 100$$

Sum of Network_outage_durations = the total of the outage time, in minutes, of all Customers' Services in service affected by network outages during the reporting calendar month.

Total_Available_Time = (number of Services in service on the last day of the calendar month preceding the reporting month) * ((days in the reporting calendar month) * (minutes per day)).

2.10 "Installation" means SiFi will provide Committed Due Dates for installation of Future Demand Points in less than or equal to the intervals from order date as shown below.

For pre-configured Services to City Demand Points

- Service has been previously installed, no truck roll required: Ten (10) business days
- Service has been previously installed, truck roll required: Ten (10) business days
- Full install fiber and NTE installation is required: Ten (10) business days

2.10.1 A delayed installation credit will not be applied under the following circumstances:

- Installation is delayed at City's request.
- Installation is delayed with the approval of City.
- SiFi has not been given necessary access to facilities required for installation or City is not ready or not available to accept the Service until after the committed due date.
- City facilities are unsuitable or unfit for installation
- SiFi has:
 - made reasonable efforts to consult with the appropriate City (or such other contact specified by City) by telephone; and
 - taken such further reasonable and prudent actions in an attempt to make installation as City may direct in the course of such consultation.
 - If SiFi's reasonable efforts to consult with City as required above are unsuccessful, SiFi shall notify City of the reason for the delay as soon as reasonably possible.

2.11 For installations, SiFi will:

- Attempt to contact City prior to the scheduled appointment
- twenty-four (24) hours prior (up to 2 attempts)
- 30 minutes prior to the schedule appointment
- Arrive on site at City premises within the appointment window
- Install Service(s) as ordered and update City status within one (1) business day after the installation.

2.12 (Reserved)

2.13 "Repair and/or Maintenance at the Customer Demand Points" means that a SiFi technician or SiFi sub-contractor visits the City's Demand Point to perform needed, requested and scheduled work on Services and associated Network Elements, or in other words the ONT

For Repair and Maintenance visits, SiFi will:

- Attempt to contact City prior to the scheduled appointment
- twenty-four (24) hours prior (up to 2 attempts)
- 30 minutes prior to the schedule appointment
- Arrive on site at City premises within the appointment window
- Repair Service(s) as ordered
- Update City's order status within 1 business day after the installation

Any Repair and/or Maintenance at the City Premises that do not take place in accordance with the foregoing requirements will be performed in a reasonable timeframe and in a reasonable manner, taking into consideration the relevant circumstances.

- 2.14** SiFi will provide a sufficient number of qualified staff to answer and respond to all technical support calls and direct trouble ticket system inputs from City to meet the Objectives. The Performance Metrics specify Objectives that include: (1) the target time for answering/responding to calls, and (2) the percentage of calls that shall meet the target.

SiFi telephone support and trouble ticket system shall be available twenty-four (24) hours a day, three hundred and sixty-five (365) days a year. During normal Business Hours, SiFi shall accept calls from City on all topics. Outside of normal Business Hours, SiFi shall respond to calls relating to Network and Service defects.

The target time or duration is measured from the time City's telephone call enters SiFi's help desk routing queue until the time City speaks to a technician who is capable of resolving the trouble or answering the question.

- 2.15** "*Mean Time to Repair (MTTR)*" means the average time of the actual repair needed to restore Services. MTTR is measured in each reporting calendar month.

Number of Outages = Count of Outages less Outage Exclusions

MTTR is calculated as follows:
$$\left(\frac{\sum \text{Outage Durations}}{\text{Number of Outages}} \right)$$

A separate MTTR is calculated for each Incident Priority Level. The MTTR is measured in hours, days.

- 2.16** Incident Priority Level is the measure of the severity of an incident as determined by SiFi in its sole but reasonable discretion based on the impact and urgency of the incident or by the Class of Service for each Demand Point as identified in Annex IV. The Incident Priority Level determines the Incident Response Window, the Communication and Escalation Intervals, and the Expected Time to Repair (ETTR) of an incident

The Incident Response Window is time allowed under the specific SLA to begin repair service as dictated by the incident priority.

Communication Interval is the interval between incident status updates provided to City. The communication interval begins when the incident is first reported to SiFi and ends when service is repaired or restored.

Escalation interval is the interval after which an incident can be escalated to the next level of visibility within SiFi. The purpose of escalating an incident is to raise awareness

of the incident to proper levels of management in order that the proper resources may be appropriated where necessary in order to ensure the Expected Time to Resolution objectives are met.

Expected Time to Repair (ETTR) is the maximum expected duration of an outage, based on incident priority

The timing of activities associated with incident management are determined by the incident priority as follows:

Incident Priority	Timing of Actions			
	Response Window	Communication Interval	Escalation Interval	ETTR
0. Severe	15 minutes	Continuous	2 hours	4 hours
1. Critical	15 minutes	Continuous	6 hours	12 hours
2. High	1 hour	4 hours	12 hours	1 Business Day
3. Medium	4 hours	1 Business Day	24 hours	2 Business Days
4. Low	1 Business Day	Upon request	1 Business Day	3 Business Days

The following table lists the Incident Priority Level for the specified SLA tiers for Smart City services, as indicated in Annex II:

SLA level	Incident Priority Level
Bronze	4.Low
Silver	3.Medium
Gold & Platinum	2.High

The following table lists the Incident Priority Level for the Network for select types of outage or event:

Event Description	Incident Priority Level
Service disruption for >50% of Network	1. Critical
Service disruption for 25-50% of the Network	2. High
Service disruption for 10-25% of the Network	3. Medium

2.17 SiFi will strive to resolve trouble tickets as quickly as possible. The Direct Measures of Quality (DMOQs) addressing this are the percentage of service outage trouble tickets that are resolved within either one or two days – the concern being those that remain open for longer periods. This metric has two measures: (1) the total number of

occurrences, and (2) the corresponding percentage that the total number reflects. SLA Response Window and Repair Time are defined in Section 2.16.

DMOQ Period = 24 hours or 48 hours, depending on the metric

The percentage is calculated as follows:

$$\left(\frac{\left(\sum \text{trouble tickets resolved in a calendar month within (1) 24 hrs, or (2) 48 hrs} \right)}{\text{Total number of trouble tickets in the calendar month}} \right) \times 100$$

3 SiFi PERFORMANCE METRICS

	Performance Metrics	Objective	Description	Measurement Method	Service Credit
3.1	Network Availability				
3.1.1	Network Core - Average Availability	99.99% available	See Section 2.9	See Section 2.9	For each reporting month in which the Network fails to achieve the Network Average Availability Objective, SiFi will issue a Service Credit to City for an amount equal to 5% of the Service Credit for Services impacted by outages.
3.3	Installation				
3.3.1	On-time installation	95% of all installations shall meet Committed Installation Due Dates	See Section 2.10	See Section 2.10	Each month that SiFi fails to meet the Objective by the amount indicated below, SiFi will issue the following Service Credit to the Customer: (1) Below 96% but not below 90% then one month of the Service Credit (defined below) for incidents that miss the Committed Due date; (2) Below 90% then two months Service Credit (defined below) for incidents which miss the Committed Due date.
3.4	Service Metric				
3.4.1	Technical Support Response Time	85% of City's telephone calls (for installation and/or maintenance) connected to SiFi's Network Operations Center within 5 minutes.	See Section 2.14	See Section 2.14	Not applicable

	Performance Metrics	Objective	Description	Measurement Method	Service Credit
3.4.2	Technical Support Resolution Notification to City	100% of City's trouble ticket resolution (i.e., ticket closed) will be notified to SP within 30 minutes of a ticket being closed via an agreed upon notification method.	See Section 2.14	See Section 2.14	Not applicable
3.4.3	Mean Time to Repair Service Outage	Mean Time to Repair shall not exceed the times specified in the SLAs.	See Section 2.15	See Section 2.15	Not applicable
3.4.4	% Trouble Tickets Resolved > 24 Hours	Less than five percent (< 5%)	See Section 2.16	See Section 2.16 DMOQ Period – 24 hours	Not applicable
3.4.5	% Trouble Tickets Resolved > 48 Hours	Less than three percent (< 3%)	See Section 2.16	See Section 2.16 DMOQ Period – 48 hours	Not applicable
3.4.6	Missed Appointments	Total number of times a SiFi technician failed to keep a scheduled appointment with any City within the appointment window to be 0.	See Section 2.10	Incidents of missed appointment windows counted each reporting calendar month.	In the event SiFi fails to appear at a City's Premises for a scheduled installation or repair/maintenance appointment within the appointment window, SiFi will issue the City a Service Credit for one month of the Service Credit for each connection with an incident which misses the appointment window
3.4.7	Notification of Scheduled Network	100% Notification to City contacts via	Notification of Scheduled Network	Number of times scheduled network upgrades or	Not applicable

	Performance Metrics	Objective	Description	Measurement Method	Service Credit
	Upgrade or Maintenance	electronic mail or other agreed upon method five (5) days in advance the scheduled event	Upgrade or Maintenance	maintenance impacting City' Services occur during a calendar month. Without notification	
3.4.8	Notification of Unscheduled Upgrade, Maintenance event	100% Notification to City contacts via electronic mail or other agreed upon method within ten (10) minutes of the start of an unscheduled event	Notification of Unscheduled Upgrade, Maintenance event trouble ticket number	Number of times unscheduled network upgrades or maintenance impacting City Services occur during a calendar month. Without notification in ten (10) minutes of the start of the unscheduled event	Not applicable

4 SLA's associated with Wholesale Standard Services

- 4.1 **Silver SLA.** Contended (PON-based), non-diverse, Smart City Services have a service level of Silver SLA. In these cases, Silver SLA is applicable to the Network Core Average Availability Metric for all sections of the SiFi core network. The fiber circuit from the Core OLT to the City Premises ONT is an un-diverse point to point fiber link and therefore no Network Edge Average Availability SLA applies to any services with a Silver SLA. Outages and significant service degradation to Silver SLA services are assigned an Incident Priority Level of 3.Medium.
- 4.2 **Gold SLA.** Dark Fiber or Dedicated (Ethernet L2), non-diverse, Smart City Services have a service level of Gold SLA. In these cases, Gold SLA is applicable to the Network Core Average Availability Metric for all sections of the SiFi core network. The fiber circuit from the Core OLT to the City Premises ONT is an un-diverse point to point fiber link and therefore no Network Edge Average Availability SLA applies to any services with a Gold SLA. Outages and significant service degradation to Gold SLA services are assigned an Incident Priority Level of 2.High.
- 4.3 **Platinum SLA.** Diversely fed Smart City Services have a service level of Platinum SLA. In these cases, Platinum SLA is applicable to the Network Core Average Availability Metric for all sections of the SiFi core network. The fiber circuits from the Core OLTs to the City Premises ONTs is via two, diverse, point-to-point fiber links and therefore a Network Edge Average Availability SLA of 99.99% applies to all services with a Platinum SLA. Outages and significant service degradation to Platinum SLA services are assigned an Incident

Priority Level of 2.High. Note that failures are only considered Outages (and hence Service Credits are only applicable) if the service is unavailable (ie BOTH diverse links have failed).

Annex II – Basic Services

Smart City Services

The City shall receive from SiFi the Services it selects from among the Services identified in the table below and New Services it may add to the Agreement as provided for in Annex III. These services will enable City to utilize applications from other technology providers to enable enhanced communications and data collection to allow the City to be more efficient, sustainable, and resilient.

Example uses of the types of Smart City applications the City may deploy efficiently because of the Services it will receive from SiFi are:

- Sensors collecting data from traffic light control boxes, parking meters, bus stops, environmental sensors, and CCTV
- Point to Point connections between City buildings
- Remote location connections for users of the City IT Network
- Connections to the city (private bank exchange) PBX telephone network to provide private voice call between the City and City employees.

The Services the City will receive from SiFi with respect to each Demand Point are categorised by delivery mechanism (PON vs Dark Fiber), service type (Layer 1 point-to-point, Layer 2 private VLAN, or Internet) and diversity (single or dual feeds) and identified in Annex IV.

In the case of PON services, it is possible to mix services over the same delivery mechanism (i.e., have a single ONT with an internet connection on one port and a private VLAN service on another port).

Service	Delivery	Service	Diversity	SLA
Smart City Contended Internet Service	PON	Internet	Single	Silver
Smart City Contended VLAN Service	PON	Private VLAN	Single	Silver
Smart City Diverse Internet Service	PON	Internet	Dual	Platinum
Smart City Diverse VLAN Service	PON	Private VLAN	Dual	Platinum
Smart City Dark Fiber Service	Pair of SMF	Dark Fiber	Single	Gold
Smart City Diverse Dark Fiber Service	Pair of SMF	Dark Fiber	Dual	Platinum

Smart City Contended Internet Service

The City receives service delivered over a PON network and traffic is handed off to an ISP from a single street cabinet and single ONT and single building entry point, with ONT installed inside the building.

- Single PON circuit termination on a SiFi-supplied ONT.
- Variable data rates available from 10Mbps – 10Gbps.
- Contended service. Smart city traffic has higher priority over equivalent residential PON services.
- Virtual LAN termination at selected ISP.
- 1000BASE-T or 10GBASE-T handoff.
- SLAs per Section 2.16 above, at Silver tier (no availability guarantees).

Smart City Contended VLAN Service

The City receives service delivered over a PON network and L2 traffic is switched via a virtualized private L2 service to all other City-designated points on SiFi's network. Connection is via a single street cabinet and single ONT and single building entry point, with ONT installed inside the building.

- Single PON circuit termination on a SiFi-supplied ONT.
- Variable data rates available from 10Mbps – 10Gbps.
- Contended service. Smart city traffic has higher priority over equivalent residential PON services.
- Private Virtual LAN (L2) service.
- 1000BASE-T or 10GBASE-T handoff.
- SLAs per Section 2.16 above, at Silver tier (no availability guarantees).

