

Regular City Council Meeting 7:00 p.m., Monday, Aug. 19, 2024 City Council Chambers 23600 Liberty Street Farmington, MI 48335

#### **REGULAR MEETING AGENDA**

- 1. ROLL CALL
- 2. PLEDGE OF ALLEGIANCE
- 3. PUBLIC COMMENT
- 4. APPROVAL OF ITEMS ON CONSENT AGENDA
  - A. City of Farmington Minutes
  - B. Farmington Monthly Payments Report
  - C. National Fit Challenge Grant Acceptance Resolution
- 5. APPROVAL OF REGULAR AGENDA
- 6. PRESENTATIONS AND PUBLIC HEARINGS A. Special Event Application – Holly Days
- 7. NEW BUSINESS
  - A. Consideration to Adopt Resolution Recommending Approval of Redevelopment Liquor License for Good Food Farmington, LLC
  - B. Governor Warner Mansion renovation plan
  - C. Design concept of Thomas Street
  - D. Construction Estimate No. 8 for the 2022 Road Rehabilitation Project
  - E. Emergency sewer repair Conroy Court
  - F. Emergency sewer lining
  - G. Emergency sewer repair
  - H. Revised salt storage facility design
  - I. Spray patch road repair on Tree Hill Boulevard
  - J. Consideration to Amend Fiscal Year 2024-25 Budget
  - K. Amend Social District hours for Lions Tailgate event
- 8. PUBLIC COMMENT
- 9. CITY COUNCIL COMMENTS

#### 10. ADJOURNMENT

The City will follow its normal procedures for accommodation of persons with disabilities. Those individuals needing accommodations for effective participation in this meeting should contact the City Clerk (248) 474-5500, ext. 2218 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.



City Council Meeting 7:00 p.m., Monday, July 15, 2024 Conference Room 23600 Liberty Street Farmington, MI 48335

#### **REGULAR MEETING MINUTES**

A meeting of the Farmington City Council was held on July 15, 2024, at 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 7:00 PM by Mayor Pro Tem Balk.

#### 1. ROLL CALL

Attendee Name	Title	Status	Arrived
Johnna Balk	Mayor Pro-Tem	Present	
Joe LaRussa	Mayor	Absent	
Kevin Parkins	Councilmember	Present	
Steve Schneemann	Councilmember	Present	
Maria Taylor	Councilmember	Present	

#### City Administration Present

City Manager David Murphy City Clerk, Meaghan Bachman DPW Superintendent Chuck Eudy DDA Director, Kate Knight Assistant City Manager, Chris Weber City Treasurer, Jaime Pohlman City Attorney, Tom Schultz

#### 2. PLEDGE OF ALLEGIANCE

#### 3. PUBLIC COMMENT

No public comment was heard.

#### 4. APPROVAL OF ITEMS ON CONSENT AGENDA

- A. City of Farmington Minutes
- B. Farmington Monthly Payments Report
- C. Farmington Public Safety Monthly Report
- D. Fourth Quarter Building Report

#### Move to approve the consent agenda as presented.

#### **RESULT:** APPROVED UNANIMOUS

MOVER: Schneemann, Councilmember

**SECONDER:** Taylor, Councilmember

#### 5. APPROVAL OF THE REGULAR AGENDA

Move to approve the regular agenda as presented.

RESULT:APPROVED UNANIMOUSMOVER:Schneemann, CouncilmemberSECONDER:Taylor, Councilmember

#### 6. PRESENTATION/PUBLIC HEARINGS

#### 6-A. Presentation - Main Street Farmington Accreditation Presentation.

Every year the DDA goes through the accreditation process and an evaluation of the organization. It was presented the DDA is utilizing good financial practices and using a strategic plan. The DDA has met and excelled at expectations.

#### 7. NEW BUSINESS 7A – 7F

**7-A** Consideration of request for a new Off-Premises Tasting Room License, which is an extension of the Small Distiller's (manufacturing) License, to be used in a new off-premises tasting room for small batch spirits.

Move to approve Resolution of Local Approval for issuance of Off-Premises Tasting Room License, which is an extension of the Small Distiller's (manufacturing) License with Sunday Sales Permit (AM & PM), Entertainment Permit and Outdoor Service Permit to Lone Light Spirits, LLC, for the premises at 23622 Farmington Road, Farmington, MI 48335 in Oakland County, subject to final review and approval as to form by the City Manager and City Attorney.

RESULT:	APPROVED – UNANIMOUS	
MOVER:	Taylor, Councilmember	
SECONDER:	Parkins, Councilmember	
AYES:	Balk, Parkins, Schneemann, Taylor	

#### 7-B 2024 Sidewalk Program

Anticipated areas of sidewalk replacements include areas near Longacre Elementary, Grand River & Shiawassee, Grand River near Warner Home, Women's Park, and the Bel-Aire neighborhood. Focusing the sidewalk replacement program in this area is the most cost-effective way to address the open sidewalk work orders and conduct repairs in the largest area of use.

Move to approve extending the 2020 Sidewalk Replacement Contract to Luigi Ferdinandi & Sons during the 2024/25 Fiscal Year not to exceed \$394,600.

RESULT:	APPROVED – UNANIMOUS	
MOVER:	Taylor, Councilmember	
SECONDER:	Parkins, Councilmember	
AYES:	Parkins, Taylor, Schneemann, Balk	

## 7-C Consideration to approve Agreement for Construction of Street Improvements (Hillside Townes/Maxfield Training Center)

Under the PUD Agreement for the redevelopment of the Maxfield Training Center as the Hillside Townes Multi-Family Residential Planned Unit Development (PUD), Robertson Brothers, as developer, is obligated to conduct or manage the reconstruction of Thomas and School Streets in accordance with plans that were prepared on the City's behalf by the engineering firm Nowak & Fraus, which is also the engineering firm for the project. The improvements will include both the streets themselves and the utilities within the streets (storm and water main in particular). The City, however, is responsible to pay for such improvements.

Move to approve the Agreement for Construction of Street Improvements between the City of Farmington and Robertson Brothers, with any minor amendments and with the review of the DDA design committee, to be approved by the City Manager and City Attorney's Office.

RESULT:	APPROVED – UNANIMOUS
MOVER:	Schneemann, Councilmember
SECONDER:	Parkins, Councilmember
AYES:	Schneemann, Taylor, Balk, Parkins

#### 7-D Consideration to Purchase and Install Treasurer's Office Furniture

Move to approve the purchase and installation of Treasurer's Office Furniture from Smart Business Source in the amount of \$37,055.10

\*An additional \$7,944.90 was approved as contingency for any additional improvements that may be necessary outside of the items in this quote.

<b>RESULT:</b>	APPROVED – UNANIMOUS
MOVER:	Schneemann, Councilmember
SECONDER:	Taylor, Councilmember
AYES:	Taylor, Balk, Parkins, Schneemann

#### 7-E Appointment of a delegate for the Annual MML Convention October 18-20, 2024

Move to appoint Mayor Joe LaRussa as Farmington's delegate for the annual MML meeting September 11-13, 2024 and Mayor Pro Tem Johnna Balk as the alternate.

<b>RESULT:</b>	APPROVED – UNANIMOUS
MOVER:	Schneemann, Councilmember
SECONDER:	Taylor, Councilmember
AYES:	Balk, Parkins, Schneemann, Taylor

#### 8. PUBLIC COMMENT

No members of the public spoke.

#### 9. CITY COUNCIL COMMENT

Councilmember Schneemann thanked Austin Dowdie from OHM and Chuck Eudy, DPW Superintendent, for their comments regarding the road improvements. The Councilmember noted his excitement about the project.

Mayor Pro-Tem Balk reminded everyone of the upcoming Founders Festival and parade. She also spoke of tickets for the Bicentennial Gala. The Mayor-Pro Tem thanked Councilmember Schneeman for his expertise in regards to the road improvements.

#### 10. ADJOURNMENT

Move to adjourn the meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Parkins, Councilmember
SECONDER:	Schneemann, Councilmember

The meeting adjourned at 7:47 p.m.

Johnna Balk, Mayor Pro-Tem

Meaghan Bachman, City Clerk

Approval Date:





#### Special Joint City Council & DDA Meeting 7 p.m., Monday, July 29, 2024

## JOINT MEETING MINUTES

## The special City Council / DDA Board joint meeting was called to order at 7pm by Mayor Joe LaRussa.

#### 1. Roll Call

#### a. City Council

- i. Present: Mayor Joe LaRussa, Mayor Pro Tem Johnna Balk, Maria Taylor, Steve Schneemann, Kevin Parkins
- ii. Absent: None
- iii. Others Present: David Murphy, Beth Saarela, Vince Pastue

#### b. Downtown Development Authority

- i. Present: Todd Craft, Donovan Singleton, James McLaughlan, Shawn Kavanagh,
- Claire Perko, Sean Murphy, Johnna Balk
- ii. Absent: Tom Pascaris, Linda Deskins
- iii. Others present: Kate Knight, Jess Westendorf

#### 2. Approval of Agenda

Request by Knight to add two items to the agenda:

- i. Riley Park Lighting Quote Authorization
- ii. Special Screening of DDA's GAMSA application video.

Motion by Balk, seconded by Taylor to approve agenda as amended. Motion passes unanimously.

#### 3. Consideration to approve contract with Warren Construction for Masonic Plaza

Kate Knight provided a project overview and outlined funding sources: Patronicity Crowdfund, MEDC matching grant, Main Street Oakland County Placemaking Grant, MSTA Grant anticipated to cover budgeted City's Contribution. DDA fund balance will cover remaining costs.

Council and DDA board discussed project timeline to align with our Bicentennial year and value engineering items reviewed and recommend by the DDA Design Committee which includes a \$30K reduction in removal of lighting for each bench fixture, reducing the overall square footage by about 10-15% along the edges where it keeps concrete instead of pavers, switching out plant material from boxwood hedges to Carl Forester grasses as a realistic and hardy solution.

**DDA Motion:** Motion by Sean Murphy, seconded by Donovan Singleton, to approve a construction contract to Warren Construction for \$523,875, which includes a 5% contingency, for construction of the Masonic Plaza and authorizes DDA staff to administer contracts in partial process, with costs pre-bid based on current best unit pricing from adjacent, but separate streetscape general and sub-contractors, to maximize timing and cost efficiencies for the project because the standard bidding process would be impractical under the circumstances because it would likely escalate the costs of the overall project and further delay the project and impact surrounding businesses, with funding consisting of an MEDC MIPlace grant of \$150,000, an additional \$13,324 crowdfunded match, the DDA's \$150,000 grant from the Main Street Oakland County, \$192,000 in Budget FY 2024-2025, from the City, with the remaining, \$18,551 to be paid by the DDA. Motion passes unanimously via roll call.

Ayes: 7; Todd Craft, Sean Murphy, Claire Perko, Shawn Kavanagh, James McLaughlan, Donovan Singleton, Johnna Balk Nays: 0 Absent: 2; Linda Deskins, Tom Pascaris

**City Council Motion:** Motion by Maria Taylor, seconded by Kevin Parkins to authorize payment of \$192,000 from Budget FY 2024-2025 to the DDA for the contract to Warren Construction for \$523,875 for the reconstruction of Masonic Plaza finding that no advantage to the City would result from competitive bidding with respect to this project to maximize timing and cost efficiencies for the project because the standard bidding process would be impractical under the circumstances because it would likely escalate the costs of the overall project and further delay the project and impact surrounding businesses. Motion passes unanimously via roll call.

Ayes: 5; Johnna Balk, Kevin Parkins, Steve Schneemann, Maria Taylor, Joe LaRussa Nays: 0 Absent: 0

#### 4. Appointments to the City and DDA's various master plan committees

Overview by David Murphy.

#### **Selection Committee appointments**

- David Murphy, City Manager
- Kate Knight, Farmington DDA Executive Director
- Chris Weber, Assistant City Manager
- Todd Craft, DDA Board President
- Joe LaRussa, Mayor
- Planning Commission Representative DeWayne Gray
- Corridor Improvement Authority Representative Steve Schneemann

#### Master Plan and Parks and Recreation Master Plan Steering Committee

- Chris Weber, Assistant City Manager
- City Council Member (to be selected in this meeting)
- David Murphy City Manager
- Planning Commission Chair Ken Crutcher
- Other Planning Commissioner
- Pathways Committee Representative Tim Prince
- Corridor Improvement Authority Representative Patrick Thomas

#### Downtown Master Plan Steering Committee

- Kate Knight DDA Executive Director will serve as the project lead
- David Murphy City Manager, City of Farmington
- City Council Representative (to be selected in this meeting)
- Todd Craft, DDA Board President
- Other DDA Member (to be selected in this meeting)
- Planning Commission Member Dan Westendorf
- Public Representative Jennifer Miller

In summary, we will select one DDA Board Member for the DDA Master Plan steering committee and two council members; one for Master Plan and Parks & Rec Master Plan Steering Committee and one for Downtown Master Plan Steering Committee.

- Donovan Singleton volunteered for Downtown Master Plan Steering Committee.
- Kevin Parkins & Maria Taylor both volunteered for Master Plan and Parks and Recreation Master Plan Steering Committee. Parkins won via digital coin toss conducted by Mayor LaRussa.
- Steve Schneemann volunteered for Downtown Master Plan Steering Committee.

## DDA: Motion by Shawn Kavanagh, seconded by James McLaughlan to appoint Donovan Singleton to the Downtown Master Plan Steering Committee. Motion passes unanimously.

City Council: Motion by Johnna Balk, seconded by Maria Taylor to appoint Kevin Parkins for the Parks and Recreation Master Plan Steering Committee and Steve Schneemann for the Downtown Master Plan steering committee. Motion passes unanimously.

#### 5. Other Business

a. Riley Park Lighting Quote Authorization: Knight provided a project overview of lighting upgrade at Riley Park which is long overdue for an upgrade to modern high efficiency with warm light and dimmable features. Three quotes were provided. Discussion ensued. Motion by LaRussa, seconded by Balk, to approve the upgrade to high efficiency LED lighting at the Sundquist Pavilion with installation by Lake Erie Electric for \$16,200. Motion passes unanimously via roll call.

Ayes: 5; Parkins, Schneemann, Taylor, Balk, LaRussa. Nays: 0 Absent: 0

b. Screening of GAMSA Video

#### 6. Public Comment

Ryan Kavanagh, owner of Heights Brewing, 23621 Farmington Road, spoke of Founders Festival from a local business perspective.

#### 7. Board & Council Comment

Donovan Singleton: Appreciated Kavanaghs points and elaborated that in 5 years of business, has experienced no benefit from any of the festivals.

Todd Craft: Expressed that the goal several years ago was to save Founders Festival. The city stepped in to save it. Believes that Event 360 would be responsive to feedback. We recognize how important the event is to the City, need to address impact on Downtown Businesses, but also need to recognize that it's a party that takes a 3<sup>rd</sup> party to execute.

Shawn Kavanagh: Expressed the need to be more accommodating to businesses that are here.

Johnna Balk: Appreciative of Founders commentary. Expressed concerns with Events 360 and reiterated the need for a third party to run the event.

Johnna Balk: Spoke positively about the Bicentennial Gala Event.

Sean Murphy; Thanked Council Member Maria Taylor and Chris Greig for a wonderful Gala event.

Maria Taylor: Voiced concerned about Events 360 and appreciates comments from Heights Brewing and will be looking for solutions.

Joe LaRussa: Noted that council is aware of current and past issues of Founders Festival and that there is an opportunity for better communication with the event planner. Noted that Heights Brewing's Founders Festival public comment has been heard and it matters that they expressed it in a public way.

Joe LaRussa: Expressed delight with The Gala as an example of the right way to do things and partner with our local businesses.

Joe LaRussa: Expressed thanks to Mayor Pro Tem Balk and colleagues. Thanks to Schneemann for putting Mansion boards at the event and bringing in the champagne.

#### 8. Adjournment

Motion by Maria Taylor, seconded by Johnna Balk to adjourn. Motion carries unanimously. Adjourned at 8:09pm.

## **CITY OF FARMINGTON - ACH PAYMENTS REPORT**

## MONTH OF JULY 2024

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
Agency Tax	Farmington Public Schools	Tax Payment #1	621,251.08
Agency Tax	Oakland County	Tax Payment #1	1,118,648.81
Agency Tax	Farmington Comm. Library	Tax Payment #1	66,330.54
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	309,956.97 🗸
General Fund	Federal Gov't	W/H & FICA Payroll	117,938.37
General Fund	MERS	June Transfer	97,904.91 <sup>⁄</sup>
General Fund	MERS HCSP	June Transfer	6,118.63
General Fund	MERS	457 Plans - City & Dept. Head	19,035.34 /
General Fund	Total Administrative Services Corp.	Flexible Spending Accounts	2,368.84 ⁄
	TOTAL CITY ACH TRANSFERS		2,359,553.49
Court Fund	Chase (Disbursing Acct)	Direct Deposit Payroll	<b>102,818.70</b> √
Court Fund	Federal Gov't	W/H & FICA Payroll	59,524.41
Court Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,668.42 🗸
Court Fund	ICMA	Health Savings/401 Accounts	8,655.73 🗸
	TOTAL OTHER ENTITIES ACH TRANS	FERS	172,667.26

## **CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT**

## MONTH OF JULY 2024

FUND #			AMOUNT:	
101	GENERAL FUND	\$	554,035.31	
202	MAJOR STREET FUND	\$	12,435.57	
203	LOCAL STREET FUND	\$	24,425.96	
285	AMERICAN RESCUE ACT	\$	2,136.37	
401	CAPITAL IMPROVEMENT MILLAGE	\$	19,617.64	
592	WATER & SEWER FUND	\$	253,798.65	
595	FARMINGTON COMMUNITY THEATER FUND	\$	31,076.62	
640	DPW EQUIPMENT REVOLVING FUND	\$	74,644.64	
701	AGENCY FUND	\$	3,491.00	
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$	30,622.04	
	TOTAL CITY PAYMENTS ISSUED:	\$	1,006,283.80	
136	47TH DISTRICT COURT FUND	\$	239,146.60	
248	DOWNTOWN DEVELOPMENT AUTHORITY FUI	ND \$	101,941.81	
	TOTAL OTHER ENTITIES PAYMENTS ISSUED:	\$	341,088.41	
	тс		IENTS ISSUED	\$ 1,347,372.21

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

Farmington City Council Staff Report	Council Meeting Date: Aug. 18, 2024	ltem Number 4C
Submitted by: Mayor Joe LaRussa		
Agenda Topic: National Fit Challenge Grant ac		
<b>Proposed Motion</b> : Not applicable – Consent ag	genda	
<b>Background:</b> The City is investigating the installation of outdoor fitness courts into a couple of its parks and as been selected as a 2025 Priority Health Campaign Grant Recipient. The Grant Awards will be confirmed pending 1) the submission of a Resolution of Adoption, endorsed by your local governing body or appropriate council, formal funding confirmation documentation (commonly a purchase order) and 3), confirmation of a scheduled shipping date(s) for the Fitness Courts and appropriate storage plans. Once set, GPR milestones must be met in order to maintain funding eligibility in the campaign. This is step one.		
Materials: Letter to grant recipient, resolution, d	esign guidelines	



## **Congratulations!**

#### Farmington, MI has been selected as a 2025 Priority Health Campaign Grant Recipient!

Dear Mayor LaRussa,

On behalf of the National Fitness Campaign Grant Committee, we are pleased to share that Farmington has been selected as a grant eligible partner in the 2025 Priority Health of Michigan State Campaign! Based on Farmington' community size, application qualifications, and location, NFC is pleased to announce a multi-year, multi-site grant funding eligibility award for Farmington, and invite the municipality to be recognized as a leader in Oakland County, as part of our Nationwide Model City Campaign.

This notification letter confirms eligibility for the following grants, and their corresponding funding cycles. The timing, phasing, and availability of these funds will be discussed and confirmed on the upcoming Award Call, to interface with local funding sources, budget timeframes and procurement requirements, and compliance with available funding in NFC's annual Grant Cycles, which operate on a calendar year basis. This phasing plan has been recommended based on best case scenarios to maximize current available grant funds to support Farmington, and a scaled rollout plan to impact wellness across the municipality. \*Note that all installations are not required to begin to occur until 2025. Grant Matches recommended in 2024 to maximize available grant funds.

#### 2025 Priority Grant Funds, (match and shipping required prior to July 31, 2025)

- (1) \$50,000 Priority Health Anchor Site Grant and (1) \$40,000 Priority Health Grant
  - Total: \$90,000 Grant Funding
  - Installation: Summer 2025

#### \*2025 as plan, with 2024 as a possibility

In addition to the aforementioned grants, Farmington will also be awarded a **\$15,000 Master Planning Grant**, which unlocks the following NFC services:

- Healthy Infrastructure Master Plan
- Project management and planning services
- Healthy Site Index Data Analysis for Farmington and Open Space System

#### Collectively, we are glad to share that Farmington has been awarded eligibility for **\$105,000 in Grant** *Funding and associated services* in support of the development of Healthy Infrastructure across the city.

The next step is to schedule your official Grant Eligibility Award Call within the next 10 days, where the qualifications submitted in your Grant Application will be confirmed by the NFC team, and your Grant Program Requirements (GPR) will be aligned for eligibility and participation in this year's campaign. A copy of your GPR Document is attached to this formal award letter for your review, and is based on dates submitted in your Grant Application, and recommended phasing plan for grant awards and implementation.

The Grant Awards will be confirmed pending 1) the submission of a Resolution of Adoption, endorsed by your local governing body or appropriate council, formal funding confirmation documentation (commonly a purchase order) and 3), confirmation of a scheduled shipping date(s) for the Fitness Courts and appropriate storage plans. Once set, GPR milestones must be met in order to maintain funding eligibility in the campaign.



To support this partnership and align your GPR milestones with your community's local adoption and funding processes, we have assigned a Partnership Manager – McKenzie Coltrin – as your dedicated partner and champion in support of this partnership. Over the coming months, McKenzie will work with your team to support the path outlined in the GPR Document, assisting in the confirmation of required remaining funding, installation, and launch of your program.

The 2025 Priority Health of Michigan Campaign is part of a national movement to make world-class fitness free and accessible in public spaces across the country, which is more important today than ever before – thank you for your commitment to supporting this goal.

Here is a sneak peak at what's ahead:

- Healthy Infrastructure Master Plan– Engage with NFC's Planning team to integrate Healthy Infrastructure and programming across your city
- Fitness Court<sup>®</sup> Launches Cut the ribbons on your beautiful outdoor gym network and announce free fitness to the community!
- Classes & Challenges Get residents moving & keep them engaged with ongoing group classes, individual training, and competitive events, bolstering recreation offerings with smart infrastructure.
- Press & Promotions Shine a spotlight on your community and local partners for joining this exciting and innovative wellness movement that is changing the built environment to support health outcomes across America! !

Once again, we are thrilled to invite you to join us as a partner in the Priority Health Campaign, and we look forward to making world-class fitness free in Farmington, MI!

Best in Fitness,

Mitch Menaged, Founder

\*See next page for Conditional Grant Program Requirements Document (GPR)



#### Farmington, MI - National Fitness Campaign

#### 2025 Funding Cycle Grant Program Requirements (G.P.R.)

Important: Grant Program Requirement (GPR) Dates must be adhered to in order to confirm grant availability within the awarded campaign year. While NFC strives to accommodate all approved applicants for participation, National Fitness Campaign cannot guarantee grant availability within each calendar year should approved milestone dates not be met, due to the volume of applicants joining the campaign and limited nature of Grant Funding in each state. Please contact your Partnership Development manager for more information.

#### **MILESTONE 1: ADOPTION**

Summary: Commit to project adoption and confirm intent to provide remaining matching funding

- Requirement: Complete Resolution of Adoption
- Deadline: 9/26/2024

#### MILESTONE 2: AUTHORIZATION TO PROCEED - FUNDING CONFIRMED

Summary: Approve and secure funding (as needed) and confirm total required remaining funding listed below.

- Requirement: Funding confirmation document submitted to NFC for remaining program funding (typically a Purchase Order (P.O). Refer to Official Quote and Funding Requirements Summary for details.
  - Phase 1 (Confirm first Grant Award totalling \$90,000)
    - Remaining Funding Requirement: \$110.000 (Fitness Court #1) and \$120.000 (Fitness Court #2)
       Deadline: 7/9/2025

\*Important: NFC recommends securing Fitness Courts in 2024 to reduce overall funding requirements \$10,000 (per Fitness Court) in 2024 vs 2025 funding requirements, and ensure Grant Funding Availability.

#### MILESTONE 3: SHIPMENT FOR STORAGE

Summary: Identify Fitness Court® storage location and schedule Fitness Court® delivery

- Requirement: Accept Fitness Court<sup>®</sup> delivery and store at a secure location, prepare to be invoiced for remaining program funds due per Milestone 2.
- Deadline: 7/10/2025 7/24/2025

#### **MILESTONE 4: PLANNING AND DESIGN**

Summary: Confirm Fitness Court Orientation and Site Layout, Approve Fitness Court<sup>®</sup> Art Designs, Receive Healthy Infrastructure Master Plan

Requirement: Approve Site Orientation, Site Plan and Approve artwork, approve plan and sites

#### • Deadline: Summer 2025

#### **MILESTONE 5: CONCRETE SLAB INSTALLATION**

Summary: Review concrete slab drawings & schedule concrete installer, Confirm Art is produced and shipped.

- Requirement: Install concrete slab (cure time of 28 days before Fitness Court® installation)
  - Estimated Funding Requirement: \$0-\$40,000 Per Site (Pending Standard or Studio Configuration)
- Deadline: Summer 2025 pending weather/ contractor availability

#### MILESTONE 6: FITNESS COURT® ASSEMBLY

Summary: Select Fitness Court® Assembly Team - NFC'S Installation Network is recommended, (includes art install)

- Requirement: Confirm installation timeline with NFC, provide completed installation photos for NFC inspection
  - Estimated Funding Requirement: \$25,000-\$34,500 Per Site (Pending Standard or Studio Configuration)
- Deadline: Summer 2025 pending weather/ contractor availability

#### MILESTONE 7: PRESS LAUNCH CEREMONY

Summary: Hold Fitness Court® press launch event & ribbon cutting (in coordination with State Sponsor if applicable)

- Requirement: Promote press release, hold launch event within campaign year (weather permitting)
- Deadline: Summer 2025 pending weather/ installation timeline

T- I m

nationalfitnesscampaign.com | info@nfchq.com | PO Box 2367 San Francisco, CA 94126



G.P.R. Authorized by: \_\_\_\_\_ Trent Matthias - Campaign Director

23600 Liberty Street Farmington, MI 48335



**City of Farmington** 

Telephone: 248-699-5121 Fax: 248-473-7261

## RESOLUTION TO ADOPT AND ALLOCATE FUNDS FOR AN OUTDOOR FITNESS COURT® AS PART OF THE {{Campaign Year}} NATIONAL FITNESS CAMPAIGN

## **RESOLUTION NUMBER**

At a meeting of the Farmington City Councilheld on August 18, 2024 wherein the following action was taken:

WHEREAS, theCity of Farmington has submitted a Grant Application to National Fitness Campaign (NFC) for participation in their2025 initiative to install and activate outdoor Fitness Courts® in 200 cities and schools across the country, and;

WHEREAS, theCity of Farmington will accept a \$105,000 National Grant from our NFC Grant Committee and Statewide Partners, and provide a local match in the amount of [Match Amount Approved by NFC Grants Committee] to promote and implement a free-to-the-public outdoor Fitness Court®, and;

WHEREAS, the City of Farmington will secure supplemental funding as needed through community sponsors, which will be made available and committed to this program for the purchase of the outdoor Fitness Court®, and;

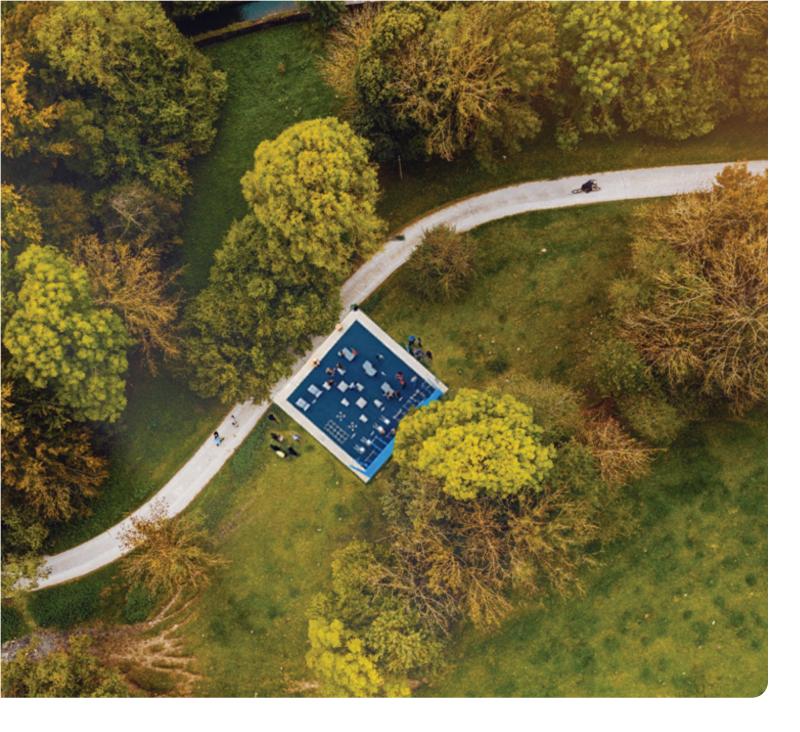
WHEREAS, theCity of Farmington will commit to construction and launch of the outdoor Fitness Court® by the end of the2025 calendar year, and;

WHEREAS, the Farmington City Council believes the outdoor Fitness Court® is an important wellness ecosystem that supports healthier communities, commits to funding/fundraising to participate in NFC's 2025 Campaign, and will earn local and national recognition as a leader in providing affordable health and wellness.