Smart City Diverse Internet Service

The City receives service delivered over a PON network and traffic is handed off to an ISP from two geographically diverse street cabinets via geographically diverse routes. Two ONTs are supplied, fed from dual, separate building entries. ONTs are installed inside the building.

The diverse links are active/active and may be used in parallel. City must supply its own routers and manage link selection.

- Diverse (dual) PON circuit termination on two SiFi-supplied ONTs.
- Variable data rates available from 10Mbps – 10Gbps.
- Contended service. Smart city traffic has higher priority over equivalent residential PON services.
- Virtual LAN termination at selected ISP.
- 1000BASE-T or 10GBASE-T handoff.
- SLAs per Section 2.16 above, at Platinum tier (99.99% availability SLA).

Smart City Diverse VLAN Service

The City receives service delivered over a PON network and L2 traffic is switched via a virtualized private L2 service to all other City-designated points on SiFi's network. Connection is from two geographically diverse street cabinets via geographically diverse routes.

Two ONTs are supplied, fed from dual, separate building entries. ONTs are installed inside the building.

The diverse links are active/active and may be used in parallel.

The City must supply their own routers and manage link selection.

- Diverse (dual) PON circuit termination on two SiFi-supplied ONTs.
- Variable data rates available from 10Mbps – 10Gbps.
- Contended service. Smart city traffic has higher priority over equivalent residential PON services.
- Private Virtual LAN (L2) service.
- 1000BASE-T or 10GBASE-T handoff.
- No service reporting.
- SLAs per Section 2.16 above, at Platinum tier (99.99% availability SLA).

Smart City Dark Fiber Service

SiFI provides a dedicated pair of Single Mode Fibers to the City, spliced between any two City designated facilities.

- Single G652 or G657 SMF dark-fiber duplex circuit terminating inside City building.
- City supplies all client-side active equipment.
- Handoff: Connectorized wall box or rack mounted splice tray.
- SLAs per Section 2.16 above, at Platinum tier (99.99% availability SLA).

Smart City Diverse Dark Fiber Service

SiFI provides two dedicated pairs of Single Mode Fibers to the City, spliced between any two City designated facilities, such that each pair takes a diverse route through the city.

- Diverse (dual) G652 or G657 SMF duplex dark-fiber circuits terminating inside City building.
- City supplies all client-side active equipment.
- Handoff: Connectorized wall box or rack mounted splice tray.
- SLAs per Section 2.16 above, at Platinum tier (99.99% availability SLA).

Annex III – Change Management-

Change Management Process	The procedure applying to Changes as set out in Annex III of this Agreement.
Change Request	Any written request for a Change raised by one of the Parties as set out in this Annex III.
End of Life	The date on which the manufacturer stops the further development of a Network Element and only provides limited support.
End of Support	The date on which a Network Element is no longer supported by the respective manufacturer.
Maintained Product	A product developed and supplied by SiFi or a Third Party and being subject to maintenance by SiFi.
Network	City's network infrastructure which the City has a right to use.
Network Element	Any individual unit of equipment or logically manageable units of equipment which is/are part of City's network infrastructure.
New Services	Any Services not being Basic Services as set out in Annex II of this Agreement which shall be ordered by City on a case-by-case basis.
New Technologies	A technology that did not exist on the Effective Date.
Third Party	Any supplier other than SiFi having entered into a contractual agreement with City or with SiFi.

1.1 The City may request Changes to the Services at any time and submit such request for decision according to the Change Management Process.

1.1.2 The Change Management Process is described in this Annex III – Change Management.

1.1.3 No Change Request shall be binding, unless finally agreed between the Parties in writing and duly signed by their authorized representatives, including but not limited to an agreement about the impact on the Fees related to such Change.

1.2 *New Services.*

1.2.1 The Parties acknowledge that the Network and the Services shall evolve and be modified, enhanced or supplemented as reasonably necessary over time in order to anticipate or respond to changes in the market and technology, improvement in the methods or processes for delivery of the Services and changes, improvements and innovations in the services and products City is providing to its residents and businesses.

1.3 Process.

1.3.1 Any Change to Services or any New Services shall be agreed upon through the Change Management Process as described in this Annex.

1.3.2 The following shall be considered as a Change to the Services or as New Services:

- (a) any introduction of New Technology or new devices in the Network; the introduction of Network Elements from vendors not yet in the scope of the Agreement, or Network Elements from an existing Third-Party vendor but different from that Third Party vendor's Maintained Products;
- (b) any additional Services currently not in the Scope of this Agreement;
- (c) any extension or downsizing of the Network;
- (d) any new services offered;
- (e) any change to the operational or business-related processes of City that involves use of SiFi's network;
- (f) any change in the deployment or location of Network Elements resulting in a significant impact on SiFi's' ability to provide the Services;
- (g) any planned maintenance extensions for which the Third-Party vendor has previously issued an End of Support/End of Life notification;
- (h) any modification of agreed or forecasted volumes of Services;
- (i) any extension of the Services outside the agreed territory.

1.3.3. The Parties shall agree upon the impact of any Change or New Services on the agreed Fees as set out in this Annex. If the Parties, after following the escalation process as set out in Section 7, cannot agree upon such potential adjustment of the Fees, if applicable, within a timeframe of 1 (one) month as from the initiation of these discussions, each Party may submit this topic to the dispute resolution process as set out in Section 7 of this Agreement. No New Services shall be part of the Scope of this Agreement, unless agreed between the Parties in writing as an amendment to this Agreement. In no event so long as both Leases are in full force and effect, shall any Changes or New Services require the City to pay an MRC or other fee for the Initial Demand Points.

ANNEX IV - INITIAL DEMAND POINT LOCATIONS

Annex IV - Demand Points -Complete List

City Property	#	Address	Delivery/Services/ Diversity/SLA
Farmington Hills Facilities & Properties			
City Hall MDF	1	31555 W. 11 Mile Road	PON, Private V-Lan, Dual, Platinum
City Hall 2nd connection	2	31555 W. 11 Mile Road	PON, Private V-Lan, Dual, Platinum
City Hall Campus Police MDF	3	31655 W. 11 Mile Road	PON, Private V-Lan, Dual, Platinum
City Hall Campus Police Fuel Station	4	31655 W. 11 Mile Road	PON, Private V-Lan, Single, Silver
City Hall Campus Police EV Charging Station	5	31655 W. 11 Mile Road	PON, Private V-Lan, Single, Silver
City Hall Campus FDHQ #5 MDF	6	31455 W. 11 Mile Road	PON, Private V-Lan, Dual, Platinum
City Hall Campus 47th MDF	7	31605 W. 11 Mile Road	PON, Private V-Lan, Dual, Platinum
City Hall 11 Mile Sign/smart pole	8	31555 W. 11 Mile Road	PON, Private V-Lan, Single, Silver
City Hall Orchard Lake Sig/smart pole	9	31555 W. 11 Mile Road	PON, Private V-Lan, Single, Silver
City Hall EV Charging Station	10	31555 W. 11 Mile Road	PON, Private V-Lan, Single, Silver
FD Station #1 MDF	11	35725 9 Mile Road	PON, Private V-Lan, Dual, Platinum
FD Station #1 Signage/smart pole	12	35725 9 Mile Road	PON, Private V-Lan, Single, Silver
FD Station #2 MDF	13	28225 Middlebelt Road	PON, Private V-Lan, Dual, Platinum
FD Station #2 signage/pole	14	28225 Middlebelt Road	PON, Private V-Lan, Single, Silver
FD Station #3 MDF	15	29260 Grandriver	PON, Private V-Lan, Dual, Platinum
FD Station #3 MDF & signage/pole	16	29260 Grandriver	PON, Private V-Lan, Single, Silver
FD Station #4 MDF	17	28711 Drake Road	PON, Private V-Lan, Dual, Platinum
FD Station #4 Signage/pole	18	28711 Drake Road	PON, Private V-Lan, Single, Silver
Longacre MDF	19	24705 Farmington Road	PON, Private V-Lan, Dual, Platinum
Ice Arena MDF	20	35500 8 Mile Road	PON, Private V-Lan, Dual, Platinum
Ice Arena 8 Mile signage/smart pole	21	35500 8 Mile Road	PON, Private V-Lan, Single, Silver
Ice Arena EV Charging Station	22	35500 8 Mile Road	PON, Private V-Lan, Single, Silver
Ice Arena EV Charging Station	23	35500 8 Mile Road	PON, Private V-Lan, Single, Silver
Skate Park smart pole/camera	24	35500 8 Mile Road	PON, Private V-Lan, Single, Silver
Founders Park Shack South	25	35500 8 Mile Road	PON, Private V-Lan, Single, Silver
Founders Park Shack North	26	35500 8 Mile Road	PON, Private V-Lan, Single, Silver
Founders Park Smart Lighting	27	35500 8 Mile Road	PON, Private V-Lan, Single, Silver
Heritage Park Nature Center	28	24915 Farmington Road	PON, Private V-Lan, Dual, Platinum
Heritage Splash Pad & Pavilion	29	24915 Farmington Road	PON, Private V-Lan, Single, Silver
Heritage Park Nature Center Barn	30	24915 Farmington Road	PON, Private V-Lan, Single, Silver
Heritage Park Archery Range	31	24915 Farmington Road	PON, Private V-Lan, Single, Silver
Heritage Park Smart sign/light pole	32	24915 Farmington Road	PON, Private V-Lan, Single, Silver

Annex IV - Demand Points -Complete List

City Property	#	Address	Delivery/Services/ Diversity/SLA
Heritage Park Smart signlight pole	33	24915 Farmington Road	PON, Private V-Lan, Single, Silver
Heritage Park Smart Lighting	34	24915 Farmington Road	PON, Private V-Lan, Single, Silver
Heritage Park Smart Lighting	35	24915 Farmington Road	PON, Private V-Lan, Single, Silver
Heritage Park Smart Lighting	36	24915 Farmington Road	PON, Private V-Lan, Single, Silver
Heritage Park EV Charging Station	37	24915 Farmington Road	PON, Private V-Lan, Single, Silver
Heritage Park EV Charging Station	38	24915 Farmington Road	PON, Private V-Lan, Single, Silver
Costick Center MDF	39	28600 W. 11 Mile Road	PON, Private V-Lan, Dual, Platinum
Costick Center 11 Mile sign/smart pole	40	28600 W. 11 Mile Road	PON, Private V-Lan, Single, Silver
Costick Center 11 Mile EV charging station	41	28600 W. 11 Mile Road	PON, Private V-Lan, Single, Silver
Parks & Golf Maintenance Bldg. MDF	42	38111 Interchange	PON, Private V-Lan, Dual, Platinum
Parks & Golf Maintenance Bldg. EV Charging	43	38111 Interchange	PON, Private V-Lan, Single, Silver
Parks & Golf Range	44	37777 Eleven Mile Ct.	PON, Private V-Lan, Single, Silver
Parks & Golf Pro Shop	45	37777 Eleven Mile Ct.	PON, Private V-Lan, Dual, Platinum
Hawk MDF	46	29995 12 Mile Road	PON, Private V-Lan, Dual, Platinum
Hawk 3rd Floor Use	47	29995 12 Mile Road	PON, Private V-Lan, Dual, Platinum
Hawk 12 Mile 29995 12 Mile sign/smart pole	48	29995 12 Mile Road	PON, Private V-Lan, Single, Silver
Hawk Stadium	49	29995 12 Mile Road	PON, Private V-Lan, Single, Silver
Hawk Smart Lighting	50	29995 12 Mile Road	PON, Private V-Lan, Single, Silver
Hawk Smart Lighting	51	29995 12 Mile Road	PON, Private V-Lan, Single, Silver
Hawk Smart sign/pole East	52	29995 12 Mile Road	PON, Private V-Lan, Single, Silver
Hawk Smart sign/pole West	53	29995 12 Mile Road	PON, Private V-Lan, Single, Silver
Hawk EV Charging Station	54	29995 12 Mile Road	PON, Private V-Lan, Single, Silver
Hawk EV Charging Station	55	29995 12 Mile Road	PON, Private V-Lan, Single, Silver
FH DPW MDF	56	27245 Halsted Road	PON, Private V-Lan, Dual, Platinum
FH DPW Halsted sign/smart pole	57	27245 Halsted Road	PON, Private V-Lan, Single, Silver
FH DPW EV Charging	58	27245 Halsted Road	PON, Private V-Lan, Single, Silver
FH DPW EV Charging	59	27245 Halsted Road	PON, Private V-Lan, Single, Silver
FH DPW EV Charging	60	27245 Halsted Road	PON, Private V-Lan, Single, Silver
FH DPW EV Charging	61	27245 Halsted Road	PON, Private V-Lan, Single, Silver
William Grace Dog Park smart pole/cameras	62	29040 Shiawassee Road	PON, Private V-Lan, Single, Silver
Woodland Hills Park smart pole/cameras	63	26655 Farmington Road	PON, Private V-Lan, Single, Silver
Olde Town Park smart pole/cameras	64	28530 Independence Street	PON, Private V-Lan, Single, Silver
Pioneer Park smart pole/camera	65	29885 Farmington Road	PON, Private V-Lan, Single, Silver