NOW THEREFORE:

BE IT RESOLVED, that the armington City Council will collaborate with NFC to implement the outdoor Fitness Court® and make fitness free to community residents and visitors.

[Sign, Date]



# **DESIGN GUIDELINES** SITE PLANNING CRITERIA

Strategies and Tools for successful Fitness Court® Integration





## Site Planning Key Factors + Requirements

The following strategies are noted to help guide site placement of a Fitness Court® within the selected location. After the site is determined, there are several key factors to consider when placing the Fitness

Court<sup>®</sup> within the park itself. These tools are meant to be deployed in all instances that will help guide and inform all planning processes - this ensures the ideal location within the park or along a trail is identified

leading to higher usage of the Fitness Court over time, and encourages the maximum number of users.

#### LOCATION

When possible, the Fitness Court<sup>®</sup> should be placed along an active local or regional trail, significant natural element such as a body of water, and in a prominent location. It is also recommended to situation the Fitness  $\mathsf{Court}^{\circledast}$ within a cluster of existing park amenities near a basketball or tennis court, soccer filed, or other similar recreation amenities.





#### ORIENTATION

The Fitness Court<sup>®</sup> should be oriented in a way that provides the greatest visibility to adjacent park users. The Fitness Court® should not face a wall or fence. See below for further explanation. Fitness Court<sup>®</sup> should be perpendicular to wall for sight-line safety and visibility concerns.



#### **BUFFER ZONE**

The Fitness Court<sup>®</sup> should not be located within 25' of a wall or fence. This obscures all views to the back mural wall and could potentially create unsafe zones near the Fitness Court. Seatwalls between 18"-24" are encouraged as are 6" curb to deal with certain site grading conditions. Ideally a 2-3' buffer is maintained between the Fitness Court, and seatwall or curb.



#### SAFETY



The Fitness Court<sup>®</sup> should be placed in an area of the park that can be monitored by surrounding residential and civic land uses. This helps keep "eyes" on the facility at all times of day and ensures there is no mis-use occurring during off-peak hours. In addition, when placed in the ideal location, there will be fewer opportunities for graffiti tagging and other defacement of city property.







In order to ensure the safety of its users, the Fitness Court<sup>®</sup> should be positioned in a way that does no obscure sight-lines onto the front of the facility. Fitness Courts<sup>®</sup> should be placed parallel to walkways, and face outward for maximum view-sheds.



## Site Planning Key Factors + Requirements

#### CONNECTIVITY

Active regional trails help connect neighborhoods to parks and other recreational amenities. When available, Fitness Courts® should be placed no more that 10' from an active trail to encourage users along the path of travel. In instances where multiple Fitness Courts<sup>®</sup> are located within a city, this begins to connect the network promoting health and wellness in the locale.



#### DISTANCE

All Fitness Courts<sup>®</sup> should be placed 150' away from a playground or BBQ facility. This setback requirement should help deter children from playing on the Fitness Court<sup>®</sup>, and prevent any food waste or hot coals on the surface itself. Exceptions can be made in certain situations where site constraints are present, or there is proper fencing or landscape buffers around the adjacent park uses to discourage use by individuals 14 and under.



#### SITE INFRASTRUCTURE

Once the Fitness Court<sup>®</sup> is constructed, we encourage partners to integrate other site furnishings such as bike racks, water fountains, benches, shade structures, sight lighting etc. This can extend the use-time of the Fitness Court<sup>®</sup> into the evening hours and during hot summer months.



#### LAND USE

The Fitness Court<sup>®</sup> is designed for users 14+. It should be placed in an appropriate land use designation that encourages high use i.e parks, along trails, high schools, colleges etc. The Fitness Court should not be placed near an elementary school, middle school or leisure park. It should be placed in developed park areas that have like amenities such as a basketball courts, tennis courts, or pickle-ball field.









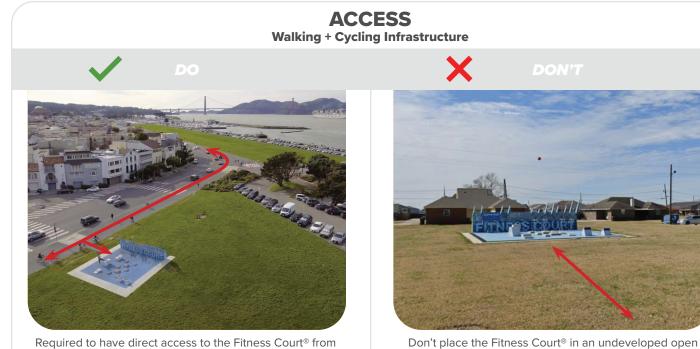


## **Do's and Don'ts | Case Studies**

Below are a series of use cases for the Fitness Court<sup>®</sup>. This is meant to be a quick planning tool for all partners to help determine the most appropriate placement and finishing of the Fitness Court. In instances where the proposed location is unclear,

the NFC design team will assist to further understand implications of the discussed site.

## **Best Use Cases for Fitness Court Placement**



space. Future park master plans must be approved and funding secured if considering an undeveloped site.





the adjacent trail for ADA purposes.

Do place the Fitness Court<sup>®</sup> near active trail, cycling, or walking loop.



Don't place the Fitness Court near a playground or splashpad facility.



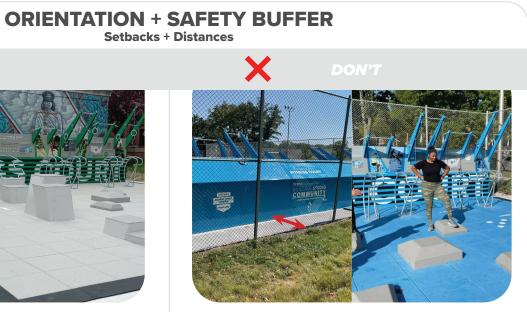


Do place Fitness Court at least 25' away from vertical structure i.e brick wall, any type of fencing. The Fitness Court®should be oriented perpendicular to the vertical surface. Do create open visual sightlines around Fitness Court<sup>®</sup>.





Acceptable edge conditions include grass, landscape planting, mulch, hardscape or other rubber surfacing material.



Don't place the Fitness Court® directly up against a fence or wall. This creates zones where individuals could potentially hide which could encourage misuse of the Fitness Court® or lead to vandalism of city property.

#### **EDGE CONDITIONS** Surrounding Surfaces



Unacceptable edge conditions include gravel, sand and decomposed granite. This poses a huge maintenance issue.

## **Conceptual Park Design: Fitness Court Integration**

The graphic below depicts an ideal scenario for the Placement of the Fitness Court. It is along a major trail connector, has adequate space in the grass area behind for a Studio Fitness Court expansion, is clustered amongst other park

recreation opportunities, and integrates various site furnishings to compliment the Fitness Court<sup>®</sup>. In addition there are several regional trail connections and a nice internal walking loop trail for users to enjoy. There are on site restroom facilities and a dining area that is spaced appropriately away from the Fitness Court® to avoid food and beverages from spilling on the surface.

## Main bike/ped trail spine Site furnishings (drinking Restroom facilities Regional trail connection fountain, seating, trash receptacle) Cafe/picnic area Fitness Court directly off main Natural site shade trail in key visible location Clear space for Fitness Court Studio addition Park seating and rest zones throughout Flex zones for active and passive recreation BBQ/picnic zone Appropriate edge condition surrounding Fitness Court (grass) Similar park amenities Internal walking loop Regional trail connection City owned and operated park land

## Free, Fun and Fully Accessible Fitness Court Network



## PLACEMENT IS CRITICAL



"Being able to walk to a state-of-the-art fitness center and now this beautiful park, only enhances the desirability of the area. We are proud to see so many people choosing to call Northwest Huntsville home."

-Huntsville, AL District 1 Council Member Devyn Keith







National Fitness Campaign San Francisco, CA Tel. 415.702.4919 Nationalfitnesscampaign.com info@nfchq.com

<b>Farmington City Cour</b>	ncil
Staff Report	

Council Meeting Date: August 18, 2024

#### Submitted by: Melissa Andrade

Agenda Topic:

Special Event request: Holly Days and Light up the Grand Parade

#### Proposed Motion:

Move to approve the special event application for the 2024 Holly Days and Light Up the Grand Parade on Dec. 7

#### Background:

The Compo and Medema Group has decided to organize Holly Days which has been an annual event usually hosted by the Greater Farmington Area Chamber of Commerce. The Chamber decided not to do the event this year and Annette Compo did not want to see the event end.

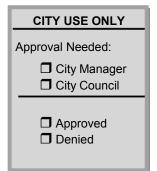
The event will follow the same foot print as last year, however, Riley Park will likely be unavailable for the event because the City plans to start putting up the ice rink.

Holly Days is slated for Dec. 7. and includes the Gift, Greens and Giving Holiday Market in Riley Park and a lighted parade down Grand River.

#### Materials:

Event application







## City of Farmington Special Event Application

This application is for all events in Riley Park and any other event in the City of Farmington that will bring in more than 25 people. Complete this application in accordance with the city of Farmington's Special Events Policy and return it to the City Manager's Office at least 30 days prior to the starting date of the event. If your event is approved, you will receive a written confirmation of approval.

Park fees are \$100 for residents and \$200 for non-residents.

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of myself or the sponsoring organization, the following:

- a. For public events, a certificate of insurance and endorsement must be provided naming the City of Farmington as additional insured. See Parks Reservation, Facility Use, and Special Events Policy, page 19, item J, for specific requirements and limits.
- b. If the event includes solicitation by workers standing in street intersections, the required safety precautions will be maintained at all times in accordance with the Department of Public Safety. Reference the Parks Reservation, Facility Use, and Special Events Policy, page 20, item K.
- c. All food vendors must be approved by the Oakland County Health Department and follow all required health regulations. Each food vendor must provide the City with a Certificate of Insurance as well as an endorsement naming the City of Farmington as additional insured. Form CG 20 26 or its equivalent is recommended. See Parks Reservation, Facility Use, and Special Events Policy, page 20, item M for more details.
- d. The approval of this special event may include additional requirements and/or limitations based on the city's review of this application, and in accordance with the city's Parks Reservation, Facility Use, and Special Events Policy. The event will be operated in conformance with the written confirmation of approval. See Parks Reservation, Facility Use, and Special Events Policy, page 21, item Q.
- e. The sponsoring organization may provide a security deposit for the estimated fees as may be required by the city and will promptly pay any billing for city services which may be rendered. See Parks Reservation, Facility Use, and Special Events Policy, page 17, items E and F.

To the fullest extent permitted by law, the individual or sponsoring organization assume(s) all risks and agrees to defend, pay on behalf of, indemnify, and hold harmless, the City of Farmington, including all of its elected and appointed officials, all employees and volunteers, against any and all claims, demands, suits, or loss, including all costs connected therewith, including but not limited to attorney fees, and for any damages which maybe asserted, claimed, or recovered against or from the City of Farmington, by reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof, which arise out of your actions during this event.

As the duly authorized individual or agent of the sponsoring organization, I hereby apply for approval of this special event, affirm the above understandings, and agree that I (or the sponsoring organization) will comply with the city's Parks Reservation, Facility Use, and Special Events Policy, the terms of the Written Confirmation of Approval and all other city requirements, ordinances and other laws which apply to this special event.

07/22/24

Date

RETURN THIS APPLICATION AT LEAST THIRTY (30) DAYS PRIOR TO THE FIRST DAY OF THE EVENT TO:

City Manager's Office 23600 Liberty Street Farmington, MI 48336 Phone: 248-474 5500, ext. 2221

Failure to provide the above items shall result in cancellation of the event. The city shall not be liable for any cost incurred.

Sponsoring Individ	lual/Organization's Name: <u>Com</u>	po and Medema Group
Individual/Organiz	ation Phone: <u>248-640-9803</u>	3
Individual/Organiz	ation Address: <u>30500 Northw</u>	estern Hwy 300 Farmington Hills 48334
Organization's Cc	Annette Compo and or Dragan To ontact: <u>Annette Compo</u>	
Contact's Title:	Event Coordinator	E-mail: <u>annettecompo@kw.com</u>
Address: <u>305(</u>	00 Northwestern Hwy 300 F	armington Hills 48334
Event Name:	Holly Days 2024	
Type of Event:	<ul> <li>Sponsored/City Operated</li> <li>Non-Profit</li> <li>Political or Ballot Issue</li> </ul>	<ul> <li>Co-Sponsored (all parties must provide info and sign application)</li> <li>For Profit</li> <li>Wedding</li> </ul>
	<ul><li>Video or Film Production</li><li>Block Party</li></ul>	<ul><li>Running Event</li><li>Other (describe)</li></ul>

Riley Park PermitFee:

\$100 residents/\$200 non-residents

Event Purpose:	nt Purpose: <u>Holiday Community Event</u>				
Event Dates:	Saturday, December 7, 2024				
Event Times: Event Location:	See Attal Continuent Grand River Avenue, Riley Park, Governor Warner Mansion Grand River ave, Governor Warner Mansion, Riley Park				
Number of People Expected: 2,000-3,000					
Contact Person on	Day of Event: Annette Compo				
Phone: 248-64	40-9803				
Email annett	ecompo@kw.com				
Estimated Time c	f Setup:7 am				
Estimated Time c	f Cleanup:10 pm				
Crowd Control Pl	ans:				
	ifts and Giving Farmers Market will clean up their area when 4 pm. As well as having a clean up crew come at 10 pm and clean the Governor Mansion.				
Sidewalk use?	) YES 😠 NO				
If yes, describe sidewalk use:					

Reserved Parking: Are you requesting exempt Parking? (See Policy Section 5)

X YES NO

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

The parking lot adjacent to the south pad of the pavilion just two spots to unload equipment				
Will street closures be necessary? (X) YES () NO				
If yes, describe street closures, include time of closure and re-open:				
We're requesting that Grand River Avenue to be closed from the Village Commons Xto the Governor Warner Mansion for the annual light up the grand parade.				
Will music be provided? XES NO				
There is going to be a parade MC on the corner of Grand River and Farmington as well as music being played from the Governor Warner Mansion.				