Annex IV - Demand Points -Complete List

City Property	#	Address	Delivery/Services/ Diversity/SLA
12 Mile & Rollcrest PRV	66	30065 Twelve Mile Road West	PON, Private V-Lan, Single, Silver
13 Mile & Drake PRV	67	35680 Thirteen Mile Road	PON, Private V-Lan, Single, Silver
13 Mile & Northwestern Lift Station	68	28490 Thirteen Mile Road West	PON, Private V-Lan, Single, Silver
14 Mile & Middlebelt (WRC PRV fed by FT-08)	69	32497 Middlebelt Road	PON, Private V-Lan, Single, Silver
33730 W. 9 Mile Water Booster Station	70	33730 Nine Mile Road West	PON, Private V-Lan, Single, Silver
FA-01 - 8 Mile & Farmington Meter Pit	71	20750 Farmington Road	PON, Private V-Lan, Single, Silver
9 Mile & Drake PRV	72	35401 Nine Mile Road West	PON, Private V-Lan, Single, Silver
9 Mile EQ Basin	73	32000 Nine Mile Road	PON, Private V-Lan, Single, Silver
Bayberry Control (Flow Regulator) Site	74	34299 Twelve Mile Road West	PON, Private V-Lan, Single, Silver
Brookhill Lift Station	75	28059 Statler Lane	PON, Private V-Lan, Single, Silver
Chesley Lift Station	76	20801 Farmington Road	PON, Private V-Lan, Single, Silver
Farmington Hills Gateway Signage East	77	Orchard Lake over 696	PON, Private V-Lan, Single, Silver
Farmington Hills Gateway Signage West	78	Orchard Lake over 696	PON, Private V-Lan, Single, Silver
Farmington Hills Intersections			
N/S Road		E/W Road	
Halsted	79	10/ Grand River	PON, Private V-Lan, Single, Silver
Middlebelt	80	Nwestern	PON, Private V-Lan, Single, Silver
Grand River	81	8 Mile	PON, Private V-Lan, Single, Silver
Middlebelt	82	Grand River	PON, Private V-Lan, Single, Silver
Nwestern	83	13 Mile	PON, Private V-Lan, Single, Silver
Inkster	84	Nwestern	PON, Private V-Lan, Single, Silver
Orachard Lake	85	Ludden	PON, Private V-Lan, Single, Silver
Orchard Lake	86	14 Mile	PON, Private V-Lan, Single, Silver
Haggerty	87	8 Mile	PON, Private V-Lan, Single, Silver
Nwestern	88	14 Mile	PON, Private V-Lan, Single, Silver
Orchard Lake	89	12 Mile	PON, Private V-Lan, Single, Silver
Middlebelt	90	8 Mile	PON, Private V-Lan, Single, Silver
Farmington	91	8 Mile	PON, Private V-Lan, Single, Silver
Orchard Lake	92	8 Mile	PON, Private V-Lan, Single, Silver
Orchard Lake	93	13 Mile	PON, Private V-Lan, Single, Silver
Haggerty	94	12 Mile	PON, Private V-Lan, Single, Silver
Middlebelt	95	12 Mile	PON, Private V-Lan, Single, Silver
Inkster	96	8 Mile	PON, Private V-Lan, Single, Silver

Annex IV - Demand Points -Complete List

City Property	#	Address	Delivery/Services/ Diversity/SLA
Farmington	97	12 Mile	PON, Private V-Lan, Single, Silver
Halsted	98	8 Mile	PON, Private V-Lan, Single, Silver
Orchard Lake	99	11 Mile	PON, Private V-Lan, Single, Silver
Gill	100	8 Mile	PON, Private V-Lan, Single, Silver
Drake	101	Grand River	PON, Private V-Lan, Single, Silver
Drake	102	12 Mile	PON, Private V-Lan, Single, Silver
Haggerty	103	Grand River	PON, Private V-Lan, Single, Silver
Haggerty	104	14 Mile	PON, Private V-Lan, Single, Silver
Orchard Lake	105	10 Mile	PON, Private V-Lan, Single, Silver
Farmington	106	14 Mile	PON, Private V-Lan, Single, Silver
Haggerty	107	10 Mile	PON, Private V-Lan, Single, Silver
Inkster	108	12 Mile	PON, Private V-Lan, Single, Silver
Middlebelt	109	11 Mile	PON, Private V-Lan, Single, Silver
Haggerty	110	9 Mile	PON, Private V-Lan, Single, Silver
Middlebelt	111	13 Mile	PON, Private V-Lan, Single, Silver
Halsted	112	12 Mile	PON, Private V-Lan, Single, Silver
Middlebelt	113	10 Mile	PON, Private V-Lan, Single, Silver
Drake	114	14 Mile	PON, Private V-Lan, Single, Silver
Farmington	115	9 Mile	PON, Private V-Lan, Single, Silver
Middlebelt	116	Shiawassee	PON, Private V-Lan, Single, Silver
Haggerty	117	13 Mile	PON, Private V-Lan, Single, Silver
Farmington	118	13 Mile	PON, Private V-Lan, Single, Silver
Middlebelt	119	9 Mile	PON, Private V-Lan, Single, Silver
Middlebelt	120	14 Mile	PON, Private V-Lan, Single, Silver
Halsted	121	14 Mile	PON, Private V-Lan, Single, Silver
Halsed	122	9 Mile	PON, Private V-Lan, Single, Silver
Inkster	123	11 Mile	PON, Private V-Lan, Single, Silver
Inkster	124	10 Mile	PON, Private V-Lan, Single, Silver
Inkster	125	13 Mile	PON, Private V-Lan, Single, Silver
Drake	126	13 Mile	PON, Private V-Lan, Single, Silver
Halsted	127	11 Mile	PON, Private V-Lan, Single, Silver
Halsted	128	13 Mile	PON, Private V-Lan, Single, Silver
Inkster	129	9 Mile	PON, Private V-Lan, Single, Silver

Annex IV - Demand Points -Complete List

City Property	#	Address	Delivery/Services/ Diversity/SLA
Power	130	10 Mile	PON, Private V-Lan, Single, Silver
Inkster	131	14 Mile	PON, Private V-Lan, Single, Silver
Drake	132	11 Mile	PON, Private V-Lan, Single, Silver
Drake	133	9 Mile	PON, Private V-Lan, Single, Silver
Gill	134	9 Mile	PON, Private V-Lan, Single, Silver
Inkster	135	Shiawassee	PON, Private V-Lan, Single, Silver
Farmington	136	11 Mile	PON, Private V-Lan, Single, Silver
Farmington	137	10 Mile	PON, Private V-Lan, Single, Silver
Power	138	11 Mile	PON, Private V-Lan, Single, Silver
Farmington Facilities & Properties			
Farmington City Hall MDF	1	23600 Liberty Street	PON, Private V-Lan, Dual, Platinum
Farmington City Hall 2nd connection	2	23600 Liberty Street	PON, Private V-Lan, Dual, Platinum
Farmington City Hall sign/smart pole	3	23600 Liberty Street	PON, Private V-Lan, Single, Silver
Farmington DPW MDF	4	33720 W. 9 Mile Road	PON, Private V-Lan, Dual, Platinum
Farmington DPW sign/smart pole	5	33720 W. 9 Mile Road	PON, Private V-Lan, Single, Silver
Mason's Corner	6	23715 Farmington Road	PON, Private V-Lan, Single, Silver
Mason's Corner sign/smart pole	7	23715 Farmington Road	PON, Private V-Lan, Single, Silver
City of Farmington Riley Park	8	33113 Grand River	PON, Private V-Lan, Single, Silver
City of Farmington Riley Park sign/smart pole	9	33113 Grand River	PON, Private V-Lan, Single, Silver
City of Farmington Veterans Memorial	10	33430 Grand River Ave	PON, Private V-Lan, Single, Silver
City of Farmington Shiawassee Park #1	11	33515 Shiawassee	PON, Private V-Lan, Single, Silver
City of Farmington Shiawassee Park #2	12	33515 Shiawassee	PON, Private V-Lan, Single, Silver
City of Farmington Shiawassee Park #3	13	33515 Shiawassee	PON, Private V-Lan, Single, Silver
City of Farmington Shiawassee Park #4	14	33515 Shiawassee	PON, Private V-Lan, Single, Silver
City of Farmington Drake Park #1	15	23500 Drake Road	PON, Private V-Lan, Single, Silver
City of Farmington Drake Park #2	16	23500 Drake Road	PON, Private V-Lan, Single, Silver
City of Farmington Drake Park #3	17	23500 Drake Road	PON, Private V-Lan, Single, Silver
City of Farmington Womens Park	18	33630 Oakland	PON, Private V-Lan, Single, Silver
City of Farmington	19	34200 Grand River	PON, Private V-Lan, Single, Silver
City of Farmington	20	23644 Gill Road	PON, Private V-Lan, Single, Silver
DDA Wendy's Fountian	21	32830 Grand River	PON, Private V-Lan, Single, Silver
DDA Main Street @ Farmington	22	33111 Grand River	PON, Private V-Lan, Single, Silver
DDA Orchard Street Park	23	33213 Orchard Street	PON, Private V-Lan, Single, Silver

Annex IV - Demand Points -Complete List

City Property	#	Address	Delivery/Services/ Diversity/SLA
DDA Enterprise Park	24	23631 Farmington Road	PON, Private V-Lan, Single, Silver
9 Mile Water Booster Station	25	33730 W. 9 Mile Road	PON, Private V-Lan, Single, Silver
Water Storage Tank	26	24135 Locust Street	PON, Private V-Lan, Single, Silver
Twin Valley Lift Station	27	33260 Shiawassee	PON, Private V-Lan, Single, Silver
Chesley Lift Station	28	20800 Farmington	PON, Private V-Lan, Single, Silver
9 Mile EQ Basin	29	32000 W. 9 Mile Road	PON, Private V-Lan, Single, Silver
Flanders Park	30	no address 23-34-326-042	PON, Private V-Lan, Single, Silver
8 Mile & Farmington Meter Pit	31	20750 Farmington Road	PON, Private V-Lan, Single, Silver
Drake Road Meter Pit	32	35365 Grand River	PON, Private V-Lan, Single, Silver
Drake Road Mag Meter	33	35400 Grand River	PON, Private V-Lan, Single, Silver
Whittaker Meter Pit & PRV	34	Near 34635 Grand River	PON, Private V-Lan, Single, Silver
Shiawassee & Farmington PRV	35	33408 Shiawassee	PON, Private V-Lan, Single, Silver
Farmington Civic Theater	36	33332 Grand River	PON, Private V-Lan, Single, Silver
Warner Home	37	33805 Grand Rive Ave	PON, Private V-Lan, Single, Silver
Warner Home #2	38	33805 Grand River	PON, Private V-Lan, Single, Silver
Nottingwood Level Monitor Site	39	32122 Nottingwood	PON, Private V-Lan, Single, Silver
Old Farm Colony Lift Station	40	23401 Glencreek Drive	PON, Private V-Lan, Single, Silver
Peppermill Control (Flow Regulator) Site	41	28199 Bayberry	PON, Private V-Lan, Single, Silver
Reserve at Woodcreek Lift Station	42	28201 Westbrook Ct	PON, Private V-Lan, Single, Silver
Sarah Fisher Lift Station	43	27402 West Twelve Mile Road	PON, Private V-Lan, Single, Silver
Shiawassee & Farmington PRV	44	Shiawassee	PON, Private V-Lan, Single, Silver
Skye Drive Lift Station	45	25150 Skye Drive	PON, Private V-Lan, Single, Silver
Spring Valley Lift Station	46	38239 Spring Lane	PON, Private V-Lan, Single, Silver
Twin Valley Lift Station	47	33260 Shiawassee	PON, Private V-Lan, Single, Silver
Warner Mansion	48	33805 Grand River Ave	PON, Private V-Lan, Single, Silver
Williamsburg Lift Station	49	21015 Middlebelt Road	PON, Private V-Lan, Single, Silver
Willow Lane Lift Station	50	20870 Willow Lane	PON, Private V-Lan, Single, Silver

Annex IV - Demand Points -City Hall Campus

City Property	#	Address	Delivery/Services/ Diversity/SLA
Farmington Hills Facilities & Properties			
City Hall MDF	1	31555 W. 11 Mile Road	PON, Private V-Lan, Dual, Platinum
City Hall 2nd connection	2	31555 W. 11 Mile Road	PON, Private V-Lan, Dual, Platinum
City Hall Campus Police MDF	3	31655 W. 11 Mile Road	PON, Private V-Lan, Dual, Platinum
City Hall Campus Police Fuel Station	4	31655 W. 11 Mile Road	PON, Private V-Lan, Single, Silver
City Hall Campus Police EV Charging Station	5	31655 W. 11 Mile Road	PON, Private V-Lan, Single, Silver
City Hall Campus FDHQ #5 MDF	6	31455 W. 11 Mile Road	PON, Private V-Lan, Dual, Platinum
City Hall Campus 47th MDF	7	31605 W. 11 Mile Road	PON, Private V-Lan, Dual, Platinum
City Hall 11 Mile Sign/smart pole	8	31555 W. 11 Mile Road	PON, Private V-Lan, Single, Silver
City Hall Orchard Lake Sig/smart pole	9	31555 W. 11 Mile Road	PON, Private V-Lan, Single, Silver
City Hall EV Charging Station	10	31555 W. 11 Mile Road	PON, Private V-Lan, Single, Silver
FD Station #1 MDF	11	35725 9 Mile Road	PON, Private V-Lan, Dual, Platinum
FD Station #1 Signage/smart pole	12	35725 9 Mile Road	PON, Private V-Lan, Single, Silver
FD Station #2 MDF	13	28225 Middlebelt Road	PON, Private V-Lan, Dual, Platinum
FD Station #2 signage/pole	14	28225 Middlebelt Road	PON, Private V-Lan, Single, Silver
FD Station #3 MDF	15	29260 Grandriver	PON, Private V-Lan, Dual, Platinum
FD Station #3 MDF & signage/pole	16	29260 Grandriver	PON, Private V-Lan, Single, Silver
FD Station #4 MDF	17	28711 Drake Road	PON, Private V-Lan, Dual, Platinum
FD Station #4 Signage/pole	18	28711 Drake Road	PON, Private V-Lan, Single, Silver
Longacre MDF	19	24705 Farmington Road	PON, Private V-Lan, Dual, Platinum
Ice Arena MDF	20	35500 8 Mile Road	PON, Private V-Lan, Dual, Platinum
Ice Arena 8 Mile signage/smart pole	21	35500 8 Mile Road	PON, Private V-Lan, Single, Silver
Ice Arena EV Charging Station	22	35500 8 Mile Road	PON, Private V-Lan, Single, Silver
Ice Arena EV Charging Station	23	35500 8 Mile Road	PON, Private V-Lan, Single, Silver
Skate Park smart pole/camera	24	35500 8 Mile Road	PON, Private V-Lan, Single, Silver
Founders Park Shack South	25	35500 8 Mile Road	PON, Private V-Lan, Single, Silver
Founders Park Shack North	26	35500 8 Mile Road	PON, Private V-Lan, Single, Silver
Founders Park Smart Lighting	27	35500 8 Mile Road	PON, Private V-Lan, Single, Silver
Heritage Park Nature Center	28	24915 Farmington Road	PON, Private V-Lan, Dual, Platinum
Heritage Splash Pad & Pavilion	29	24915 Farmington Road	PON, Private V-Lan, Single, Silver