Will electricity be needed for the event?  $\bigotimes$  YES  $\bigcirc$  NO

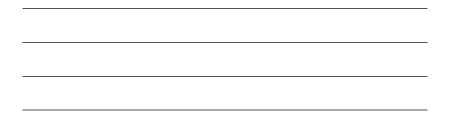
Will t	the follow	ing be	constructed	or located	in event area?
--------	------------	--------	-------------	------------	----------------

Booths	O yes	$\bigcirc$ NO	Quantity:
Tents/Canopies	$\bigcirc$ yes	$\bigcirc_{NO}$	Quantity:
Rides	Oyes	$\bigcirc$ NO	Quantity:
Tables	Oyes	$\bigcirc_{NO}$	Quantity:
Portable Toilets	Oyes	$\bigcirc$ NO	Quantity:
Inflatables	Oyes	$\bigcirc$ NO	Quantity:
Food Vending	Oyes	$\bigcirc_{NO}$	Quantity:
Other Vendors	O yes	$\bigcirc$ NO	Quantity:

Other (describe)

Walt from the farmers market will supply necessary items. Walt Gajewski will be handling the set up and tear down of Greens Market.

If yes to food vendors, concessions, and/or other vendors, please list all of the vendors by vendor name, refer to Policy Section IV.2.N for license and insurance requirements:



\*If mobile food vending is proposed as part of an activity that also requires a special event permit, no additional or separate mobile food vending permit shall be required as state in the City Cod of Ordinances (Appendix A in policy).

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

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

<sup>∗</sup> I have invited local businesses to participate.

Those invited include:

Once we have approval from the city. We will be reaching

out to local business for them to be a part of activites.

**Event Signs:** Will this event include the use of signs (X) YES () NO

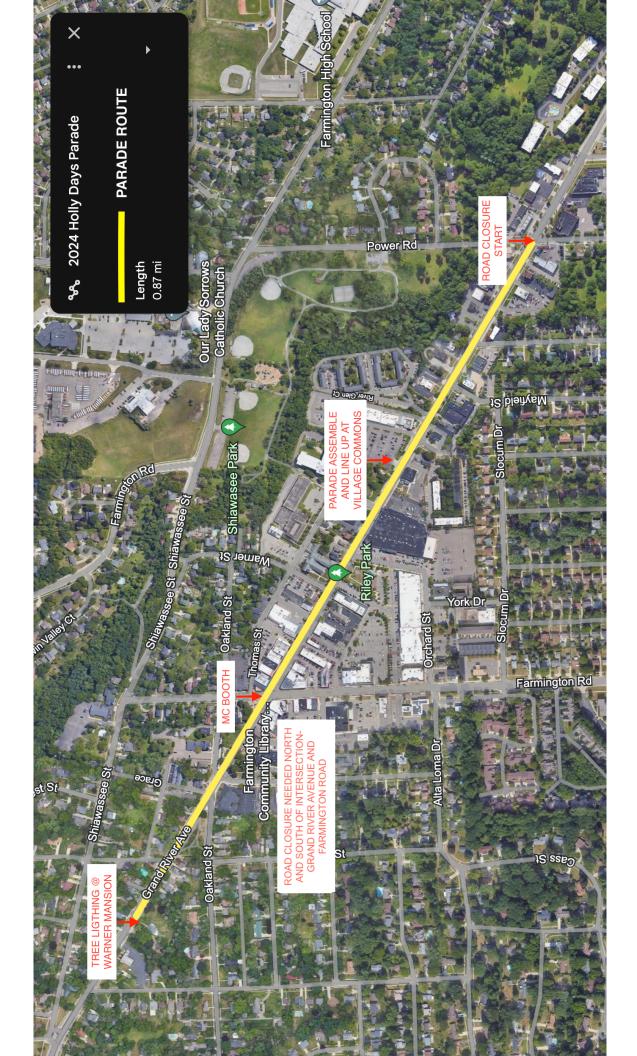
If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs. All signage must be approved by the City Manager's Office.

#### Event Cost Worksheet

	Cost	Quantity	Total
Park usage fee			
Public Safety Assistance			
Public Services Assistance			
Cones			
Additional Barricades			
Additional Trash Barrels			
Other			
Total			0

Usage fee for Riley Park is \$100 for residents, \$200 for non-residents. Assistance from Public Services or Public Safety is \$65/hour with a minimum of two hours. The Pubic Services fee includes four trash barrels and four barricades. If additional equipment is needed, the fee will be determined by Public Services. Equipment is limited to cones, barricades and trash barrels.

Checks can be dropped off or mailed to the City Manager's Office at Farmington City Hall: 23600 Liberty Street, Farmington, MI 48335. Make checks payable to the "City of Farmington." There is a processing fee for credit cards payments. Credit card payments must be made at City Hall, we do not take credit card information via the phone.



Submitted by: Kate Knight, DDA Director

**Agenda Topic:** Consideration to Adopt Resolution Recommending Approval of Redevelopment Liquor License for Good Food Farmington, LLC

#### **Requested Action:**

1) Approve resolution authorizing a new Class C and SDM Redevelopment Liquor License with Sunday Sales Permit and Outdoor Service Permit, and Social District Permit for Good Food Farmington, LLC, 33043 Grand River Ave.

2) Approve resolution authorizing submittal of documentation for a Redevelopment Liquor License for Good Ford Farmington, LLC for Spruce and Ash, 33043 Grand River Ave.

3) Move to approve Resolution of Local Approval for issuance of new Class C and SDM Redevelopment Liquor License with Sunday Sales Permit and Outdoor Service Permit, and Social District Permit for Good Food Farmington, LLC, 33043 Grand River Ave subject to final review and approval of background checks by Public Safety and to final inspections of the premises by the City's Building Official

#### Background:

The City of Farmington has received materials in support of the issuance of a Redevelopment Liquor License to Good Food Farmington, LLC, 33043 Grand River Ave., for its proposed Spruce and Ash restaurant available under Public Act 501 of 2006. Spruce and Ash will be located in Downtown Farmington Center in the former Chive Kitchen space. Spruce and Ash will be within the Downtown District the Social District.

Good Food Farmington's members are David Ayyash, Stavros Adamopoulos, Francesco Adamopoulos, and Trevor Tipton. David is an attorney and businessperson who has been in the restaurant business for over ten years. In addition to being an active law practitioner, he is the CEO of the Jagged Fork restaurants and a business manager with La Pecora Nera in Detroit and Farmington. David's positive experience in Farmington with La Pecora Nera has led him to seek out another business opportunity in Farmington. David has not been on a liquor license until this venture. Stavros and Francesco are brothers and business partners. Stavros and Francesco have been in the restaurant industry for the majority of their lives. They are incredibly passionate and experienced operators. Stavros and Francesco were the creators and founders of Jagged Fork Restaurants. They have built the brand into six well respected locations. Stavros and Francesco are on the Jagged Fork liquor licenses in Rochester Hills, Grosse Pointe Farms, Lathrup Village, and Ann Arbor. Trevor is relatively new to the restaurant industry but has a background in various businesses. Trevor has worked with the Detroit Tigers in sales. More recently, he has worked with Newell Brands in sales and marketing.

To qualify for said license, the applicant must be engaged in dining, entertainment or recreation; be open to the public; have a seating capacity of not less than 25 persons; and expend not less than \$75,000 over the preceding five years or have a commitment for capital investment for at least that amount for the rehabilitation or restoration of the building. The proposed project meets all these objectives.

The Department of Public Safety is working on a background check with respect to each applicant. The Fire Marshal and the Building Official will also complete an inspection of the premises.

The applicants have been informed that that must establish contact the City site plan approval by the

Agenda	Item (	(ID	#
		<pre></pre>	

Meeting of August 19, 2024

Planning Commission for the outdoor seating area.

According to procedural requirements outlines by the Michigan Liquor Control Commission (MLCC), for the applicant to secure a Redevelopment Liquor License, the City of Farmington Council must authorize the submittal of information to the MLCC as follows:

- The City Council establishes the Downtown Development Authority District as the redevelopment project area.
- Provide a map which clearly outlines where the development district or area is located within the city.
- Authorize the City Clerk to certify the statutory provision under which the Farmington Downtown Development Authority was established and,
- Authorize the City Assessor to submit an affidavit stating the total amount of public and private investment within the DDA district over the preceding five-year time period, and authorizes the City Clerk to certify the affidavit

If approved, staff will assemble and supply the appropriate materials to accompany the application to the MLCC.

#### Materials:

Letter of Concept to City Council Site Plan Lease Agreement (redacted is available for review in the file) Local Government Approval Form Oakland County Assessors Affidavit LAW OFFICES

## ADKISON, NEED, ALLEN, & RENTROP

KELLY A. ALLEN JESSICA A. HALLMARK JOHN W. KUMMER GREGORY K. NEED G. HANS RENTROP CHRISTOPHER J. TOWER

PROFESSIONAL LIMITED LIABILITY COMPANY

39572 Woodward, Suite 222 Bloomfield Hills, Michigan 48304 Telephone (248) 540-7400 Facsimile (248) 540-7401 www.ANAfirm.com OF COUNSEL:

PHILLIP G. ADKISON KEVIN M. CHUDLER GARY R. RENTROP KATHERINE A. TOMASIK

August 12, 2024

VIA ELECTRONIC MAIL

Kate Knight, Executive Director Farmington Downtown Development Authority 23600 Liberty Street Farmington, MI 48335

> Re: Good Food Farmington, LLC's Request for Redevelopment Class C and SDM Liquor Licenses with Sunday Sales Permit (AM and PM), Social District Permit, and Outdoor Service Area Permit to be Located at 33043 Grand River Avenue, Farmington, Oakland County, Michigan, to be Issued Pursuant to MCL 436.1521a(1)(b).

Dear Ms. Knight:

We represent Good Food Farmington, LLC ("Good Food"), which will do business as Spruce and Ash to be located at 33043 Grand River Avenue, Farmington. Good Food is requesting a Class C liquor license pursuant to Michigan's "Redevelopment License Law", which is MCL 436.1521a(1)(b). Also being requested are Sunday Sales (AM and PM) Permits, Social District Permit, Outdoor Service Area Permit, and an SDM License. The requested permits allow the licensee to do the following:

- Sunday Sales AM Permit: Allows the licensee to sell beer, wine, and liquor before noon on Sundays.
- Sunday Sales PM Permit: Allows the licensee to sell liquor after noon on Sundays.
- Social District Permit: Allows the licensee that has a Class C license to serve alcohol to customers in special containers to customers that may leave the premises with the containers and consume the alcohol in the commons area of a social district approved by the local government unit. See attached Form LC 208 for city approval of this permit.
- **Outdoor Service Area Permit**: Allows a Class C licensee to sell and serve alcohol in a welldefined and clearly marked area adjacent to the licensed premises.

The members of Good food are David Ayyash, Trevor Tipton, Stavros Adamopoulos, and Francesco Adamopoulos.

Kate Knight, DDA Director August 12, 2024 Page 2 of 3

Spruce and Ash will be an exciting new spot for all that love great food. Spruce and Ash will be open for dinner Tuesday through Sunday with brunch offered on Saturday and Sunday. Spruce and Ash will attract guests from the City and surrounding areas, it will be a destination!

The establishment is located a few blocks from the southwest corner of Farmington Rd. and Grand River Avenue, which is within the DDA of the City of Farmington. Spruce and Ash is approximately 2,000 square feet. Spruce and Ash will have seating for 40 on the interior with additional seating outside. All occupancies will be determined by the City of Farmington.

In order for Good Food to qualify for a new Class C license issued pursuant to the Redevelopment License Law, the licensed business must be engaged in dining, entertainment, or recreation; be open to the general public; have a seating capacity of not less than 25 persons; and expend not less than \$75,000.00 over the preceding five years or have a commitment for a capital investment for at least that amount for the rehabilitation or restoration of the building. According to the Redevelopment License Law, this amount must be expended before the issuance of the license.

Good Food meets all the requirements of the Redevelopment License Law. It will be open to the public for dining, have a seating capacity of over 25, and will spend approximately \$80,000.00 in fixtures, equipment, leasehold improvements, license, and inventory. To finance the project, Good Food will be using funds from their other restaurants and various other successful business ventures. Good Food will lease the establishment from Leitrim-Groves, L.L.C.

#### About the Members:

David Ayyash ("David") is an attorney and businessperson who has been in the restaurant business for over ten years. In addition to being an active law practitioner, he is a business manager of the Jagged Fork restaurants, in Detroit, and La Pecora Nera in Detroit and Farmington. David's positive experience in Farmington with La Pecora Nera has led him to seek out another business opportunity in Farmington. David has not been on a liquor license until this venture.

Stavros and Francesco Adamopoulos ("Stavros" and "Francesco") are brothers and business partners. Stavros and Francesco have been in the restaurant industry for the majority of their lives. They are incredibly passionate and experienced operators. Stavros and Francesco were the creators and founders of Jagged Fork Restaurants. They have built the brand into six well respected locations with phenomenal food. Stavros and Francesco are on the Jagged Fork liquor licenses in Ann Arbor, Rochester Hills, Grosse Pointe Farms, and Lathrup Village.

Trevor Tipton ("Trevor") is relatively new to the restaurant industry but has a vast background in various businesses. Trevor has worked with the Detroit Tigers in sales. More recently, he has worked with Newell Brands in sales and marketing. Trevor is very excited to be a part of this experienced team. Trevor has not been on a liquor license until this venture.

Within 150 days of the opening of the restaurant, the owners and all the managers and employees who serve and sell alcoholic beverages will complete the TIPS or TAM server training program.

Enclosed are the following documents for your investigation:

- Proposed Lease agreement;
- Proposed floor plan of the establishment;
- LCC-208 for Local Approval of Social District Permit; and
- Partially completed LCC 106-Local Government Approval form.

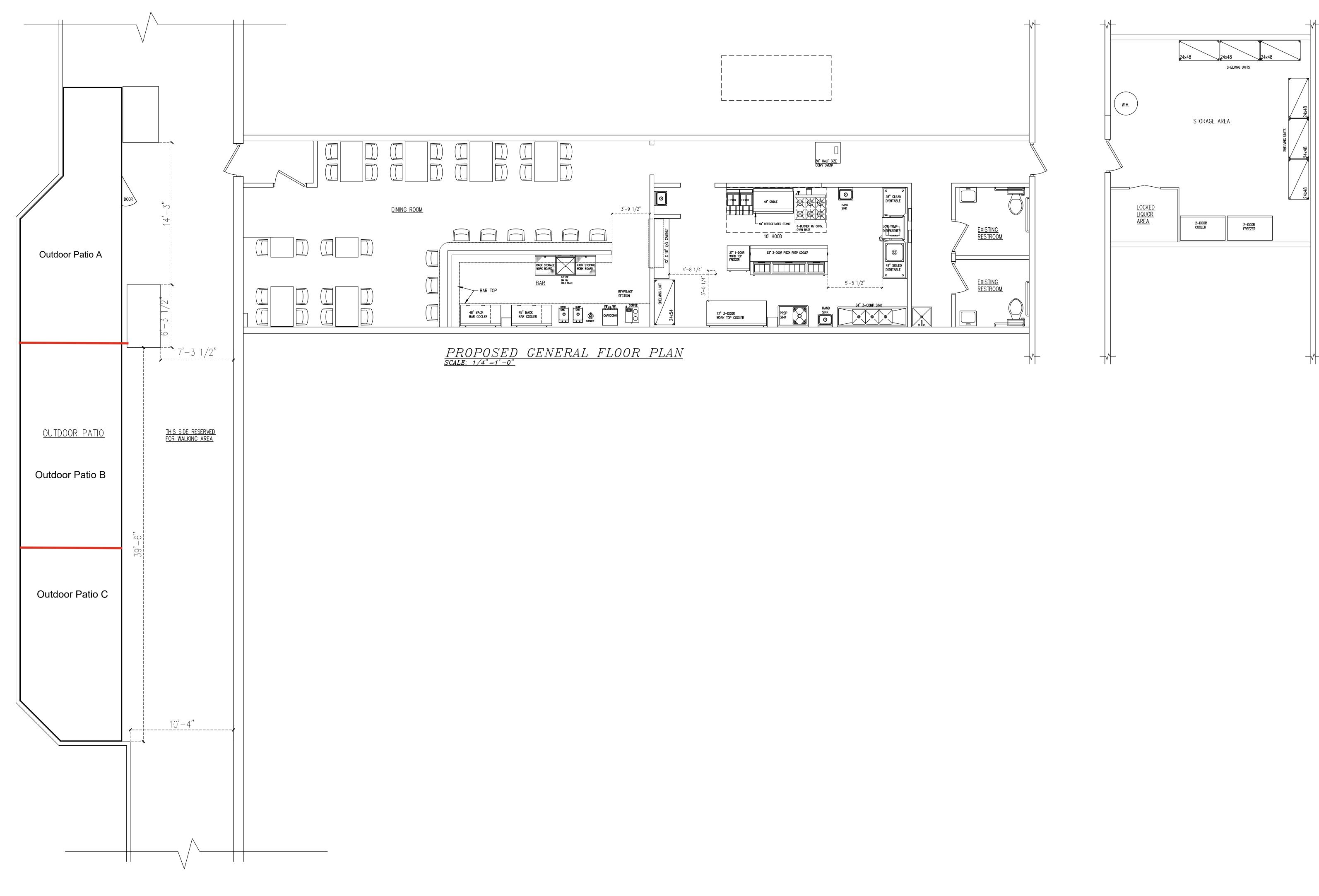
If you have any questions or need any further information, please do not hesitate to contact me or my legal assistant, Laura Peters.

Very truly yours, ADKISON, NEED, ALLEN, & RENTROP, PLLC

g alle

Kelly A. Allen

/kjp







Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission (MLCC) Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID:

Request ID:

(For MLCC use only)

#### Local Governmental Unit Approval For Social District Permit

Instructions for Governing Body of Local Governmental Unit:

A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551. Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a	meeting of the		council/board
(regular or special)		(name of city, township, or village)	)
called to order by	on	I	at
the following resolution was offered:		(date)	(time)
Moved by	and support	ed by	
that the application from			
	(name of licensee - if a corporation of	r limited liability company, please s	tate the company name)
for a Social District Permit is		by this body for co	nsideration for approval by the
Michigan Liquor Control Commission.	(recommended/not recommended)		
If not recommended, state the reason:			
	Vote		
	Yeas:	_	
	Nays:		
	Absent:	_	
I hereby certify that the foregoing is true	e and is a complete copy of the reso	lution offered and adop	ted by the
council/board at a	meeting held	1 on	(name of city, township, or village
(regular o	or special)	(date)	
I further certify that the licensed premise	es of the aforementioned licensee a	re contiguous to the co	mmons area designated by the
council/board as part of a social district	pursuant to MCL 436.1551.		
Print Name of Clerk	Signatu	re of Clerk	Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.



Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission (MLCC) Toll Free: 866-813-0011 • www.michigan.gov/lcc

**Business ID:** 

Request ID:

(For MLCC use only)

#### Local Government Approval

(Authorized by MCL 436.1501)

• You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

#### Instructions for Local Legislative Body:

• Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a	meeting of the	City of Farmington	council/board
(regular or special)		(name of township, city, village)	
called to order by		on at	
the following resolution was offered	1:	(date)	(time)
Moved by		and supported by	
that the application from Good Foo	od Farmington, LLC		
		a corporation or limited liability company, please s	tate the company name)
for the following license(s): a new Cl	lass C liquor license issued ur	(list specific licenses requested)	
to be located at: 33043 Grand River	<sup>•</sup> Ave., Farmington, MI	(list specific licenses requested)	
and the following permit, if applied	for:		
Banquet Facility Permit Addr	ess of Banquet Facility:		
It is the consensus of this body that			
It is the consensus of this body that		this application the provided of t	on be considered for
approval by the Michigan Liquor Co		bes not recommend)	
If disapproved, the reasons for disap	oproval are		
		Vote	
	Yeas		
	Nays		
	Absen	 t:	
I hereby certify that the foregoing is	s true and is a complete copy	of the resolution offered and adopted b	·
council/board at a	m	eeting held on	(name of township, — city, village)
(reg	gular or special)	(date)	
Print Name of Clerk		Signature of Clerk	Date
thin this state, including the retail sales	thereof, subject to statutory lim	Commission shall exercise complete contro itations. Further, the Commission shall have ithin this state, including the licensure of bus	the sole right, power, and dut
Diasca ra	aturn this completed form alo	ng with any corresponding documents	to:
riedse le	-	Control Commission	
	Mailing address: P.O. Bo	ox 30005, Lansing, MI 48909	
	Overnight packages: 2407 N	l. Grand River, Lansing, MI 48906	

Fax to: 517-763-0059



Equalization Division (248) 858-0740 | equal@oakgov.com

May, 2024

Ms. Meaghan Bachman, City Clerk City of Farmington 23600 Liberty Street Farmington, MI 48335

### **RE:** Amended Affidavit for the Michigan Liquor Control Commission (MLCC)

Dear Ms. Bachman:

Enclosed you will find an amended Affidavit of Micheal Lohmeier, Assessor for the City of Farmington and Oakland County Equalization Officer for use with applications you may present to the Michigan Liquor Control Commission (MLCC) this year regarding the liquor licenses available to your community under MCL 436.1521a (1) (b). This amended affidavit inclusive of the supporting private investment detail will replace the packet sent to you in April of this year. Please note that the **2021 value** has changed in this amended packet. This affidavit continues to represent the value limited to Private Investments associated with your Downtown Development Authority (DDA) District for tax years 2020 through 2024 and **will require Clerk Certification before advancing it to the Michigan Liquor Control Commission as part of an application packet**.

If you have any questions or require our further involvement in this matter, please feel free to contact me by phone at (248) 858-4994 or E-mail at <u>etzkorns@oakgov.com</u>.

Amy Jute at

Stacey Tuttle Etzkorn Appraiser III

24\_lccaffltr\_amended\_20 Enclosures

#### **AFFIDAVIT OF MICHEAL LOHMEIER**

# STATE OF MICHIGAN

COUNTY OF OAKLAND )

))

NOW COMES Micheal Lohmeier, and being first duly sworn, deposes and states as follows:

- 1. That I am the Assessor for the City of Farmington, Oakland County, Michigan and make this affidavit to the Michigan Liquor Control Commission as required under Section 521a (MCL 436.1521a (1) (b)) of the Michigan Liquor Control Code (PA 58 of 1998, as Amended) and in anticipation of applications for public on-premises licenses in addition to those quota licenses allowed the City of Farmington under Section 531 (1).
- 2. As the Assessor for the City of Farmington and after a diligent inquiry and review of the books and records of the City of Farmington, I hereby certify to the Michigan Liquor Control Commission that the total amount of Private Investment, attributable to Building Permit Activity and new Personal Property, in their Downtown Development Authority (DDA) District (established under PA 197 of 1975 now part of PA 57 of 2018) for the five (5) years preceding and ending December 31, 2023 is detailed as follows:

Tax Year 2020	(01/01/19 – 12/31/19)	1,183,780
Tax Year 2021	(01/01/20 - 12/31/20)	639,260
Tax Year 2022	(01/01/21 - 12/31/21)	551,180
Tax Year 2023	(01/01/22 - 12/31/22)	1,462,520
Tax Year 2024	(01/01/23 - 12/31/23)	1,148,060

Further deponent sayeth not.

Micheal Lohmeier

Subscribed and sworn to before me this 29<sup>th</sup> day of May, 2024 Stacey Tuttle Etzkorn, Notary Public

Oakland County, State of Michigan My commission expires: 04-16-2030

Acting in Oakland County, Michigan

#### Private Investment - Real Property

Parcel No.	Name	Address	<u>TCV</u>
N/A	N/A	N/A	0
		Total Private Real Property:	0

#### Private Investment - Personal Property

Parcel No.	Name	<u>Address</u>	TCV
20-99-00-001-200	CVS PHARMACY #8048	23391 FARMINGTON RD	64,500
20-99-00-003-080	DARRELLS FIRESTONE	23534 FARMINGTON RD	97,360
20-99-00-004-034	ATHENA NAILS	33409 GRAND RIVER AVE	240
20-99-00-004-345	DUBIN OPTOMETRIC CLINIC	23342 FARMINGTON RD	219,840
20-99-00-006-044	RAINBOW REHABILIATION CENTER	32715 GRAND RIVER AVE	3,520
20-99-00-007-009	EDIBLE ARRANGEMENTS	32736 GRAND RIVER AVE	420
20-99-00-007-032	TRE SORELLE	23366 FARMINGTON RD REAR 1	60
20-99-00-008-003	LAZIZ MEDITERANEAN CUISINE	23336 FARMINGTON RD	1,640
20-99-00-008-090	HEENEY SUNDQUIST FUNERAL	23720 FARMINGTON RD	65,260
20-99-00-011-027	BASEMENT BURGER BAR	33316 GRAND RIVER AVE	3,120
20-99-00-013-014	PAINTING WITH A TWIST	33033 GRAND RIVER AVE	100
20-99-00-013-015	ESSENTIAL FAMILY CHIROPRACTIC	23334 FARMINGTON RD	61,840
20-99-00-013-085	TJ MAXX #450	33049 GRAND RIVER AVE	10,840
20-99-00-014-006	TRUE NORTH CHRISTIAN COUNSELING	33100 GRAND RIVER AVE	20
20-99-00-014-022	LOS TRES AMIGOS	33200 GRAND RIVER AVE	1,320
20-99-00-015-038	ALL ABOUT WOMENS HEALTH	33104 GRAND RIVER AVE	60
20-99-00-015-044	DESIGN SEWING STUDIO	33335 GRAND RIVER AVE	20
20-99-00-015-050	JOHN COWLEY & SONS IRISH PUB	33338 GRAND RIVER AVE	2,860
20-99-00-015-051	FARMINGTON BREWING CO	33336 GRAND RIVER AVE	87,160
20-99-00-016-020	PAGES FOOD & SPIRITS	23621 FARMINGTON RD	2,020
20-99-00-016-036	REVA CONSULTING	32721 GRAND RIVER AVE STE 202	40
20-99-00-016-041	CASH FOR COINS	33004 GRAND RIVER AVE	40
20-99-00-017-017	GREAT LAKES ACE HARDWARE	33021 GRAND RIVER AVE	12,580
20-99-00-017-022	FRESH THYME	23300 FARMINGTON RD	16,660
20-99-00-017-033	OPTYSUITE LLC	32780 GRAND RIVER AVE # 210A	3,060
20-99-00-018-002	KERRY BLACK PHOTOGRAPHY	33335 GRAND RIVER AVE STE 201	100
20-99-00-018-004	S3 INVESTMENTS LLC	33610 GRAND RIVER AVE	40
20-99-00-018-016	LIVE NETWORK INC	32780 GRAND RIVER AVE # 202A	300
20-99-00-019-006	GREAT LOGICS INC	32770 GRAND RIVER AVE # 206B	100
20-99-00-019-007	BEAUMONT FAMILY MEDICINE	32754 GRAND RIVER AVE	20,000
20-99-00-019-008	ETHERTON KOSUTIC	33110 GRAND RIVER AVE	20
20-99-00-019-011	CUTICLE COUTURE'	33344 GRAND RIVER AVE	80
20-99-00-019-013	SIZEMORE DESIGN	33335 GRAND RIVER AVE	100
20-99-00-019-016	BODHI YOGA	33047 GRAND RIVER AVE	180
20-99-00-019-043	MASTER SALES GROUP	33018 GRAND RIVER AVE	20
20-99-00-019-049	SAMURAI HIBACHI & SUSHI	32821 GRAND RIVER AVE	101,280
20-99-00-019-051	SIDECAR SLIDER BAR	32720 GRAND RIVER AVE	380
20-99-00-020-017	SEAWAY MANUFACTURING LLC	32780 GRAND RIVER AVE # 209A	5,000
20-99-00-020-019	LOFT CIGAR LOUNGE, THE	33419 GRAND RIVER AVE	20,000
20-99-00-020-023	SUPERCUTS	33181 GRAND RIVER AVE	10,000

Parcel No.	Name	Address	<u>TCV</u>
20-99-00-020-024	NAIL BYTES	32809 GRAND RIVER AVE	30,000
20-99-00-020-026	DETROIT EATZ	32704 GRAND RIVER AVE	200,000
20-99-00-020-035	SACKLLAH & ASSOC PLLC	23607 FARMINGTON RD	10,000
20-99-00-020-036	MG BEAUTY BAR	33335 GRAND RIVER AVE STE 201	4,000
20-99-00-020-037	FIT FORTE'	23622 FARMINGTON RD	10,000
20-99-00-020-044	REDEEMED LIFE MINISTRIES	33505 STATE ST STE 100	1,000
20-99-00-020-054	RAYMOND JAMES & ASSOC	33100 GRAND RIVER AVE	46,000
20-99-00-022-045	VILLAGE SHOE INN	33224 GRAND RIVER AVE	220
20-99-00-930-016	FARMINGTON ALTERATIONS	33335 GRAND RIVER AVE	60
20-99-00-940-015	CROMWELL, JONATHAN D DC PC	23280 FARMINGTON RD	8,420
20-99-00-960-038	TIP TOP NAILS	23352 FARMINGTON RD	200
20-99-00-990-018	MIDWESTERN DNTL OF FARMINGTON PLLC	32750 GRAND RIVER AVE	2,280
20-99-00-990-022	STARBUCKS COFFEE #2289	33199 GRAND RIVER AVE	59,420
		Total Private Personal Property:	1,183,780