Annex IV - Demand Points -City Hall Campus

City Property	#	Address	Delivery/Services/ Diversity/SLA
Heritage Park Nature Center Barn	30	24915 Farmington Road	PON, Private V-Lan, Single, Silver
Heritage Park Archery Range	31	24915 Farmington Road	PON, Private V-Lan, Single, Silver
Heritage Park Smart sign/light pole	32	24915 Farmington Road	PON, Private V-Lan, Single, Silver
Heritage Park Smart signlight pole	33	24915 Farmington Road	PON, Private V-Lan, Single, Silver
Heritage Park Smart Lighting	34	24915 Farmington Road	PON, Private V-Lan, Single, Silver
Heritage Park Smart Lighting	35	24915 Farmington Road	PON, Private V-Lan, Single, Silver
Heritage Park Smart Lighting	36	24915 Farmington Road	PON, Private V-Lan, Single, Silver
Heritage Park EV Charging Station	37	24915 Farmington Road	PON, Private V-Lan, Single, Silver
Heritage Park EV Charging Station	38	24915 Farmington Road	PON, Private V-Lan, Single, Silver
Costick Center MDF	39	28600 W. 11 Mile Road	PON, Private V-Lan, Dual, Platinum
Costick Center 11 Mile sign/smart pole	40	28600 W. 11 Mile Road	PON, Private V-Lan, Single, Silver
Costick Center 11 Mile EV charging station	41	28600 W. 11 Mile Road	PON, Private V-Lan, Single, Silver
Parks & Golf Maintenance Bldg. MDF	42	38111 Interchange	PON, Private V-Lan, Dual, Platinum
Parks & Golf Maintenance Bldg. EV Charging	43	38111 Interchange	PON, Private V-Lan, Single, Silver
Parks & Golf Range	44	37777 Eleven Mile Ct.	PON, Private V-Lan, Single, Silver
Parks & Golf Pro Shop	45	37777 Eleven Mile Ct.	PON, Private V-Lan, Dual, Platinum
Hawk MDF	46	29995 12 Mile Road	PON, Private V-Lan, Dual, Platinum
Hawk 3rd Floor Use	47	29995 12 Mile Road	PON, Private V-Lan, Dual, Platinum
Hawk 12 Mile 29995 12 Mile sign/smart pole	48	29995 12 Mile Road	PON, Private V-Lan, Single, Silver
Hawk Stadium	49	29995 12 Mile Road	PON, Private V-Lan, Single, Silver
Hawk Smart Lighting	50	29995 12 Mile Road	PON, Private V-Lan, Single, Silver
Hawk Smart Lighting	51	29995 12 Mile Road	PON, Private V-Lan, Single, Silver
Hawk Smart sign/pole East	52	29995 12 Mile Road	PON, Private V-Lan, Single, Silver
Hawk Smart sign/pole West	53	29995 12 Mile Road	PON, Private V-Lan, Single, Silver
Hawk EV Charging Station	54	29995 12 Mile Road	PON, Private V-Lan, Single, Silver
Hawk EV Charging Station	55	29995 12 Mile Road	PON, Private V-Lan, Single, Silver
FH DPW MDF	56	27245 Halsted Road	PON, Private V-Lan, Dual, Platinum
FH DPW Halsted sign/smart pole	57	27245 Halsted Road	PON, Private V-Lan, Single, Silver
FH DPW EV Charging	58	27245 Halsted Road	PON, Private V-Lan, Single, Silver

Annex IV - Demand Points -City Hall Campus

City Property	#	Address	Delivery/Services/ Diversity/SLA
FH DPW EV Charging	59	27245 Halsted Road	PON, Private V-Lan, Single, Silver
FH DPW EV Charging	60	27245 Halsted Road	PON, Private V-Lan, Single, Silver
FH DPW EV Charging	61	27245 Halsted Road	PON, Private V-Lan, Single, Silver
William Grace Dog Park smart pole/cameras	62	29040 Shiawassee Road	PON, Private V-Lan, Single, Silver
Woodland Hills Park smart pole/cameras	63	26655 Farmington Road	PON, Private V-Lan, Single, Silver
Olde Town Park smart pole/cameras	64	28530 Independence Street	PON, Private V-Lan, Single, Silver
Pioneer Park smart pole/camera	65	29885 Farmington Road	PON, Private V-Lan, Single, Silver
12 Mile & Rollcrest PRV	66	30065 Twelve Mile Road West	PON, Private V-Lan, Single, Silver
13 Mile & Drake PRV	67	35680 Thirteen Mile Road	PON, Private V-Lan, Single, Silver
13 Mile & Northwestern Lift Station	68	28490 Thirteen Mile Road West	PON, Private V-Lan, Single, Silver
14 Mile & Middlebelt (WRC PRV fed by FT-08)	69	32497 Middlebelt Road	PON, Private V-Lan, Single, Silver
33730 W. 9 Mile Water Booster Station	70	33730 Nine Mile Road West	PON, Private V-Lan, Single, Silver
FA-01 - 8 Mile & Farmington Meter Pit	71	20750 Farmington Road	PON, Private V-Lan, Single, Silver
9 Mile & Drake PRV	72	35401 Nine Mile Road West	PON, Private V-Lan, Single, Silver
9 Mile EQ Basin	73	32000 Nine Mile Road	PON, Private V-Lan, Single, Silver
Bayberry Control (Flow Regulator) Site	74	34299 Twelve Mile Road West	PON, Private V-Lan, Single, Silver
Brookhill Lift Station	75	28059 Statler Lane	PON, Private V-Lan, Single, Silver
Chesley Lift Station	76	20801 Farmington Road	PON, Private V-Lan, Single, Silver
Farmington Hills Gateway Signage East	77	Orchard Lake over 696	PON, Private V-Lan, Single, Silver
Farmington Hills Gateway Signage West	78	Orchard Lake over 696	PON, Private V-Lan, Single, Silver
Farmington Hills Intersections			
N/S Road		E/W Road	
Halsted	79	10/ Grand River	PON, Private V-Lan, Single, Silver
Middlebelt	80	Nwestern	PON, Private V-Lan, Single, Silver
Grand River	81	8 Mile	PON, Private V-Lan, Single, Silver
Middlebelt	82	Grand River	PON, Private V-Lan, Single, Silver
Nwestern	83	13 Mile	PON, Private V-Lan, Single, Silver
Inkster	84	Nwestern	PON, Private V-Lan, Single, Silver
Orachard Lake	85	Ludden	PON, Private V-Lan, Single, Silver
Orchard Lake	86	14 Mile	PON, Private V-Lan, Single, Silver

Annex IV - Demand Points -City Hall Campus

City Property	#	Address	Delivery/Services/ Diversity/SLA
Haggerty	87	8 Mile	PON, Private V-Lan, Single, Silver
Nwestern	88	14 Mile	PON, Private V-Lan, Single, Silver
Orchard Lake	89	12 Mile	PON, Private V-Lan, Single, Silver
Middlebelt	90	8 Mile	PON, Private V-Lan, Single, Silver
Farmington	91	8 Mile	PON, Private V-Lan, Single, Silver
Orchard Lake	92	8 Mile	PON, Private V-Lan, Single, Silver
Orchard Lake	93	13 Mile	PON, Private V-Lan, Single, Silver
Haggerty	94	12 Mile	PON, Private V-Lan, Single, Silver

Annex IV - Demand Points -Fire Station #4

City Property	#	Address	Delivery/Services/ Diversity/SLA
Farmington Hills Intersections			
N/S Road		E/W Road	
Middlebelt	1	12 Mile	PON, Private V-Lan, Single, Silver
Inkster	2	8 Mile	PON, Private V-Lan, Single, Silver
Farmington	3	12 Mile	PON, Private V-Lan, Single, Silver
Halsted	4	8 Mile	PON, Private V-Lan, Single, Silver
Orchard Lake	5	11 Mile	PON, Private V-Lan, Single, Silver
Gill	6	8 Mile	PON, Private V-Lan, Single, Silver
Drake	7	Grand River	PON, Private V-Lan, Single, Silver
Drake	8	12 Mile	PON, Private V-Lan, Single, Silver
Haggerty	9	Grand River	PON, Private V-Lan, Single, Silver
Haggerty	10	14 Mile	PON, Private V-Lan, Single, Silver
Orchard Lake	11	10 Mile	PON, Private V-Lan, Single, Silver
Farmington	12	14 Mile	PON, Private V-Lan, Single, Silver
Haggerty	13	10 Mile	PON, Private V-Lan, Single, Silver
Inkster	14	12 Mile	PON, Private V-Lan, Single, Silver
Middlebelt	15	11 Mile	PON, Private V-Lan, Single, Silver
Haggerty	16	9 Mile	PON, Private V-Lan, Single, Silver
Middlebelt	17	13 Mile	PON, Private V-Lan, Single, Silver
Halsted	18	12 Mile	PON, Private V-Lan, Single, Silver
Middlebelt	19	10 Mile	PON, Private V-Lan, Single, Silver
Drake	20	14 Mile	PON, Private V-Lan, Single, Silver
Farmington	21	9 Mile	PON, Private V-Lan, Single, Silver
Middlebelt	22	Shiawassee	PON, Private V-Lan, Single, Silver
Haggerty	23	13 Mile	PON, Private V-Lan, Single, Silver
Farmington	24	13 Mile	PON, Private V-Lan, Single, Silver
Middlebelt	25	9 Mile	PON, Private V-Lan, Single, Silver
Middlebelt	26	14 Mile	PON, Private V-Lan, Single, Silver
Halsted	27	14 Mile	PON, Private V-Lan, Single, Silver
Halsed	28	9 Mile	PON, Private V-Lan, Single, Silver
Inkster	29	11 Mile	PON, Private V-Lan, Single, Silver
Inkster	30	10 Mile	PON, Private V-Lan, Single, Silver

Annex IV - Demand Points -Fire Station #4

City Property	#	Address	Delivery/Services/ Diversity/SLA
Inkster	31	13 Mile	PON, Private V-Lan, Single, Silver
Drake	32	13 Mile	PON, Private V-Lan, Single, Silver
Halsted	33	11 Mile	PON, Private V-Lan, Single, Silver
Halsted	34	13 Mile	PON, Private V-Lan, Single, Silver
Inkster	35	9 Mile	PON, Private V-Lan, Single, Silver
Power	36	10 Mile	PON, Private V-Lan, Single, Silver
Inkster	37	14 Mile	PON, Private V-Lan, Single, Silver
Drake	38	11 Mile	PON, Private V-Lan, Single, Silver
Drake	39	9 Mile	PON, Private V-Lan, Single, Silver
Gill	40	9 Mile	PON, Private V-Lan, Single, Silver
Inkster	41	Shiawassee	PON, Private V-Lan, Single, Silver
Farmington	42	11 Mile	PON, Private V-Lan, Single, Silver
Farmington	43	10 Mile	PON, Private V-Lan, Single, Silver
Power	44	11 Mile	PON, Private V-Lan, Single, Silver
Farmington Facilities & Properties			
Farmington City Hall MDF	45	23600 Liberty Street	PON, Private V-Lan, Dual, Platinum
Farmington City Hall 2nd connection	46	23600 Liberty Street	PON, Private V-Lan, Dual, Platinum
Farmington City Hall sign/smart pole	47	23600 Liberty Street	PON, Private V-Lan, Single, Silver
Farmington DPW MDF	48	33720 W. 9 Mile Road	PON, Private V-Lan, Dual, Platinum
Farmington DPW sign/smart pole	49	33720 W. 9 Mile Road	PON, Private V-Lan, Single, Silver
Mason's Corner	50	23715 Farmington Road	PON, Private V-Lan, Single, Silver
Mason's Corner sign/smart pole	51	23715 Farmington Road	PON, Private V-Lan, Single, Silver
City of Farmington Riley Park	52	33113 Grand River	PON, Private V-Lan, Single, Silver
City of Farmington Riley Park sign/smart pole	53	33113 Grand River	PON, Private V-Lan, Single, Silver
City of Farmington Veterans Memorial	54	33430 Grand River Ave	PON, Private V-Lan, Single, Silver
City of Farmington Shiawassee Park #1	55	33515 Shiawassee	PON, Private V-Lan, Single, Silver
City of Farmington Shiawassee Park #2	56	33515 Shiawassee	PON, Private V-Lan, Single, Silver
City of Farmington Shiawassee Park #3	57	33515 Shiawassee	PON, Private V-Lan, Single, Silver
City of Farmington Shiawassee Park #4	58	33515 Shiawassee	PON, Private V-Lan, Single, Silver
City of Farmington Drake Park #1	59	23500 Drake Road	PON, Private V-Lan, Single, Silver
City of Farmington Drake Park #2	60	23500 Drake Road	PON, Private V-Lan, Single, Silver
City of Farmington Drake Park #3	61	23500 Drake Road	PON, Private V-Lan, Single, Silver