Total PRIVATE Real/Personal Property: 1,183,780

Private Investment - Real Property

Parcel No.	Name	Address	TCV
N/A	N/A	N/A	0
		Total Private Real Property:	0

#### Private Investment - Personal Property

Parcel No.	Name	Address	TCV
20-99-00-001-200	CVS PHARMACY #8048	23391 FARMINGTON RD	12,880
20-99-00-003-080	DARRELLS FIRESTONE	23534 FARMINGTON RD	26,320
20-99-00-004-034	ATHENA NAILS	33409 GRAND RIVER AVE	180
20-99-00-007-009	EDIBLE ARRANGEMENTS	32736 GRAND RIVER AVE	320
20-99-00-007-032	TRE SORELLE	23366 FARMINGTON RD REAR 1	40
20-99-00-008-003	SHISH CUISINE	23336 FARMINGTON RD	1,240
20-99-00-008-090	HEENEY SUNDQUIST FUNERAL	23720 FARMINGTON RD	5,180
20-99-00-011-027	BASEMENT BURGER BAR	33316 GRAND RIVER AVE	2,240
20-99-00-013-014	PAINTING WITH A TWIST	33033 GRAND RIVER AVE	80
20-99-00-013-085	TJ MAXX #450	33049 GRAND RIVER AVE	3,140
20-99-00-015-050	JOHN COWLEY & SONS IRISH PUB	33338 GRAND RIVER AVE	2,140
20-99-00-016-020	PAGES FOOD & SPIRITS	23621 FARMINGTON RD	1,520
20-99-00-016-036	REVA CONSULTING	32721 GRAND RIVER AVE STE 202	20
20-99-00-016-041	CASH FOR COINS	33004 GRAND RIVER AVE	20
20-99-00-017-017	GREAT LAKES ACE HARDWARE	33021 GRAND RIVER AVE	3,020
20-99-00-017-022	FRESH THYME FARMERS MARKET	23300 FARMINGTON RD	105,460
20-99-00-017-033	OPTYSUITE LLC	32780 GRAND RIVER AVE # 210A	60
20-99-00-018-004	S3 INVESTMENTS LLC	33610 GRAND RIVER AVE	20
20-99-00-018-016	LIVE NETWORK INC	32780 GRAND RIVER AVE # 202A	220
20-99-00-018-026	MURPHY'S EDUCATIONAL	33100 GRAND RIVER AVE	80
20-99-00-019-008	ETHERTON KOSUTIC	33110 GRAND RIVER AVE	20
20-99-00-019-011	CUTICLE COUTURE'	33344 GRAND RIVER AVE	60
20-99-00-019-016	BODHI YOGA	33047 GRAND RIVER AVE	140
20-99-00-019-049	KRAZY CRAB, THE	32821 GRAND RIVER AVE	56,080
20-99-00-019-051	SIDECAR SLIDER BAR	32720 GRAND RIVER AVE	79,620
20-99-00-020-019	LOFT CIGAR LOUNGE, THE	33419 GRAND RIVER AVE	155,480
20-99-00-020-023	SUPERCUTS	33181 GRAND RIVER AVE	140
20-99-00-020-024	NAIL BYTES	32809 GRAND RIVER AVE	420
20-99-00-020-026	DETROIT EATZ	32704 GRAND RIVER AVE	2,800
20-99-00-020-036	MG BEAUTY BAR	33425 GRAND RIVER AVE STE 201	60
20-99-00-020-037	FIT FORTE'	23622 FARMINGTON RD	140
20-99-00-020-044	REDEEMED LIFE MINISTRIES	33505 STATE ST STE 105	20
20-99-00-021-013	JHAI CONTOUR	33505 STATE ST STE 102	2,000
20-99-00-021-016	KOLOR FLOW ARTISTRY	33505 STATE ST # 201C	1,000
20-99-00-021-017	BEAUTY EMERGENCY ROOM LLC	33505 STATE ST # 201F	1,000
20-99-00-021-024	ALFIERI HAIR SALON	33045 GRAND RIVER AVE	30,000
20-99-00-021-025	GLP FINANCIAL GROUP LLC	33329 GRAND RIVER AVE	15,000
20-99-00-021-028	MASA	23310 FARMINGTON RD	60,000
20-99-00-022-045	VILLAGE SHOE INN	33224 GRAND RIVER AVE	160
20-99-00-940-015	CROMWELL, JONATHAN D DC PC	23280 FARMINGTON RD	28,520

Parcel No.	<u>Name</u>	Address	TCV
20-99-00-990-018 20-99-00-990-022	REDWOOD DENTAL STARBUCKS COFFEE #2289	32750 GRAND RIVER AVE 33199 GRAND RIVER AVE	1,720 40,700
20-33-00-330-022		Total Private Personal Property:	639,260
		Total PRIVATE Real/Personal Property:	639,260

#### Private Investment - Real Property

Parcel No.	Name	Address	<u>TCV</u>
20-23-27-156-003	XIE ZHENG, LLC	32905 GRAND RIVER AVE	20,420
		Total Private Real Property:	20,420

#### Private Investment - Personal Property

Parcel No.	Name	Address	<u>TCV</u>
20-99-00-001-200	CVS PHARMACY #8048	23391 FARMINGTON RD	5,800
20-99-00-003-080	DARRELLS FIRESTONE	23534 FARMINGTON RD	3,720
20-99-00-004-034	ATHENA NAILS	33409 GRAND RIVER AVE	420
20-99-00-006-044	RAINBOW REHABILIATION CENTER	32715 GRAND RIVER AVE	3,940
20-99-00-007-009	EDIBLE ARRANGEMENTS	32736 GRAND RIVER AVE	740
20-99-00-008-090	HEENEY SUNDQUIST FUNERAL	23720 FARMINGTON RD	12,380
20-99-00-013-014	PAINTING WITH A TWIST	33033 GRAND RIVER AVE	180
20-99-00-013-015	ESSENTIAL FAMILY CHIROPRACTIC	23334 FARMINGTON RD	2,440
20-99-00-013-085	TJ MAXX #450	33049 GRAND RIVER AVE	41,020
20-99-00-014-022	LOS TRES AMIGOS	33200 GRAND RIVER AVE	4,440
20-99-00-015-050	JOHN COWLEY & SONS IRISH PUB	33338 GRAND RIVER AVE	5,120
20-99-00-016-036	REVA CONSULTING	32721 GRAND RIVER AVE STE 202	80
20-99-00-016-041	CASH FOR COINS	33004 GRAND RIVER AVE	80
20-99-00-017-005	FARMINGTON GARAGE, THE	33014 GRAND RIVER AVE	35,440
20-99-00-017-022	FRESH THYME FARMERS MARKET	23300 FARMINGTON RD	105,780
20-99-00-017-033	OPTYSUITE LLC	32780 GRAND RIVER AVE # 210A	140
20-99-00-018-004	S3 INVESTMENTS LLC	33610 GRAND RIVER AVE	60
20-99-00-018-026	MURPHY'S EDUCATIONAL	33100 GRAND RIVER AVE	180
20-99-00-019-008	ETHERTON KOSUTIC	33110 GRAND RIVER AVE	40
20-99-00-019-011	CUTICLE COUTURE'	33344 GRAND RIVER AVE	140
20-99-00-019-016	BODHI YOGA	33047 GRAND RIVER AVE	340
20-99-00-019-049	KRAZY CRAB, THE	32821 GRAND RIVER AVE	20,700
20-99-00-019-051	SIDECAR SLIDER BAR	32720 GRAND RIVER AVE	3,300
20-99-00-020-019	LOFT CIGAR LOUNGE, THE	33419 GRAND RIVER AVE	5,800
20-99-00-020-023	SUPERCUTS	33181 GRAND RIVER AVE	340
20-99-00-020-036	MG BEAUTY BAR	33425 GRAND RIVER AVE STE 201	140
20-99-00-020-037	FIT FORTE'	23622 FARMINGTON RD	340
20-99-00-020-063	APQ LLC	33023 THOMAS ST	23,540
20-99-00-021-016	KOLOR FLOW ARTISTRY	33505 STATE ST STE 100	40
20-99-00-021-024	ALFIERI HAIR SALON	33045 GRAND RIVER AVE	1,000
20-99-00-021-028	MASA	23310 FARMINGTON RD	1,980
20-99-00-022-019	SIPP	23629 FARMINGTON RD	40,000
20-99-00-022-020	MATHNASIUM	23344 FARMINGTON RD	10,000
20-99-00-022-021	TOLONEN FAMILY PET	23320 FARMINGTON RD	40,000
20-99-00-022-024	E3 MICHIGAN	33505 STATE ST STE 203	2,000
20-99-00-022-025	TBR MATTRESS RESALE	33505 STATE ST STE 103	5,000
20-99-00-022-026	RAHTIQUE BOUTIQUE	33505 STATE ST STE 102	1,000
20-99-00-022-027	ESTHETICS BY TEWANA	33505 STATE ST # 201F	1,000
20-99-00-022-029	YORK EMPOWERMENT GROUP	33505 STATE ST # 201D	1,000
20-99-00-022-034	COMFORT KEEPERS	33312 GRAND RIVER AVE	2,000
20-99-00-022-036	GOOD VYBZ	32758 GRAND RIVER AVE	50,000
20-99-00-022-041	DESIGN SEWING STUDIO	33425 GRAND RIVER AVE STE B-9	2,500

Parcel No.	Name	Address	<u>TCV</u>
20-99-00-022-042	BEYOND JUICERY	33317 GRAND RIVER AVE	50,000
20-99-00-022-045	VILLAGE SHOE INN	33224 GRAND RIVER AVE	400
20-99-00-940-015	CROMWELL, JONATHAN D DC PC	23280 FARMINGTON RD	10,020
20-99-00-990-018	REDWOOD DENTAL	32750 GRAND RIVER AVE	4,100
20-99-00-990-022	STARBUCKS COFFEE #2289	33199 GRAND RIVER AVE	32,080
		Total Private Personal Property:	530,760

Total PRIVATE Real/Personal Property: 551,180

#### Private Investment - Real Property

Parcel No.	Name	<u>Address</u>	<u>TCV</u>
20-23-27-155-001 20-23-27-156-003	DAMKCAT REAL ESTATE HOLDINGS, LLC XIE ZHENG, LLC	33335 GRAND RIVER AVE 32905 GRAND RIVER AVE	557,440 256,640
		Total Private Real Property:	814,080

#### Private Investment - Personal Property

Parcel No.	Name	<u>Address</u>	TCV
20-99-00-004-034	ATHENA NAILS	33409 GRAND RIVER AVE	660
20-99-00-006-044	RAINBOW REHABILIATION CENTER	32715 GRAND RIVER AVE	6,480
20-99-00-007-009	EDIBLE ARRANGEMENTS	32736 GRAND RIVER AVE	1,160
20-99-00-008-090	HEENEY SUNDQUIST FUNERAL	23720 FARMINGTON RD	51,040
20-99-00-013-014	PAINTING WITH A TWIST	33033 GRAND RIVER AVE	280
20-99-00-013-015	ESSENTIAL FAMILY CHIROPRACTIC	23334 FARMINGTON RD	3,800
20-99-00-015-038	ALL ABOUT WOMENS HEALTH	23415 FARMINGTON RD	2,500
20-99-00-015-051	FARMINGTON BREWING CO	33336 GRAND RIVER AVE	107,860
20-99-00-016-036	REVA CONSULTING	32721 GRAND RIVER AVE STE 202	120
20-99-00-016-041	CASH FOR COINS	33004 GRAND RIVER AVE	120
20-99-00-017-017	GREAT LAKES ACE HARDWARE	33021 GRAND RIVER AVE	6,860
20-99-00-017-022	FRESH THYME FARMERS MARKET	23300 FARMINGTON RD	283,180
20-99-00-018-004	S3 INVESTMENTS LLC	33610 GRAND RIVER AVE	100
20-99-00-019-008	ETHERTON KOSUTIC	33110 GRAND RIVER AVE	60
20-99-00-019-011	CUTICLE COUTURE'	33344 GRAND RIVER AVE	220
20-99-00-019-049	KRAZY CRAB, THE	32821 GRAND RIVER AVE	33,400
20-99-00-020-019	LOFT CIGAR LOUNGE, THE	33419 GRAND RIVER AVE	9,060
20-99-00-021-016	KOLOR FLOW ARTISTRY	33505 STATE ST STE 100	60
20-99-00-021-024	ALFIERI HAIR SALON	33045 GRAND RIVER AVE	1,560
20-99-00-021-028	MASA	23310 FARMINGTON RD	3,100
20-99-00-022-019	SIPP	23629 FARMINGTON RD	2,000
20-99-00-022-020	MATHNASIUM	23344 FARMINGTON RD	500
20-99-00-022-021	TOLONEN FAMILY PET SHOP	23320 FARMINGTON RD	2,000
20-99-00-022-024	E3 MICHIGAN	33505 STATE ST STE 103	100
20-99-00-022-027	ESTHETICS BY TEWANA	33505 STATE ST # 201F	60
20-99-00-022-041	DESIGN SEWING STUDIO	33425 GRAND RIVER AVE STE B-9	120
20-99-00-022-045	VILLAGE SHOE INN	33224 GRAND RIVER AVE	620
20-99-00-023-005	F45 TRAINING	33019 GRAND RIVER AVE	40,000
20-99-00-023-006	VESTALIA HOMES	23352 FARMINGTON RD	25,000
20-99-00-023-007	APOTHECARY ESPRESSO	23366 FARMINGTON RD	20,000
20-99-00-023-008	BIG SALAD, THE	23342 FARMINGTON RD	40,000
20-99-00-990-018	REDWOOD DENTAL	32750 GRAND RIVER AVE	6,420
		Total Private Personal Property:	648,440

Total PRIVATE Real/Personal Property: 1,462,520

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Private Investment - Real Property

Parcel No.	Name	Address	<u>TCV</u>
N/A	N/A	N/A	0
		Total Private Real Property:	0