Annex IV - Demand Points -Fire Station #4

City Property	#	Address	Delivery/Services/ Diversity/SLA
City of Farmington Womens Park	62	33630 Oakland	PON, Private V-Lan, Single, Silver
City of Farmington	63	34200 Grand River	PON, Private V-Lan, Single, Silver
City of Farmington	64	23644 Gill Road	PON, Private V-Lan, Single, Silver
DDA Wendy's Fountian	65	32830 Grand River	PON, Private V-Lan, Single, Silver
DDA Main Street @ Farmington	66	33111 Grand River	PON, Private V-Lan, Single, Silver
DDA Orchard Street Park	67	33213 Orchard Street	PON, Private V-Lan, Single, Silver
DDA Enterprise Park	68	23631 Farmington Road	PON, Private V-Lan, Single, Silver
9 Mile Water Booster Station	69	33730 W. 9 Mile Road	PON, Private V-Lan, Single, Silver
Water Storage Tank	70	24135 Locust Street	PON, Private V-Lan, Single, Silver
Twin Valley Lift Station	71	33260 Shiawassee	PON, Private V-Lan, Single, Silver
Chesley Lift Station	72	20800 Farmington	PON, Private V-Lan, Single, Silver
9 Mile EQ Basin	73	32000 W. 9 Mile Road	PON, Private V-Lan, Single, Silver
Flanders Park	74	no address 23-34-326-042	PON, Private V-Lan, Single, Silver
8 Mile & Farmington Meter Pit	75	20750 Farmington Road	PON, Private V-Lan, Single, Silver
Drake Road Meter Pit	76	35365 Grand River	PON, Private V-Lan, Single, Silver
Drake Road Mag Meter	77	35400 Grand River	PON, Private V-Lan, Single, Silver
Whittaker Meter Pit & PRV	78	Near 34635 Grand River	PON, Private V-Lan, Single, Silver
Shiawassee & Farmington PRV	79	33408 Shiawassee	PON, Private V-Lan, Single, Silver
Farmington Civic Theater	80	33332 Grand River	PON, Private V-Lan, Single, Silver
Warner Home	81	33805 Grand Rive Ave	PON, Private V-Lan, Single, Silver
Warner Home #2	82	33805 Grand River	PON, Private V-Lan, Single, Silver
Nottingham Level Monitor Site	83	32122 Nottingham	PON, Private V-Lan, Single, Silver
Old Farm Colony Lift Station	84	23401 Glencreek Drive	PON, Private V-Lan, Single, Silver
Peppermill Control (Flow Regulator) Site	85	28199 Bayberry	PON, Private V-Lan, Single, Silver
Reserve at Woodcreek Lift Station	86	28201 Westbrook Ct	PON, Private V-Lan, Single, Silver
Sarah Fisher Lift Station	87	27402 West Twelve Mile Road	PON, Private V-Lan, Single, Silver
Shiawassee & Farmington PRV	88	Shiawassee	PON, Private V-Lan, Single, Silver
Skye Drive Lift Station	89	25150 Skye Drive	PON, Private V-Lan, Single, Silver
Spring Valley Lift Station	90	38239 Spring Lane	PON, Private V-Lan, Single, Silver
Twin Valley Lift Station	91	33260 Shiawassee	PON, Private V-Lan, Single, Silver
Warner Mansion	92	33805 Grand River Ave	PON, Private V-Lan, Single, Silver
Williamsburg Lift Station	93	21015 Middlebelt Road	PON, Private V-Lan, Single, Silver

Annex IV - Demand Points -Fire Station #4

City Property	#	Address	Delivery/Services/ Diversity/SLA
Willow Lane Lift Station	94	20870 Willow Lane	PON, Private V-Lan, Single, Silver

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR INFORMATION TECHNOLOGY SERVICES**

BETWEEN

CITY OF FARMINGTON HILLS

AND

CITY OF FARMINGTON

The purpose of this Amendment ("Amendment") is to add services provided under a Smart Cities Managed Agreement explained below, to the services provided for in the Intergovernmental Agreement for Information Technology Services, ("I.T. Agreement") between the City of Farmington, whose address is 23600 Liberty Street, Farmington, MI 48335, ("Farmington") and the City of Farmington Hills, whose address is 3155 West Eleven Mile Road, Farmington Hills, MI 48336, ("Farmington Hills").

RECITALS:

- A. Farmington Hills and Farmington, ("the Cities"), each have a Metropolitan Extension Telecommunication Rights-of-Way Oversight Act ("METRO Act") permit with SiFi Networks Farmington LLC, ("SiFi"). Pursuant to these permits, SiFi intends to build a telecommunications network throughout each City.
- B. Farmington Hills has executed a Smart Cities Managed Services Agreement, ("Smart Cities Agreement") with SiFi, to provide data services over fiber optic cable connections within the Cities, so long as the Smart Cities Agreement has not been terminated.
- C. The Smart Cities Agreement provides for the Farmington to receive data services from SiFi over 30 Demand Points selected by Farmington.

IT IS THEREFORE AGREED:

- 1. The Definition of Information Technology Services in the I.T. Agreement shall be deleted and replaced with the following definition:

Information Technology Services Defined. The terms "Information Technology Services" and "I.T. Services" shall mean professional services to manage, maintain, assist, train, consult, repair, update and install software and hardware devices connected to the Farmington Hills network and contained with Farmington Buildings. I.T. Services shall include the Smart Cities Agreement services described in Exhibit I, which is incorporated into the I.T. Agreement.

- 2. Exhibit I shall read as follows:

EXHIBIT I TO I.T. SERVICES AGREEMENT

1. Demand Points. In the Smart Cities Agreement, Farmington Hills has required SiFi Networks to provide 50 Demand Points to Farmington, to enable Farmington to receive fiber optic service to these Demand Points, as long as the Smart Cities Agreement remains in effect.
2. Service Credits. When notified by Farmington, Farmington Hills shall report to SiFi service interruptions through any of the Farmington Demand Points. If the Smart Cities Agreement requires SiFi to issue a credit for a service interruption experienced by Farmington, and SiFi remits a payment to Farmington Hills for a Farmington service interruption, Farmington Hills shall provide the service interruption payment to Farmington.
3. Charges for Demand Points for Smart Cities Services. SiFi is not charging either City for the Initial Demand Points identified in the Smart Cities Agreement. In the event that Farmington requests additional Demand Points after SiFi has built out its network, the Smart Cities Agreement provides there will be a monthly recurring fee ("MRC") for the Future Demand Points as provided below.

Number of Demand Points Requested During Construction up to Substantial Completion	Future Demand Point MRC, Per Location Purchased Within 10 years (120 months) of Agreement Effective Date	Future Demand Point MRC, Per Location Purchased After 10 years (121 months) of Agreement Effective Date
1-500	\$40 MRC	\$75 MRC

The MRC above shall increase on an annual basis, regardless of the number of installed Future Demand Points, beginning on the first (1st) anniversary of the installation date of the first Future Demand Point and thereafter at a rate of 2% minimum or 5% maximum.

If Farmington requests a Future Demand Point, Farmington Hills will place the request with SiFi. When Farmington Hills receives an invoice from SiFi for the Future Demand Point, it will pay SiFi for the MRC, and it will provide the invoice to Farmington, which shall reimburse Farmington Hills for the amount billed by SiFi for a Farmington Future Demand Point.

4. Charges from SiFi for Changes to Services and New Services. The Smart Cities Agreement provides that changes to services or any new service may require a charge from SiFi. The following are considered a change to the services or a new service which may be subject to a fee under the Smart Cities Agreement:

(a) Any introduction of New Technology (a technology that did not exist as of the effective date of the Smart Cities Agreement) or new devices in the Network; the introduction of Network Elements from vendors not yet in the scope of the Agreement, or Network Elements from an existing Third-Party vendor but different from that Third Party vendor's Maintained Products;

(b) Any additional Services currently not in the Scope of the Smart Cities Agreement;

(c) Any extension or downsizing of the Network;

(d) Any new services offered;

(e) Any change to the operational or business-related processes of Farmington that involves use of SiFi's network;

(f) Any change in the deployment or location of Network Elements resulting in a significant impact on SiFi's' ability to provide the Services;

(g) Any planned maintenance extensions for which the Third-Party vendor has previously issued an End of Support/End of Life notification;

(h) Any modification of agreed or forecasted volumes of Services;

(i) Any extension of the Services outside the agreed territory.

If Farmington would like a change to services or a new service under the Smart Cities Agreement, Farmington Hills will request that SiFi indicate the amount of an additional charge for this change or new service. If Farmington decides to move forward with the change to services or new service, it will be responsible for reimbursing Farmington Hills the amount invoiced by SiFi for the change to services or new service.

IN WITNESS WHEREOF, and pursuant to the concurrent resolutions adopted by City of the Farmington Hills City Council and the Farmington City Council, approving an authorizing the signing of this Amendment, the undersigned officials have signed this Amendment on the dates indicated next to their signatures.

CITY OF FARMINGTON

Dated: _____

By: _____
David Murphy, City Manager

Dated: _____

By: _____
Mary Mullison, City Clerk

CITY OF FARMINGTON HILLS

Dated: _____

By: _____
Gary Mekjian, City Manager

Dated: _____

By: _____
Pam Smith, City Clerk

REPORT FROM THE CITY MANAGER TO CITY COUNCIL – July 25, 2022

SUBJECT: Consideration of Award of Contract for the Thirteen Mile Road Water Main Extension Project

Administrative Summary

- This project includes the construction of new water main on Thirteen Mile Road from Old Colony to Wellington Dr.
- This project will provide public water main access to the southwest corner of Thirteen Mile Road and Inkster Road, to support a current site development. This water main installation is an obligation per the existing Consent Judgment on this property.
- The project was publicly bid and advertised on the Michigan Inter-Governmental Trade Network (MITN) with bids opened on May 3, 2022.
- The lowest bidder who has demonstrated the ability to complete the work is Bricco Excavating Company, LLC of Oak Park, Michigan. Their bid was in the amount of \$761,563.00.
- Funding for this project is available in the City's water fund and will be reimbursed from a proposed payback district and developer participation in accordance with the Consent Judgment. The developer has already a large cash security deposit and a payback district will be established for the overall costs shared by the abutting properties on Thirteen Mile Road and the developer.
- Project information will be mailed to residents prior to the start of construction. Phone consultation or onsite meetings with residents will also be available upon request.
- The contractor will be allowed to start construction after award and the signing of the contract. With supply chain issues, a late fall construction date is anticipated with a completion date in the winter of 2023.

RECOMMENDATION

IT IS RESOLVED, the Thirteen Mile Road Water Main Extension Project be awarded 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, the City Manager and the City Clerk be authorized to execute the contract on behalf of the City.

Support Documentation

The City of Farmington Hills is obligated to construct water main on Thirteen Mile Road from Old Colony Road to Wellington Dr. per the Consent Judgment with the property at the southwest corner of Thirteen Mile Road and Inkster Road.

Although bids were received on May 3, 2022, per this Consent Judgment the developer had to complete several requirements prior to the City considering a contract award. These requirements have been predominantly met and we are in the position to request City Council's consideration of this award.

With the establishment of the Payback District and the developer participation, the City's Water Fund will ultimately be reimbursed by the Payback Districts as connections are made. Establishment of the Payback District will be presented to City Council for consideration at a future meeting.

On May 3, 2022, three (3) bids were received for the above referenced project (see Bid Summary). The low bid, provided by Bricco Excavating, LLC. is competitive with current prices in today’s market. Bricco Excavating has successfully completed similar projects for Farmington Hills most recently the Quaker Valley Water Main Project in early 2022 and Villa Capri Water Main Replacement Project in 2019. It is our opinion they can adequately perform the work as outlined in the contract.