#### Private Investment - Personal Property

Parcel No.	Name	Address	TCV
20-99-00-004-034	ATHENA NAILS	33409 GRAND RIVER AVE	700
20-99-00-007-009	EDIBLE ARRANGEMENTS	32736 GRAND RIVER AVE	1,220
20-99-00-008-090	HEENEY SUNDQUIST FUNERAL	23720 FARMINGTON RD	12,580
20-99-00-013-014	PAINTING WITH A TWIST	33033 GRAND RIVER AVE	280
20-99-00-013-015	ESSENTIAL FAMILY CHIROPRACTIC	23334 FARMINGTON RD	4,000
20-99-00-015-038	ALL ABOUT WOMENS HEALTH	23415 FARMINGTON RD	260
20-99-00-016-036	REVA CONSULTING	32721 GRAND RIVER AVE STE 202	120
20-99-00-016-041	CASH FOR COINS	33004 GRAND RIVER AVE	120
20-99-00-017-005	FARMINGTON GARAGE, THE	33014 GRAND RIVER AVE	268,940
20-99-00-017-017	GREAT LAKES ACE HARDWARE	33021 GRAND RIVER AVE	7,200
20-99-00-017-022	FRESH THYME FARMERS MARKET	23300 FARMINGTON RD	44,660
20-99-00-018-004	S3 INVESTMENTS LLC	33610 GRAND RIVER AVE	120
20-99-00-019-008	ETHERTON KOSUTIC	33110 GRAND RIVER AVE	60
20-99-00-019-011	CUTICLE COUTURE'	33344 GRAND RIVER AVE	220
20-99-00-019-049	KRAZY CRAB, THE	32821 GRAND RIVER AVE	7,840
20-99-00-020-019	LOFT CIGAR LOUNGE, THE	33419 GRAND RIVER AVE	9,520
20-99-00-020-063	APQ LLC	33023 THOMAS ST	267,080
20-99-00-021-016	KOLOR FLOW ARTISTRY	33505 STATE ST STE 100	60
20-99-00-021-024	ALFIERI HAIR SALON	33045 GRAND RIVER AVE	1,620
20-99-00-022-019	SIPP	23629 FARMINGTON RD	2,100
20-99-00-022-020	MATHNASIUM	23344 FARMINGTON RD	520
20-99-00-022-021	TOLONEN FAMILY PET SHOP	23320 FARMINGTON RD	2,100
20-99-00-022-024	E3 MICHIGAN	33505 STATE ST STE 103	100
20-99-00-022-027	ESTHETICS BY TEWANA	33505 STATE ST # 201F	60
20-99-00-022-041	DESIGN SEWING STUDIO	33425 GRAND RIVER AVE	140
20-99-00-022-045	VILLAGE SHOE INN	33224 GRAND RIVER AVE	640
20-99-00-023-005	F45 TRAINING	33019 GRAND RIVER AVE	2,000
20-99-00-023-007	APOTHECARY ESPRESSO	23366 FARMINGTON RD	1,000
20-99-00-023-008	BIG SALAD, THE	23342 FARMINGTON RD	2,000
20-99-00-024-003	BLUE HAT COFFEE GALLERY	23715 FARMINGTON RD	25,000
20-99-00-024-022	MASSAGE LUXE	33037 GRAND RIVER AVE	30,000
20-99-00-024-023	SUGARBARE AND BRONZED	33181 GRAND RIVER AVE	25,000
20-99-00-024-033	KAHN, JACOB ATTORNEY	33110 GRAND RIVER AVE	1,000
20-99-00-024-034	SKEP SPACE	33018 GRAND RIVER AVE	1,000
20-99-00-024-035	BEAUTY ROOM, THE	32780 GRAND RIVER AVE # 204A	5,000
20-99-00-024-037	TAQUES	32758 GRAND RIVER AVE	120,000
20-99-00-024-039	BOB'S BIG BOY	32704 GRAND RIVER AVE	120,000
20-99-00-024-046	MY CRANIALSACRAL HEALING	33505 STATE ST # 201D	1,000
20-99-00-024-047	BEA LOVE LEIGH	33505 STATE ST STE 203	1,000
20-99-00-024-048	MICHELLE ZMICH THERAPEUTICS	33505 STATE ST # 201B	1,000

Parcel No.	Name	Address	<u>TCV</u>
20-99-00-024-049	SUPREME BEAUTY	33505 STATE ST STE 102	2,000
20-99-00-024-050	EMILY VINCENT PHOTOGRAPHY	33505 STATE ST STE 200	2,000
20-99-00-024-054	HEIGHTS BREWING COMPANY	23621 FARMINGTON RD	150,000
20-99-00-940-015	CROMWELL, JONATHAN D DC PC	23280 FARMINGTON RD	20,060
20-99-00-990-018	REDWOOD DENTAL	32750 GRAND RIVER AVE	6,740
		Total Private Personal Property:	1,148,060

Total PRIVATE Real/Personal Property: 1,148,060

Farmington City Council Staff Report	Council Meeting Date: August 19, 2024	ltem Number 7B
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Submitted by: David Murphy

Agenda Topic: Warner Home Appropriation Budget, Concept and Ad Hoc Committee

**<u>Proposed Motion</u>**: Move to approve the proposed concept for the future of the Warner Home and grounds as an event space, and the proposed budget to utilize the \$1,000,000 appropriation for the Warner Home and grounds as presented, and an ad hoc committee consisting of the City Manager, Superintendent of Public Works and two City Council members.

**Background:** In January of 2024, the City of Farmington was granted a \$1,000,000 appropriation to be used on the Warner Home and grounds. I met with DPW Superintendent, Chuck Eudy, to prepare a budget to utilize the funds as part of the grant award. Chuck and I met with Council Member Schneemann last week to revise the budget and take into consideration the concept that Council Member Schneemann proposed. Please see the attached proposed budget. An ad hoc committee consisting of the City Manager, Superintendent of Public Works and two City Council members should be assembled to over see the repairs and coordinate the next phases of the event center.

Materials: Proposed Budget

10,000
400,000
100,000
300,000
15,000
100,000
26,000
\$ 951,000

Farmington City Council Staff Report	Council Meeting Date: August 19, 2024	ltem Number 7C
Submitted by: David Murphy		
Agenda Topic: Thomas Street Concept Plan		
<b>Proposed Motion</b> : Move to approve the proposed for the Thomas Street Alley from OHM in a		
<b>Background:</b> Thomas is going to be rebuilt wi project. This gives us the opportunity redesign I requested a cost estimate for a concept desig city's Engineers. Please see the attached propo	Thomas Street between Warner a n and preliminary opinion of cos	and Farmington.
Materials: Proposed concept design from OHM,		



July 30, 2024

Mr. David Murphy City Manager City of Farmington 23600 Liberty Street Farmington, MI 48335

Subject: Thomas Street Alley Concept Plan Concept Development & Preliminary Opinion of Cost Services Proposal

Dear Mr. Murphy:

OHM Advisors (OHM) is pleased to submit this proposal for concept design and preliminary opinion of cost services for the Thomas Street Alley Concept Plan. This proposal has been prepared based on discussions with City staff and previously prepared plans for Downtown Farmington. Additionally, this letter presents our understanding of the project scope, clarifications and assumptions, deliverables, project schedule, and anticipated project fees.

#### **PROJECT UNDERSTANDING**

In discussions with the City of Farmington about the future of the downtown community, Thomas Street has been elevated as an essential corridor to explore. Its current identity is complex and multifaceted, supporting the community as part roadway, part neighborhood, part parking lot and part pedestrian access point behind Grand River Corridor commercial district.

Our understanding of the Thomas Street Corridor project is to develop concepts that help reinvigorate it into both a functional access point as well as a vibrant, sustainable alleyway that reinforces the strength of the downtown identity. With future development forthcoming, Thomas Street is envisioned to become a more utilized space, and with that, there is a need to enhance the social fabric of the area.

To ensure a successful concept, it must be rooted in factual data. Our team will be studying Oakland County and OHM GIS documents in addition to published plans that have set the tone for future development expectations. In addition to understanding existing context, is vital that walkability, accessibility, and multi-modal transportation opportunities are explored. Opportunities to incorporate green infrastructure and other sustainably minded design elements exist, and considering safety, lighting and mimicking materiality of existing downtown context will help to enhance the identity of place. Also, an emphasis will be placed on carrying the themes and elements of the downtown streetscape into the alley, similar to Farmington Road and Warner Street.

Thomas Street has the potential to become an established public passageway, supporting the shops, restaurants and residents throughout the seasons, while also activating the existing corridor and planning for future development. Concepts developed will evoke thoughtful and timeless deign considerations that benefit the City of Farmington for years to come.

**T** 734.522.6711 **F** 734.522.6427

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#### **PROJECT SCOPE**

#### Task 1-Project Exploration

Task 1 is intended to confirm the scope, schedule, communications preferences, and deliverables preferred by the City of Farmington.

#### Task 1.1 – Kick off meeting with Client

OHM Advisors will hold one (1) in person client meeting with staff from The City of Farmington and the Downtown Development Authority (DDA) to review the proposed scope of work, timeline, and deliverables laid out in this proposal. This meeting will also serve as an opportunity to formalize the goals and objectives of the visualization project to ensure that all parties are aligned with the vision and establish a cadence for future monthly client team progress meetings. OHM Advisors will work with Farmington staff to establish a regular cadence of progress meetings. Up to eight (8) meetings through the life of the project will be identified.

#### Task 1.2 - Collection of Data and Analysis

• OHM Advisors will gather relevant right-of-way (ROW) and utility drawings from public sources, future Hillside Townes plans, and the completed Downtown Area Plan data for inclusion in a base map and plan for Thomas Street. This data will be integral to beginning the development of the schematic design and will allow OHM to create a plan consistent with previous, on-going, and future work.

#### Task 1.3 – Steering Committee Meeting 1

• OHM Advisors will meet with the project steering committee to discuss overall goals and vision for the Thomas Street Alley. Depending on the weather, OHM Advisors is proposing a site walk through with the Steering Committee to allow each participating member the opportunity to experience the site firsthand and offer their observations.

#### Task 2 - Alley Concept Development

In Task 2, OHM Advisors will work to develop a variety of conceptual ideas for the Thomas Street Alley that will be refined through the community engagement process.

#### Task 2.1 – Existing Conditions Analysis

• Utilizing the data collected in Task 1.2, OHM Advisors will perform an analysis of the existing features of both the Thomas Street Alley and the surrounding land uses. The existing conditions analysis will also note potential constraint areas within the Study Area. The data analyzed will be collected in an ArcGIS map database on noted on the base map. The goal with this task is to identify the areas of opportunity, as well as any challenges, that current exist along Thomas Street.

#### Task 2.2 – Concept Development

• OHM Advisors will develop up to three (3) draft concepts for the Thomas Street Alley. Given the current layout and ROW availability of Thomas Street, each concept may contain more than one design cross section. The two concepts will provide a broader level of detail and will explore possibilities for integrating green infrastructure, pedestrian/decorative lighting, pedestrian walkability, distinct paving, functionality of parking, connections to downtown, and adaptable space. These concepts will be presented to the Steering Committee and public for feedback on the design.

Thomas Street Alley Concept Plan July 30, 2024 Page 3 of 5



#### Task 2.3 – Steering Committee Meeting 2

• OHM Advisors will meet with the Steering Committee following the development of the three concept designs to gather input on the plans. This meeting is intended to function more as a design charrette to allow committee members to identify the aspects of each design they like and which they do not like. Feedback will be incorporated into the concepts before presenting to the general public.

#### Task 3 - Final Concept Refinement

The final task of the plan will focus on refining the preferred concept developed in Task 2 and documenting the details of design.

- Task 3.1 Refinement of Preferred Concept
  - OHM Advisors will review the feedback and comments collected from the Steering Committee and public into the recommended concept. The refined concepts will include additional detail not shown in the first round of concepts and will be portrayed in a more detailed style using computer modeling tools such as Photoshop, SketchUp, and Lumion.

#### Task 3.2 – Steering Committee 3

• OHM Advisors will present the refined version of the preferred concept to the Steering Committee for review and feedback. Comments and input from the members will be recorded and used to update the design as needed.

#### Task 3.3 - Implementation Plan

• OHM Advisors will create an implementation plan for the recommended design concept that includes details required to move the design forward to construction. The implementation plan will include cost estimates, phasing recommendations, and funding opportunities.

#### Task 3.4 – Presentation to City Council and DDA

 Following the refinement of the preferred design, OHM Advisors will present the design development process and final design concepts to the Farmington City Council, Farmington DDA, and DDA design committee. The project team will be available to answer questions and provide additional insight to the design concepts.

#### **Task 3.5 – Final Report Development**

• OHM Advisors will develop a comprehensive summary report that include the work completed as part of the Thomas Street Alley Concept Plan. This report will include all relevant graphics, maps, images, and analysis needed to carry the project toward construction.

#### **CLARIFICATIONS & ASSUMPTIONS**

The above noted project fees are based on the following assumptions, in addition to the ones listed in the Project Scope section of the proposal:

Easement preparation (outside of linework exhibits), negotiation meetings, and/or revisions have not been included in the project fee. These services can be provided on an hourly, as-needed basis. We have included initial linework exhibits/sketches in our fee, but it is assumed the City will be responsible for Thomas Street Alley Concept Plan July 30, 2024 Page 4 of 5



negotiating and securing the easements. Front end documentation can be provided on an hourly, asneeded basis, or the City may choose to prepare these in-house.

- OHM will utilizing pertinent right-of-way information in the concept plan obtained from Oakland County GIS.
- Design documents, including construction plans, structural design of bridges, landscaping design, lighting design, boardwalks and/or retaining wall design, construction specifications, and bidding package documents have not been included. It is assumed that these services will be included in a final engineering design proposal that will be provided under separate cover at a later date.
- Construction engineering, observation, administration, and material testing services fees have not been included in the fees outlined above. These services will be included in a separate proposal at a later date.

#### DELIVERABLES

OHM Advisors will provide the following deliverables as a part of the concept plan development scope of work:

- **N** Base map of existing conditions
- Concept plan view drawings of two (2) alternative designs
- Renderings of the preferred concept design at up to three (3) locations in the Study Area.
- Concept level opinions of probable construction cost for the recommended alternative.
- Final report summary of recommendations

#### SCHEDULE

Should our proposal be accepted, we anticipate starting work within one month after written authorization is provided.

OHM Advisors will complete the project within six (6) months of receiving an authorized contract.

Thomas Street Alley Concept Plan July 30, 2024 Page 5 of 5



#### FEE SCHEDULE

The Professional Services will be performed on an hourly not-to-exceed basis, in accordance with the established Hourly Rate Schedule for the City of Farmington.

<u>Task</u>	Description	Fee
Task 1	Project Exploration	\$5,000
Task 2	Alley Concept Development	\$16,000
Task 3	Final Concept Refinement	\$31,000
TOTAL FEE	-	\$52,000

We thank you for this opportunity to provide professional landscape architecture and planning services. Should there be any questions, please contact us at (734) 522-6711. If you find our proposal acceptable, please execute a copy of the attached agreement and return one (1) copy to us for our files.

Sincerely, OHM Advisors,

Matthew D. Parks, P.E. Principal

Encl: Terms and Conditions

Cc: Eric Dryer, OHM Sarah Huddas, OHM Austin Downie, OHM

> City of Farmington Thomas Street Alley Concept Plan

Accepted by:	
Printed Name:	
Title:	
Date:	

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×.

×.

Farmington City Council Staff Report	Council Meeting Date: August 19, 2024	ltem Number 7D
Submitted by:	-	
Charles Eudy, Superintendent		
Agenda Topic:		
Construction Estimate No. 8 for the 2022 Road	Rehabilitation Project	
Proposed Motion:		
Move to approve payment to Best Asphalt Incor amount of \$18,186.67 for the 2022 Road Rehat		No. 8 in the

### **Background:**

In conjunction with the city's consulting engineers Orchard Hiltz & McCliment Advisors (OHM), bids were solicited for the 2022 Road Rehabilitation Program. The committee selected multiple local streets based upon PASER Score, infrastructure condition including water main, and sanitary sewer. The 2022 Road Rehabilitation Program will not conflict with other capital improvement projects this year.