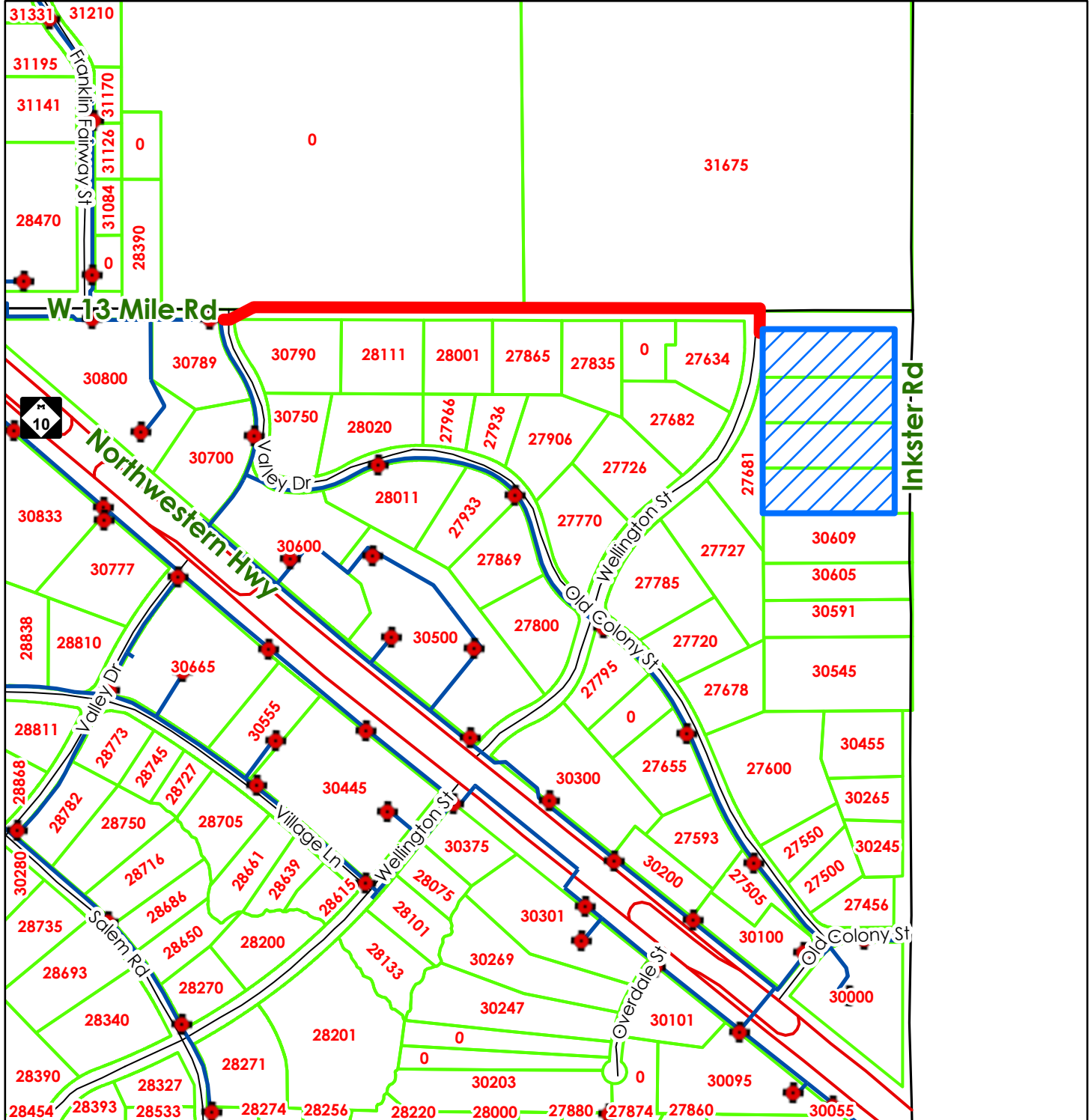
BID SUMMARY

<u>CONTRACTOR</u>	<u>TOTAL</u>
Bidigare Contractors, Inc. Plymouth, MI	\$936,396.00
Superior Excavating, Inc. Auburn Hills, MI	\$763,196.00
Bricco Excavating Company, LLC Oak Park, MI	\$761,563.00

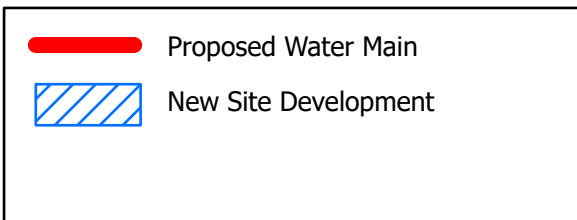
Table Description: Summary of bid results for the Thirteen Mile Road Water Main Extension Project

Prepared by: James Cubera, P.E., City Engineer
Reviewed by: Tammy Gushard, P.E. Senior Engineer
Departmental Authorization by: Karen Mondora, P.E., Director of Public Services
Kelly Monico, Director of Central Services
Approval by: Gary Mekjian, P.E., City Manager

City of Farmington Hills Department of Public Services 13 Mile Road Water Main Extension Project



LEGEND



REPORT TO THE CITY COUNCIL FROM THE CITY CLERK – JULY 25, 2022

SUBJECT: Consideration of approval of Special Event Permit for the Iskcon Temple Annual Festival of Janmashtami to be held on Friday, August 19 through Sunday, August 21, 2022

ADMINISTRATIVE SUMMARY:

- The City received a formal application from Jogurajo Poolla, representing Iskcon Temple, for a Special Event Permit in order to hold the Festival of Janmashtami Friday, August 19, 2022 through Sunday, August 21, 2022 from 10:00am-9:30pm at Iskcon Temple located at 36600 Grand River Avenue, Farmington Hills.
- The Festival of Janmashtami celebrates the Birthday of Lord Krishna. The event will consist of several 10x10 tents with goods/merchandise being sold (donation only) and a stage area.
- The required insurance and/or indemnification agreement was received by the City.
- The application was reviewed by all appropriate Departments. There were no objections to the event, subject to the following conditions and details as verified by the applicant:
 - 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
 - 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

RECOMMENDATION:

IT IS RESOLVED, that City Council 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 terms and conditions outlined in the City Clerk report dated July 25, 2022.

Respectfully submitted,



Pamela B. Smith, City Clerk



FARMINGTON HILLS CITY CLERK
RECD JUL 6 2022 PM 4:29
OFFICE OF CITY CLERK

APPLICATION FOR SPECIAL EVENT/TEMPORARY OUTDOOR SALES

CITY OF FARMINGTON HILLS
31555 ELEVEN MILE ROAD, FARMINGTON HILLS MI 48336
(248) 871-2410 FAX (248) 871-2411

ALL FEES ARE NON-REFUNDABLE

Fees: \$50.00 Application Review Fee (fee is waived for non profit companies) Carnivals are \$ 150.00

A **Clean Up Deposit** of \$300 is required for special events and temporary outdoor sales (involving the use of any temporary outdoor structures or equipment – tents, tables, etc.). This deposit is refundable when the site is cleared.

A **Liability Insurance Certificate** naming the City as an additional insured in the amount of \$1,000,000 is required for special events or temporary outdoor sales as determined by the City.

NOTE: A COMPLETE AND DETAILED SITE PLAN/SITE MAP OF THE PROPERTY SHOWING THE EVENT AREA IS REQUIRED. PLAN MUST SHOW LOCATIONS OF SIGNS, TENTS OR ANY STRUCTURES, AMUSEMENT RIDES, FOOD SERVICES, PARKING AREA, THE LOCATION OF EXISTING BUILDINGS, ETC. REQUEST WILL NOT BE REVIEWED UNTIL THIS PLAN IS RECEIVED. IF A TENT IS TO BE ERECTED, SPECIFICATIONS ARE REQUIRED - SEE page 2)

APPLICANT'S NAME: (If partnership or corporation, please include all names & residential address of officers on separate sheet) _____

JOGIRAJU POOLLA

APPLICANT'S RESIDENTIAL ADDRESS: _____

36600 GRAND RIVER AVE FARMINGTON HILLS, MI 48335
CITY ST ZIP

APPLICANT'S PHONE: Office: 1866-987-6577 Cell: 601 701 3116

RELATION OF APPLICANT TO BUSINESS/EVENT: ___ Owner Manager ___ Representative ___ Other

IS ORGANIZATION A FOR PROFIT OR NON PROFIT BUSINESS: ___ PROFIT NON-PROFIT

ADDRESS OF THE PROPERTY AT WHICH THE EVENT WILL BE CONDUCTED: _____

36600 GRAND RIVER AVE FARMINGTON HILLS MI 48335

DOES APPLICANT OWN OR OCCUPY THE PROPERTY AT WHICH THE EVENT IS TO BE HELD? "ISKCON", MICHIGAN
 YES ___ NO IF NO, WRITTEN CONSENT FROM THE PROPERTY OWNER FOR THE EVENT IS (FARMINGTON HILLS)
REQUIRED WITHIN SEVEN(7) DAYS OF THE DATE OF SUBMISSION OF APPLICATION TO THE CITY AND TO ALL OTHER TENANTS ON THE PROPERTY OF THE PROPOSED EVENT. PLEASE ATTACH.

GIVE A DETAILED DESCRIPTION OF THE EVENT PROPOSED: _____

celebrate Annual festival of Jannastamy - The birthday of Lord KRISHNA.

DATE OF THE EVENT: Aug-19-2022 TIME OF YOUR EVENT: 10AM to 9.30PM
8/19/22 to 8/21/22

NOTE: Special events and temporary outdoor sales are permitted by ordinance ONLY between 9:00 a.m. and 10:00 p.m.

IS THE EVENT OPEN TO THE GENERAL PUBLIC? YES ___ NO

WILL ANY GOODS OR MERCHANDISE BE OFFERED FOR SALE TO THOSE ATTENDING? DONATION ONLY YES ___ NO

MAXIMUM NUMBER OF PEOPLE PROPOSED TO ATTEND OR PARTICIPATE EACH DAY: 700 Through out the day.

HAS THE APPLICANT, PARTNERS, OFFICERS OR DIRECTORS EVER BEEN CONVICTED OF A FELONY?

YES NO IF YES, ON SEPARATE SHEET PROVIDE DESCRIPTION OF CONVICTION - INCLUDING WHAT FOR, DATE OF INCIDENT, DATE OF CONVICTION, ETC.

PERMANENT STRUCTURES ARE **NOT ALLOWED** TO BE ERECTED. DO YOU PLAN ANY TEMPORARY STRUCTURES (TENT, TRAILER, STAGE, ETC)? YES NO IF YES, PLEASE DESCRIBE WHAT THOSE ARE AND INCLUDE ON MAP: (19) 10x10 tents + stage 12x8ft

IF A TENT IS PROPOSED, INDICATE THE SIZE AND NAME AND ADDRESS OF THE COMPANY PROVIDING THE TENT: _____

NOTE: A certificate of Flame Resistance for the Tent must be provided 10 days prior to the date of event/sales.

IF THE REQUEST IS TO HOLD A BLOCK PARTY, ARE YOU REQUESTING TO CLOSE ANY ROADS FOR THE EVENT? YES NO (If yes, please submit signatures of abutting property owners who would be directly affected by the road closure indicating that they have no objections-form attached).

WILL ELECTRICAL EQUIPMENT BE USED FOR THIS EVENT? YES NO IF YES, DESCRIBE IN DETAIL WHAT TYPE OF ELECTRICAL EQUIPMENT WILL BE USED. CONTACT BUILDING DEPARTMENT at 248.871-2450 TO DETERMINE IF A PERMIT IS REQUIRED.

lighting + power outlets in the tents + stage would use power from generator.

IS ANY SIGNAGE PROPOSED? YES NO IF YES, NOTE SIZE AND LOCATIONS OF ANY SIGNS PROPOSED ON THE PLAN PROVIDED WITH THIS APPLICATION.

IS THE EVENT FOR PROFIT? _____ NON- PROFIT

IS THIS EVENT TO TAKE PLACE IN A CITY OWNED PARK YES NO

IF YES, HAVE YOU RECEIVED AND AGREE TO ABIDE BY THE CITY'S PARKS AND RECREATION RULES AND REGULATIONS? YES NO ANY DEVIATIONS REQUESTED? _____

P. Jogiraju

Applicant's Signature

DATE: 7/6/22

JOGIRAJU POOLLA

Printed Name of Applicant

Note: Section 22-119 of the City Code stipulates that other permits and/or inspections **MAY** be required along with permission to conduct the special event. This could be for health facilities (food), electric services, fire issues, or a certificate of use from the city's Building Department

FOR OFFICE USE ONLY:

- Application and fee
- Complete Site Plan/Map

APPROVALS:

- Police - conditions
- Fire
- Planning/Bldg/Zoning - electric permit
- Engineering

IF APPLICABLE:

- N/A Insurance Certificate (if required by city)
- Clean Up Deposit (if required by city)
- N/A Tent Certificate of Flame Resistance -not required for tents smaller than 12' x 12'
- N/A Tent Co. Information (see above)
- Names/Addresses of Corporation
- N/A Property owner letter if applicable
- N/A Letter to other tenants of property if applicable
- N/A Neighborhood Signatures (block parties closing a road)
- N/A Carnivals Only (State of MI Certificate)
- Indemnification form

Lochdale

Lochdale

Loc

G

3 tents

Stage
12x8ft

10 tents (10x10)

5 tents

ET

Independence Office Dr

Independence Office Dr

36600 Grand River
Ave, Farmington Hills...

Google



OFFICE OF CITY CLERK

INTEROFFICE CORRESPONDENCE

TO: Mayor and City Council
FROM: Pamela B. Smith, City Clerk
DATE: July 25, 2022
SUBJECT: Rescheduling the August 8th & September 26th 2022 City Council Meetings

It is requested that City Council consider rescheduling the regular City Council meeting of August 8th to August 15th at the request of the Mayor due to scheduling conflicts and rescheduling the regular meeting of September 26th to September 19th due to the Rosh Hashanah holiday.

The regular meeting schedule will resume with the October 10, 2022 City Council meeting.

RECOMMENDATION:

IT IS RESOLVED, that City Council hereby reschedules the regular City Council meetings of August 8, 2022 to August 15, 2022 and September 26, 2022 to September 19, 2022.



INTEROFFICE CORRESPONDENCE

To: Gary Mekjian, City Manager
From: Ellen Schnackel, Director of Special Services
Subject: Consideration of Employment for Hunter Montgomery
Date: July 25, 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: Hunter Montgomery, who is related to an employee of the City, Deb Montgomery, who is a Healthy Living Coach at The Hawk.

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 Hunter Montgomery.

Name: Hunter Montgomery
Position Applied For: Healthy Living Coach/Gym Coordinator
Number of Employees Needed in this Position: 12
Date Position Posted: 9/1/21 Open Until: Filled
Number of Applicants for this position: 4 Number of Applicants Interviewed: 1
Salary: \$12.50
Relationship: Hunter Montgomery is the husband of Deb Montgomery who is a Healthy Living Coach at The Hawk.
Justification: Hunter Montgomery is most qualified applicant, and is willing to work in multiple roles for Special Services.
Prepared by:

/S/ Kevin Percin
Kevin Percin
Health and Fitness Coordinator

Authorized by:

Approved by:

/S/ Ellen Schnackel

Ellen Schnackel
Director of Special Services

Gary Mekjian
City Manager



To: Mayor and City Council Members

From: Thomas C. Skrobola, Finance Director/Treasurer

Date: July 18, 2022

Subject: **FY 2022/23 Fourth Quarter Financial Summary Report**

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

General Fund

Revenue/Transfers-in:

Total annual revenue and transfers-in is projected to be \$69.8 million, which is the same as the recently Amended FY 21-22 Budget.

Expenditures/Transfers-out:

Total annual expenditures and transfers-out are projected to be \$69.37 million, which is the same as the recently Amended FY 21-22 Budget.

Fund Balance:

Total Fund Balance is projected to be approximately \$46.0 million at June 30, 2022, and represents 66.3% of Expenditures.

Major Road Fund

Revenue/Transfers-in:

Total annual revenue and transfers-in is projected to be \$12.8 million, which is the same as the recently Amended FY 21-22 Budget.

Expenditures/Transfers-out:

Total annual expenditures and transfers-out is projected to be \$13.4 million, which is \$209,077 more than the recently Amended FY 21-22 Budget, due to the timing of project expenditures relative to year-end.

Fund Balance:

The projected Fund Balance of \$8.7 million is 64.9% of projected Total Expenditures at June 30, 2022.

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

Total annual revenue and transfers-in is projected to be \$17.3 million, which is the same as the recently Amended FY 21-22 Budget.

Expenditures/Transfers-out:

Total annual expenditures and transfers-out is projected to be \$16.1 million, which is \$335,240 more than the recently Amended FY 21-22 Budget, due to the timing of project expenditures relative to year-end.

Fund Balance:

The projected Fund Balance of \$3.1 million is 19.5% of projected Total Expenditures at June 30, 2022.

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

Total annual revenue and transfers-in is projected to be \$6.7 million, which is the same as the recently Amended FY 21-22 Budget.

Expenditures/Transfers-out:

Total annual expenditures and transfers-out is projected to be \$12.2 million, which is the same as the recently Amended FY 21-22 Budget.

Fund Balance:

The Projected Fund Balance of \$1.8 million is 14.8% of projected Total Expenditures at June 30, 2022.

Please contact me if you have any questions.

FY 2021-22 4th Quarter Financial Report

GENERAL FUND SUMMARY

	2021/22 Amended Budget	2021/22 Year-end Projection	Projection Over (Under) Budget	Percentage Change
<u>Fund Balance, July 1</u>				
Nonspendable + Restricted + Assigned	45,224,062	45,224,062		
Unassigned	304,826	304,826		
Total Fund Balance (actual)	43,955,821	45,528,888		
<u>Revenue</u>				
Property Taxes	34,868,499	34,868,499	0	0.00%
Business Licenses & Permits	22,503	22,503	0	0.00%
Other Licenses & Permits	1,664,479	1,664,478	(1)	0.00%
Grants	5,205,604	5,205,604	(0)	0.00%
State Shared Revenues	9,660,611	9,660,611	(0)	0.00%
Fees	6,495,619	6,495,619	(0)	0.00%
Sales	352,994	352,995	1	0.00%
Fines & Forfeitures	1,521,034	1,521,035	1	0.00%
Interest Earnings	288,389	288,388	(1)	0.00%
Recreation User Charges	5,877,845	5,877,845	(0)	0.00%
Other Revenue	2,566,670	2,566,670	(0)	0.00%
Total Revenue	68,524,247	68,524,247	0	0.00%
<u>Expenditures</u>				
City Council	104,797	104,797	-	0.00%
Planning Commission	152,653	152,653	-	0.00%
Boards and Commissions	2,866,233	2,866,234	1	0.00%
City Administration	779,158	779,158	-	0.00%
Public Information	440,668	440,668	(0)	0.00%
Finance	280,777	280,777	-	0.00%
Accounting	582,383	582,383	-	0.00%
Assessing	734,590	734,590	-	0.00%
Treasury	407,086	407,086	-	0.00%
Corporation Counsel	754,584	754,584	-	0.00%
City Clerk	765,676	765,676	-	0.00%
Human Resources	548,929	548,929	(0)	0.00%
Central Services	1,155,653	1,155,653	-	0.00%
Support Services	3,489,946	3,489,946	-	0.00%
Post-Employment Benefits	2,401,234	2,401,234	-	0.00%
Police Department	16,726,410	16,726,410	0	0.00%
Fire Department	7,146,579	7,146,579	-	0.00%
Public Services Administration	540,860	540,860	(0)	0.00%
Road Maintenance (Net)	313,715	313,714	(1)	0.00%
Planning & Community Development	1,798,807	1,798,807	-	0.00%
Building Maintenance	481,524	481,524	(0)	0.00%
Engineering	1,335,472	1,335,473	1	0.00%
DPW Maintenance Facility	1,482,080	1,482,080	-	0.00%
Waste Removal	4,246,816	4,246,816	-	0.00%
Special Services Administration	3,555,396	3,555,396	-	0.00%
Youth Services	76,077	76,077	-	0.00%
Senior Services	906,381	906,381	-	0.00%
Parks Maintenance	1,805,707	1,805,707	(0)	0.00%
Cultural Arts	933,670	933,670	0	0.00%
Golf Course	834,698	834,698	(0)	0.00%
Recreation Programs	1,910,536	1,910,536	-	0.00%
Ice Arena	1,043,552	1,043,552	0	0.00%
Total Expenditures	60,602,647	60,602,647	0	0.00%
Excess of Revenue Over (Under) Expenditures	7,921,600	7,921,600	0	0.00%
<u>Other Financing Sources (Uses)</u>				
Operating Transfers In	1,316,850	1,316,850	-	0.00%
Operating Transfers Out	(8,769,886)	(8,769,886)	-	0.00%
Total Other Financing Sources (Uses)	(7,453,036)	(7,453,036)	-	0.00%
Excess of Revenue and Other Financing	468,564	468,564	0	0.00%
<u>Fund Balance, June 30</u>				
Nonspendable + Restricted + Assigned	17,343,133	17,343,133		
Unassigned	27,081,252	28,654,319		
Total Fund Balance, June 30	44,424,385	45,997,452		
Total Fund Balance - Percent of Expenditures	64.0%	66.3%		
Unassigned Fund Balance - Percent of Expenditures	39.0%	41.3%		
25% of Expenditures	17,343,133	17,343,133		
Unassigned Fund Balance Over/(Under) 25% of	9,738,119	11,311,185		
Revenue + Transfers-in	69,841,097	69,841,097	0	0.00%
Expenditures + Transfers-out	69,372,533	69,372,533	0	0.00%

MAJOR ROADS FUND SUMMARY

	2021/22 Amended Budget	2021/22 Year-end Projection	Projection Over (Under) Budget	Percentage Change
<u>Fund Balance, July 1</u>				
Nonspendable + Restricted + Assigned Unassigned	9,246,238	9,246,238		
Total Fund Balance (actual)	9,246,238	9,246,238		
<u>Revenue</u>				
Intergovernmental Revenues				
Gas & Weight Tax (Act 51)	7,331,278	6,918,578	(412,700)	-5.63%
Federal/State Grants	0	974,935	974,935	0.00%
Total Intergovernmental Revenues	7,331,278	7,893,513	562,235	7.67%
Other Revenues				
Miscellaneous	190	190	-	0.00%
Interest Earnings	75,000	75,000	-	0.00%
Total Other Revenues	75,190	75,190	-	0.00%
Total Revenue	7,406,468	7,968,703	562,235	7.59%
<u>Expenditures</u>				
Construction	5,925,139	6,140,910	215,771	3.64%
Routine Maintenance	3,509,001	3,554,114	45,113	1.29%
Traffic Services - Maintenance	493,416	517,092	23,676	4.80%
Winter Maintenance	1,152,230	1,078,287	(73,943)	-6.42%
Administration, Records & Engineering	91,700	90,160	(1,540)	-1.68%
Total Expenditures	11,171,486	11,380,563	209,077	1.87%
Excess of Revenue Over (Under) Expenditures	(3,765,018)	(3,411,860)	353,158	-9.38%
<u>Other Financing Sources (Uses)</u>				
Bond Proceeds	0	0	-	0.00%
Operating Transfers In	5,413,584	4,851,349	(562,235)	-10.39%
Operating Transfers Out	(2,000,000)	(2,000,000)	0	0.00%
Total Other Financing Sources (Uses)	3,413,584	2,851,349	(562,235)	-16.47%
Excess of Revenue and Other Financing	(351,434)	(560,510)	(209,076)	59.49%
<u>Fund Balance, June 30</u>				
Nonspendable + Restricted + Assigned	8,894,804	8,685,727		
Total Fund Balance, June 30	8,894,804	8,685,727		
Total Fund Balance - Percent of Expenditures	67.5%	64.9%		
Revenue + Transfers-in	12,820,052	12,820,052	0	0.00%
Expenditures + Transfers-out	13,171,486	13,380,563	209,077	1.59%

FY 2021-22 4th Quarter Financial Report

LOCAL ROADS FUND SUMMARY

	2021/22 Amended Budget	2021/22 Year-end Projection	Projection Over (Under) Budget	Percentage Change
<u>Fund Balance, July 1</u>				
Nonspendable + Restricted + Assigned Unassigned	1,857,343	1,857,343		
Total Fund Balance (actual)	1,857,343	1,857,343		
<u>Revenue</u>				
Intergovernmental Revenues				
Gas & Weight Tax (Act 51)	2,864,801	2,817,545	(47,256)	-1.65%
Federal/State Grants	0	47,256	47,256	0.00%
Total Intergovernmental Revenues	2,864,801	2,864,801	0	0.00%
Other Revenues				
Miscellaneous				
Interest Earnings	8,000	8,000	-	0.00%
Total Other Revenues	8,000	8,000	-	0.00%
Total Revenue	2,872,801	2,872,801	-	0.00%
<u>Expenditures</u>				
Construction	12,066,873	11,965,596	(101,277)	-0.84%
Routine Maintenance	2,402,894	2,846,100	443,206	18.44%
Traffic Services - Maintenance	50,662	59,861	9,199	18.16%
Winter Maintenance	260,590	244,902	(15,688)	-6.02%
Administration, Records & Engineering	948,600	948,400	(200)	-0.02%
Total Expenditures	15,729,619	16,064,859	335,240	2.13%
Excess of Revenue Over (Under) Expenditures	(12,856,818)	(13,192,058)	(335,240)	2.61%
<u>Other Financing Sources (Uses)</u>				
Bond Proceeds	0	0	-	0.00%
Operating Transfers In	14,474,898	14,474,898	0	0.00%
Operating Transfers Out	0	0	-	0.00%
Total Other Financing Sources (Uses)	14,474,898	14,474,898	0	0.00%
Excess of Revenue and Other Financing	1,618,080	1,282,841	(335,239)	-20.72%
<u>Fund Balance, June 30</u>				
Nonspendable + Restricted + Assigned	3,475,423	3,140,184		
Total Fund Balance, June 30	3,475,423	3,140,184		
Total Fund Balance - Percent Of Expenditures	22.1%	19.5%		
Revenue + Transfers-in	17,347,699	17,347,699	0	0.00%
Expenditures + Transfers-out	15,729,619	16,064,859	335,240	2.13%

FY 2021-22 4th Quarter Financial Report

CAPITAL IMPROVEMENT FUND SUMMARY

	2021/22 Amended Budget	2021/22 Year-end Projection	Projection Over (Under) Budget	Percentage Change
<u>Fund Balance, July 1</u>				
Nonspendable + Restricted + Assigned	7,323,119	7,323,119		
Unassigned				
Total Fund Balance (actual)	7,323,119	7,323,119		
<u>Revenue</u>				
Grants	101,000	101,000	-	-
Miscellaneous	62,000	62,000	-	-
Interest Earnings	20,000	20,000	-	0.00%
Total Revenue	183,000	183,000	-	0.00%
<u>Expenditures</u>				
Capital and Equipment	7,320,923	5,209,532	(2,111,391)	-28.84%
Construction	4,879,487	6,990,878	2,111,391	43.27%
Miscellaneous	500	500	-	0.00%
Total Expenditures	12,200,910	12,200,910	(0)	0.00%
Excess of Revenue Over (Under) Expenditures	(12,017,910)	(12,017,910)	0	0.00%
<u>Other Financing Sources (Uses)</u>				
Bond Proceeds	0	0	-	-
Operating Transfers In	6,500,000	6,500,000	-	0.00%
Operating Transfers Out	0	0	-	-
Total Other Financing Sources (Uses)	6,500,000	6,500,000	-	0.00%
Excess of Revenue and Other Financing	(5,517,910)	(5,517,910)	0	0.00%
<u>Fund Balance, June 30</u>				
Nonspendable + Restricted + Assigned	1,805,209	1,805,209		
Total Fund Balance, June 30	1,805,209	1,805,209		
Total Fund Balance - Percent of Expenditures	14.8%	14.8%		
Revenue + Transfers-in	6,683,000	6,683,000	-	0.00%
Expenditures + Transfers-out	12,200,910	12,200,910	(0)	0.00%



MEMORANDUM

To: Mayor and City Council Members
From: Thomas C. Skrobola, Finance Director/Treasurer
Date: July 18, 2022
Subject: The City's Quarterly Investment Report as of June 30, 2022

Attached you will find the City's Quarterly Investment Report (exclusive of the investments of the Pension Trust Funds) as of June 30, 2022.

In comparison to the quarter ended March 31, 2022, the City's total investment/bank balance is \$130.2 million, a decrease of \$9.1 million or 6.51%, due to the usual slow pace of City revenue collections in the 4th Quarter of each year.

In comparison to the same quarter a year ago, i.e., the quarter ended June 30, 2021, the City's total investment/bank balance has increased by \$0.9 million or 0.7%, which reflects a small positive cash flow reflective of marginal increases in revenue vs. Amended FY 21-22 Budget outflows.

The City's average Rate of Return (R.O.R.) on investments was 0.70% compared to 0.80% the previous quarter. The City's R.O.R. was above the benchmark 3-month Treasury Bill Rate and the Fed Funds Rate by 0.25. The gap is narrowing, which reflects the current increase in short-term Treasury rates, which trail Federal Reserve Rate hikes. The Treasurer's Office will shorten maturities to "climb the ladder".

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

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

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

Please let me know if you have any questions.

City of Farmington Hills Quarterly Investment Report As of June 30, 2022									
Financial Institution	Fund	Account Type	Investment	Bank Total	Date of Maturity	Current % Interest Rate	Average R.O.R.		Percentage of Portfolio
Comerica Bank	All funds	*CK	665,873		Immediate	0.17%	0.0009%	130,175,159	
	All Funds-J-Fund	MF	2,748,246	3,414,118	Immediate	1.12%	0.0236%	130,175,159	2.62%
Michigan Class	All Funds	MMIP	1,002,687	1,002,687	Immediate	1.10%	0.0085%	130,175,159	0.77%
PNC Bank	All Funds	*CK	45,738	45,738	Immediate	0.19%	0.0001%	130,175,159	0.04%
Oakland County Investment Pool	All Funds	LGIP	125,712,616	125,712,616	Immediate	0.69%	0.6647%	130,175,159	96.57%
Total				130,175,159			0.6978%		100.00%
1-Year Treasury Bill Rate-trailing six months							1.57%		
3-Month Treasury Bill Rate-trailing six months							0.71%		
Quarterly Fed Funds Rate-trailing six months							0.45%		
City's Avg. R.O.R. over/(under) the 1-year T-Bill Rate							-0.87%		
City's Avg. R.O.R. over/(under) the 3-month T-Bill Rate							-0.01%		
City's Avg. R.O.R. over/(under) the Fed Funds Rate							0.25%		
Type Codes									
CD - Certificate of Deposit		MF - Mutual Fund			MUNI - Municipal Bonds				
CE - Cash Equivalent		MM - Money Market Account							
CK - Regular Checking		***MMIP - Money Market Investment Pool							
CP - Commercial Paper		SV - Savings Account							
IBC- Interest bearing checking		USI - United States Instrumentality							
LGIP - Local Government Investment Pool		UST - United States Treasury							
*CK = Earnings Credit applied to Bank Service Fees.									
**CK = Non-interest bearing account.									
***Michigan Cooperative Liquid Assets Securities System (Michigan CLASS) is rated 'AAAm' by Standard & Poor's. The rating signifies extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit, market, and/or liquidity risks. This is accomplished through conservative investment practices and strict internal controls. Standard & Poor's monitors the portfolio on a weekly basis. The Pool invests in US Treasury obligations, federal agency obligations of the U.S. government, high grade commercial paper (A-1 or better), collateralized bank deposits, repurchase agreements (collateralized at 102% by Treasuries and agencies) and approved money market funds. The credit quality of the Pool is excellent with greater than 50% of the securities invested in A-1+ securities and the remainder in A-1 paper. The portfolio's weighted average maturity is kept under 60 days, which further helps to enhance liquidity and limits market price exposure. Portfolio securities are priced to market on a weekly basis.									
			Previous 1/4	\$139,239,621				107.0%	
			\$ Change	(\$9,064,462)					
			% Change	-6.51%					
			Previous Year	\$129,242,075				99.3%	
			\$ Change	\$933,084					
			% Change	0.72%					

MINUTES
CITY OF FARMINGTON HILLS
FARMINGTON HILLS CITY COUNCIL
CITY HALL - COMMUNITY ROOM
JULY 11, 2022 – 6:30PM

The study session meeting of the Farmington Hills City Council was called to order by Mayor Barnett at 6:31pm.

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

Council Members Absent: None

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

LIQUOR LICENSE ORDINANCE AND POLICY REVIEW

Gary Mekjian, City Manager, stated that he wanted to bring this issue back to Council following discussions regarding the smoking lounges and not allowing liquor for those establishments and the fact that the city liquor license ordinance requires a license to be in conjunction with a bona fide restaurant.

Steve Joppich, City Attorney, stated that the city has an ordinance in place regarding liquor licenses as well as a policy, both of which were adopted many years ago. The requirement that the liquor licenses is in conjunction with a bona fide restaurant was mentioned at a previous meeting and it was suggested by Council that they consider eliminating that provision. In reviewing that change, it provided an opportunity to update provisions throughout the ordinance. When staff met to review those changes, more questions came from that meeting and the need for more direction from Council.

Mayor Barnett inquired about the possibility of creating social districts and the financial or legal ramifications of that and who would own the districts.

Attorney Joppich replied that the liquor licensed establishments would have the majority of the liability but the city could also have some liability depending on the incident that were to occur.

Discussion was held on the possibility of creating social districts, allowing for food trucks and temporary event licenses allowing for the sale of alcohol in city parks during summer concerts or at other events.

Police Chief King confirmed that one could apply to the State Liquor Control Commission for various temporary event liquor licenses within the same year on one application.

It was suggested that Council consider creating areas for these types of uses during the master plan discussions and perhaps allowing for these used through the zoning ordinance and special use permits. It was also noted that the special use permits could have certain restrictions to allow for some of the uses discussed such as tasting rooms, social district areas, wine bars, etc., but does not open it up entirely for large night clubs throughout the city. The city needs more direction on areas to target during the master plan discussions, which could be accomplished during the work group meetings that include both members of Council and the Planning Commission.

Council consensus was to move in this direction allowing for a community atmosphere and more social district areas as they feel the city has been too conservative.

It was mentioned that there are two separate issues being discussed and that was the ordinance and eliminating the need for a liquor license to be in conjunction with a bona fide restaurant and community events that would require only a temporary liquor license.

Discussion continued on the type of limitations that could be established such as hours of operation, size of the business, etc., which all led back to allowing for a special use permit through the zoning ordinance and incorporating this during the master plan process.

It was suggested that the city meet with the Michigan Restaurant Association or Food and Beverage Association and with developers to discuss the economics when considering restrictions to get a better idea of the location and size that would be successful.

Clerk Smith also mentioned that there is the city policy to consider for future quota licenses. Mayor Barnett added that the city also has a redevelopment district that was approved for redevelopment liquor licenses that do not come from the city's quota but require financial qualification. She felt that there was development within that district that may qualify.

City Manager Mekjian summarized that the direction from Council was for the following:

- Have the work group subcommittee comprised of 3 members of Council and 3 members of the Planning Commission culminate ideas and discuss areas for social districts with staff during master plan discussions
- Wait until the master plan is complete to modify the ordinance but research through other communities and through the Associations mentioned to gather information to be included in a future ordinance amendment
- Review and pursue options for temporary event liquor licenses

ADJOURNMENT:

The study session meeting adjourned at 7:22pm.

Respectfully submitted,



Pamela B. Smith, City Clerk

MINUTES
CITY OF FARMINGTON HILLS
CITY COUNCIL MEETING
CITY HALL – COUNCIL CHAMBER
JULY 11, 2022 – 7:30 PM

The regular session meeting of the Farmington Hills City Council was called to order by Mayor Barnett at 7:34pm.

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

Council Members Absent: None

Others Present: City Manager Mekjian, City Clerk Smith, Assistant City Manager Valentine, Director Schnackel, Police Chief King, Fire Chief Unruh and City Attorney Joppich

PLEDGE OF ALLEGIANCE

Mayor Barnett led the pledge of allegiance.

APPROVAL OF REGULAR SESSION MEETING AGENDA

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

MOTION CARRIED 7-0.

CORRESPONDENCE

Councilmembers acknowledged the following correspondence received:

- Email regarding concerns between neighbors that was forwarded to the City Attorney and Police Chief for follow-up

CONSENT AGENDA

Councilmember Bridges recused himself for item #4 of the Consent Agenda as the person recommended for hiring was a relative.

MOTION by Massey, support by Bruce, to approve consent agenda item #4, as read.

Roll Call Vote:

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

Nays: NONE

Absent: BRIDGES

Abstentions: NONE

MOTION CARRIED 6-0.

MOTION by Bruce, support by Bridges, to approve consent agenda items #2, #3, #5 and #6, as read.

Roll Call Vote:

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

Nays: NONE

Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

CONSENT AGENDA ITEMS FOR DISCUSSION

There were no items pulled for discussion.

PUBLIC QUESTIONS AND COMMENTS

There were no public questions or comments .

COUNCIL MEMBERS COMMENTS AND ANNOUNCEMENTS

Council Members commented on the following events:

- The Commission on Aging has been busy gathering and providing information to the public on elderly financial abuse
- Optimist Club Annual Golf Outing is scheduled for Tuesday, August 2nd at 9:30am at the Farmington Hills Golf Club
- CARES of Farmington Hills was named the Grand Marshal for the Farmington Founders Festival Parade on Saturday, July 16th
- August 18th the Emergency Preparedness Committee is hosting a Health and Safety Education Fair at the HAWK from 1:30pm-4pm and from 4:30pm-8pm
- Farmington SAFE, whose mission is to spread awareness and provide resources and information on mental health, is hosting their annual softball tournament on Saturday, August 6th starting at 9am at Founders Sports Park
- State Representative Samantha Steckloff was able to assist in obtaining \$750,000 in state funding for the Economic Development Corporation to use towards the business incubator at the HAWK, which was supported by resolution of Council
- The Detroit Youth is performing at the HAWK on July 22nd-24th
- Various upcoming classes and events at the HAWK

CITY MANAGER UPDATE

City Manager Mekjian made the following comments:

- Founders Parade is Saturday, July 16th starting at 10am
- GFI, the city's new waste hauler, started on July 1st. If there have been any homes missed, please contact the city's DPW Department
- Update was provided on the city's Diversity, Equity and Inclusion efforts to date and plans for moving forward

CONSENT AGENDA

RECOMMENDED APPROVAL OF PURCHASE OF POWER LOAD STRETCHER SYSTEM AND RELATED EQUIPMENT WITH STRYKER MEDICAL IN THE AMOUNT OF \$169,455.93, AND APPROVAL OF PURCHASE ORDER TO KODIAK EMERGENCY VEHICLE IN THE AMOUNT OF \$4,650 TO INSTALL THE POWER LOAD STRETCHER SYSTEMS AND RELATED EQUIPMENT. CMR 7-22-65

MOTION by Bruce, support by Bridges, that the City Council of Farmington Hills hereby waives the sealed bid process and authorizes the City Manager to issue a purchase order to Stryker Medical in the amount of \$169,455.93 to purchase the Power Load Stretcher Systems and related equipment and approve a purchase order to Kodiak Emergency Vehicle in the amount of \$4,650 to install the Power Load Stretcher Systems and related equipment.

Roll Call Vote:

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

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF PURCHASE OF PROCARE SERVICE FOR CARDIAC MONITORS AND LUCAS DEVICES WITH STRYKER MEDICAL IN THE AMOUNT OF \$72,450.80. CMR 7-22-66

MOTION by Bruce, support by Bridges, that the City Council of Farmington Hills hereby waives the sealed bid process and authorize the City Manager to issue a purchase order to Stryker Medical in the amount of \$72,450.80 to purchase the ProCare Service for Cardiac Monitors and LUCAS Devices.

Roll Call Vote:

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

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF REQUEST FOR EMPLOYMENT UNDER SECTION 10.01A OF THE CITY CHARTER FOR A CAMP LEADER.

MOTION by Massey, support by Bruce, that the City Council of Farmington Hills hereby approves the request for employment under Section 10.01A of the City Charter for Morgan Hoke as a Camp Leader in the Special Services Department. Morgan is the daughter of Robyn Hoke, who is a Guest Services Assistant in the Special Services Department and the niece of Councilmember Bridges.

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 JUNE 27, 2022

MOTION by Bruce, support by Bridges, that the City Council of Farmington Hills hereby approves the City Council study session meeting minutes of June 27, 2022.

Roll Call Vote:

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

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF THE CITY COUNCIL REGULAR SESSION MEETING MINUTES OF JUNE 27, 2022.

MOTION by Bruce, support by Bridges, that the City Council of Farmington Hills hereby approves the City Council regular session meeting minutes of June 27, 2022.

Roll Call Vote:

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

MOTION CARRIED 7-0.

ADDITIONS TO AGENDA

There were no additions to the agenda.

ATTORNEY REPORT

The attorney report was received by Council.

CLOSED SESSION

CONSIDERATION APPROVAL TO ENTER INTO A CLOSED SESSION TO DISCUSS AN EMPLOYEE REQUESTED REVIEW FOR PAM SMITH, CITY CLERK. (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 Bridges, that the City Council of Farmington Hills hereby approves entering into a closed session to discuss an employee requested review for Pam Smith, City Clerk.

Roll Call Vote:

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

MOTION CARRIED 7-0.

Council entered back into regular session immediately following the closed session at 8:28pm.

MOTION by Knol, support by Massey, that the City Council of Farmington Hills hereby affirms a rate increase for the City Clerk based on her annual review that is consistent with the increase approved for other general employees and department heads once union contracts are approved.

Roll Call Vote:

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

MOTION CARRIED 7-0.

ADJOURNMENT

MOTION by Bridges, support by Bruce, to adjourn the regular session City Council meeting at 8:29pm.

MOTION CARRIED 7-0.

Respectfully submitted,



Pamela B. Smith, City Clerk