#### Construction Estimate No.8:

Is for mobilization, traffic control and ditch cleanout in the Flemming area and mobilization and traffic control for the Shiawassee ditching.

A final payment application will be processed in the spring to account the total unit quantities and verify turf establishment at all locations.

OHM recommends approving payment to Best Asphalt Incorporated located in Romulus MI in the amount of \$18,186.67 with retainage reduced to \$500 for this season's project. Total earned by Best Asphalt to date is \$1,179,492.26 A final change order and Payment Application will be prepared in the spring to close out this project unless other asphalt streets are recommended to be resurfaced under this contract.

#### <u>Materials:</u>

OHM Recommendation of Payment Application No. 8 Contractors Declaration



July 16, 2024

Mr. Chuck Eudy (via e-mail) Public Works Superintendent City of Farmington 23600 Liberty Street Farmington, Michigan 48335

Regarding: City of Farmington – 2022 Road Rehabilitation Program OHM Job No. 0111-21-0050 Payment Application No.8

Dear Mr. Eudy:

Enclosed are progress Payment Application No. 8 and a Contractor's Declaration for the referenced project.

Best Asphalt, Inc. has completed the work shown on the attached payment application for the period ending June 26, 2024, and we would recommend payment to the Contractor in the amount of **\$18,186.67** which includes the partial release of previously held retainage.

Sincerely, OHM Advisors

Matthe Oak

Matt Parks, P.E. Project Manager

cc: Joshua Leach, Assistant Superintendent (via e-mail) Brad Hanson, Best Asphalt, Inc. (via email) Mike McNutt, OHM Advisors (via e-mail) File

P:\0101\_0125\0111210050\_2022\_Road\_Rehab\_Program\\_Construction\Pay Apps\_CO\Pay Apps\No.8\2022 Road Rehab Program\_Pay App No.8.docx

T 734.522.6711 F 734.522.6427

		PAYMENT APPLICATION	CATION	Ð	OHM Advancing Communities"
Project: City of Farmington - 2022 Road Rehabilitation Program OWNER: City of Farmington		CONTRACTOR Best Asphalt, Inc.		Job N Nun Period End I St	Job Number: 0111-21-0050 Number: 8 Period End Date: 6/26/2024 Status: Approved
23600 Liberty Street		: 6334 N. Beverly Plaza		Contract Start [	Contract Start Date: 7/15/2022
Farmington, MI 48335 (248) 474-5500 SCHEDULE On STATUS:		Romulus, MI 48174 (734) 729-9440		Contract Duration: 90 Contract Duration: 90 Print Date: 7/1	t Duration: 90 Print Date: 7/16/2024
Original Contract	\$953,316.54	Change Order 1:	\$63,462.50	Earnings This Period:	\$1,440.45
Amount: Change Orders Amount: Current Contract	\$250,545.27 \$1,203,861.81	Change Order 2: Change Order 3:	\$12,309.73 (\$181,647.11)	Earnings To Date: Previous Retainage Amount:	\$1,179,492.26 \$17,246.22
Amount:		Change Order 4: Change Order 5:	\$11,495.79 \$344,924.36 \$250,545.27	Retainage This Period: Less Total Retained To Date: Net Earned:	(\$16,746.22) \$500.00 \$1,178,992.26
Retainage: Lump Sum				Amount Due Contractor: Aniount Due Contractor: Ai	an, rou, suo: .29 \$18,186.67 Amount Due Contractor includes (\$16,746.22) of previousily held retainade
Approved By Michael McNutt Construction Group Manager		Michael McNutt	Dollary signed by Michael Michael Doll C-445, E-michael mountilightmenshiren con, O-OHM-Advisor, CN-Michael Michael Doll 2024.07.10 12:07:300-1107	Date	
Chuck Eudy - Public Works Superintendent - City of Farmington	ty of	uf the		Date	3/24
<b>OHM Advisors</b> 34000 Plymouth Road Livonia, MI 48150		(734) 522-6711	÷		OHM-Advisors.com

City of Farmi	City of Farmington - 2022 Road Renabilitation Program								
Items									
ltem	Description	Original Quantity	Quantity	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
Division: B -	Division: B - 11 - Fleming & Moore								
220	Mobilization Max 5%	0.00 LSUM	1.00	\$625.00	0.00	0.00	\$0.00	1.00	\$625.00
221	Traffic Maintenance and Control	0.00 LSUM	1.00	\$2,000.00	0.00	0.00	\$0.00	1.00	\$2,000.00
222	Sawcut Ex Conc End Section	0.00 Ea	2.00	\$500.00	0.00	0.00	\$0.00	2.00	\$1,000.00
223	Backfill & Restoration	0.00 LSUM	1.00	\$2,250.00	0.00	0.00	\$0.00	1.00	\$2,250.00
224	Culv End Sect, Conc, 12 inch	0.00 Ea	2.00	\$750.00	0.00	0.00	\$0.00	2.00	\$1,500.00
225	2' Inlet Structure w/Low Profile Beehive Cover	0.00 Ea	2.00	\$2,250.00	0.00	0.00	\$0.00	4.00	\$9,000.00
226	Conc Spillway	0.00 Ea	2.00	\$750.00	0.00	0.00	\$0.00	0.00	\$0.00
264	Audio Video Route Survey	0.00 LSUM	1.00	\$1,000.00	0.00	0.00	\$0.00	0.00	\$0.00
				B - 11 -	- Fleming & Moore Sub-Total:	re Sub-Total:	\$0.00		\$16,375.00
						Retainage	(\$329.77)		
Division: C -	Division: C - 12 - Fleming & Cass NE Corner								
227	Mobilization Max 5%	0.00 LSUM	1.00	\$600.00	0.00	0.00	\$0.00	1.00	\$600.00
228	Excavate & Cut Ex Conc End Section	0.00 Ea	2.00	\$1,000.00	0.00	0.00	\$0.00	0.00	\$0.00
229	Fill Ditch & Restoration	0.00 LSUM	1.00	\$2,250.00	0.00	0.00	\$0.00	1.00	\$2,250.00
230	Culv End Sect, Conc, 12 inch	0.00 Ea	1.00	\$750.00	0.00	0.00	\$0.00	0.00	\$0.00
231	Culv End Sect, CMP, 12 inch	0.00 Ea	1.00	\$650.00	0.00	0.00	\$0.00	2.00	\$1,300.00
232	Culv, CL IV, Conc, 12 inch	0.00 Ft	12.00	\$95.00	0.00	0.00	\$0.00	60.00	\$5,700.00
233	4' Dia. Structure over Ex Pipe	0.00 Ea	2.00	\$2,750.00	0.00	0.00	\$0.00	0.00	\$0.00
265	Audio Video Route Survey	0.00 LSUM	1.00	\$1,000.00	0.00	0.00	\$0.00	0.00	\$0.00
266	Traffic Maintenance and Control	0.00 LSUM	1.00	\$2,000.00	0.00	0.00	\$0.00	1.00	\$2,000.00
			0	C - 12 - Fleming &	& Cass NE Corner Sub-Total:	ler Sub-Total:	\$0.00		\$11,850.00
						Retainage	(\$200.73)		
Division: D -	Division: D - 13 - Fleming & Cass SE Comer								
234	Mobilization Max 5%	0.00 LSUM	1.00	\$1,500.00	0.00	0.00	\$0.00	1.00	\$1,500.00
235	Excavate & Cut Ex Conc End Section	0.00 Ea	4.00	\$1,000.00	0.00	0.00	\$0.00	1.00	\$1,000.00
236	Remove & Dispose of Ex Riprap	0.00 Ft	140.00	\$30.00	0.00	0.00	\$0.00	138.00	\$4,140.00
237	Fill Ditch & Restoration	0.00 LSUM	1.00	\$9,000.00	0.00	0.00	\$0.00	1.00	\$9,000.00
238	Culv End Sect, Conc, 12 inch	0.00 Ea	2.00	\$750.00	0.00	0.00	\$0.00	1.00	\$750.00
239	Pipe, 12 inch, SDR 35 PVC	0.00 Ft	42.00	\$95.00	0.00	0.00	\$0.00	73.50	\$6,982.50
240	2' Inlet Structure w/Low Profile Beehive Cover	0.00 Ea	1.00	\$2,250.00	0.00	0.00	\$0.00	3.00	\$6,750.00
241	4' Dia. Structure over Ex Pipe	0.00 Ea	2.00	\$2,750.00	0.00	0.00	\$0.00	0.00	\$0.00
OHM Advisors			(734) 522-6711					OHM-	OHM-Advisors.com
Livonia, MI 48150	48150								

City of Farm	City of Farmington - 2022 Hoad Henabilitation Program								
Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
267	Audio Video Route Survey	0.00 LSUM	1.00	\$1,000.00	0.00	0.00	\$0.00	0.00	\$0.00
268	Traffic Maintenance and Control	0.00 LSUM	1.00	\$2,000.00	0.00	0.00	\$0.00	1.00	\$2,000.00
				D - 13 - Fleming & Cass SE Corner Sub-Total:	Cass SE Corn	er Sub-Total:	\$0.00		\$32,122.50
				2		Retainage	(\$562.69)		3
Division: E -	Division: E - 14 - Misc Roads								
242	Mobilization Max 5%	0.00 LSUM	1.00	\$300.00	0.00	0.00	\$0.00	1.00	\$300.00
243	Maintenance Aggregate, 21AA	0.00 Ton	25.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
244	Sprinkler Line, up to 1 inch	0.00 Ft	100.00	\$5.00	0.00	0.00	\$0.00	0.00	\$0.00
245	Sprinkler Head, Remove & Reset	0.00 Ea	10.00	\$100.00	0.00	0.00	\$0.00	0.00	\$0.00
246	Sprinkler Head, Replace	0.00 Ea	10.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
269	Audio Video Route Survey	0.00 LSUM	1.00	\$1,000.00	0.00	0.00	\$0.00	0.00	\$0.00
270	Traffic Maintenance and Control	0.00 LSUM	1.00	\$2,000.00	0.00	0.00	\$0.00	1.00	\$2,000.00
				т. '	- 14 - Misc Roa	14 - Misc Roads Sub-Total:	\$0.00		\$2,300.00
						Retainage	\$0.00		
Division: F -	Division: F - 15 - Misc Shiaw. Ditch								
247	Mobilization Max 5%	0.00 LSUM	1.00	\$10,000.00	0.00	0.00	\$0.00	1.00	\$10,000.00
271	Audio Video Route Survey	0.00 LSUM	1.00	\$1,000.00	0.00	0.00	\$0.00	0.00	\$0.00
272	Traffic Maintenance and Control	0.00 LSUM	1.00	\$2,000.00	0.00	0.00	\$0.00	1.00	\$2,000.00
				F - 15 -	F - 15 - Misc Shiaw. Ditch Sub-Total:	tch Sub-Total:	\$0.00		\$12,000.00
						Retainage	\$0.00		
Division: G	Division: G - 16 - Roads								
248	Sewer, Rem, Less than 24 inch	0.00 Ft	78.00	\$40.00	0.00	0.00	\$0.00	77.00	\$3,080.00
249	Curb and Gutter, Rem	0.00 Ft	54.00	\$15.00	0.00	0.00	\$0.00	80.60	\$1,209.00
250	Pavt, Rem	0.00 Syd	77.00	\$25.00	0.00	0.00	\$0.00	80.46	\$2,011.50
251	Sidewalk, Rem	0.00 Syd	149.00	\$25.00	0.00	0.00	\$0.00	166.07	\$4,151.75
252	Aggregate Base, 21AA (Limestone), 8 inch	0.00 Syd	54.00	\$20.00	0.00	0.00	\$0.00	63.11	\$1,262.20
253	Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	0.00 Ft	78.00	\$95.00	0.00	0.00	\$0.00	77.00	\$7,315.00
273	Sign, Remove & Reset	0.00 Ea	1.00	\$150.00	0.00	0.00	\$0.00	1.00	\$150.00
274	Erosion Control, Inlet Protection, Fabric Drop	0.00 Ea	12.00	\$100.00	0.00	0.00	\$0.00	0.00	\$0.00
275	Cold Milling HMA Surface	0.00 Syd	7842.00	\$3.15	0.00	0.00	\$0.00	7365.18	\$23,200.32
276	Pavt Joint and Crack Repr, Det 7	0.00 Ft	1000.00	\$20.00	0.00	0.00	\$0.00	505.20	\$10,104.00
277	Hand Patching	0.00 Ton	5.00	\$250.00	0.00	0.00	\$0.00	37.77	\$9,442.50
278	HMA, MDOT 13A	0.00 Ton	1086.00	\$116.21	0.00	0.00	\$0.00	1035.84	\$120,374.97
279	Conc Pavt with Integral Curb, Nonreinf, 8 inch	0.00 Syd	6.00	\$150.00	0.00	0.00	\$0.00	3.79	\$568.50
280	Curb and Gutter, Conc, Det F4	0.00 Ft	54.00	\$58.00	0.00	0.00	\$0.00	80.50	\$4,669.00
OHM Advisors	Ors		(734) 522-6711					OHM	OHM-Advisors.com
34000 Plymouth Road	outh Road								
livonia MI 48150	18150								

Livonia, MI 48150

ltem	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
281	Detectable Warning Surface	0.00 Ft	33.00	\$75.00	0.00	0.00	\$0.00	45.00	\$3,375.00
282	Sidewalk, Conc, 4 inch	0.00 Sft	745.00	\$8.00	0.00	0.00	\$0.00	747.03	\$5,976.24
283	Sidewalk Ramp, Conc, 6 inch	0.00 Sft	721.00	\$11.00	0.00	0.00	\$0.00	818.93	\$9,008.23
284	Turf Establishment	0.00 Syd	177.00	\$15.00	96.03	0.00	\$1,440.45	472.54	\$7,088.10
					G - 16 - Ro	G - 16 - Roads Sub-Total:	\$1,440.45		\$212,986.30
						Retainage	(\$5,899.94)		
Division: H	Division: H - 17 - Shiaw. Ditch								
254	Dr Structure, Rem	0.00 LSUM	1.00	\$850.00	0.00	0.00	\$0.00	0.00	\$0.00
255	Sewer, Rem, Less than 24 inch	0.00 Ft	6.00	\$40.00	0.00	0.00	\$0.00	0.00	\$0.00
256	Pavt,Rem	0.00 Syd	9.00	\$25.00	0.00	0.00	\$0.00	0.00	\$0.00
257	Ditch Cleanout, Special	0.00 Ft	390.00	\$25.00	0.00	0.00	\$0.00	390.00	\$9,750.00
258	Culv End Sect, Conc, 12 inch	0.00 Ea	3.00	\$750.00	0.00	0.00	\$0.00	0.00	\$0.00
259	Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	0.00 Ft	6.00	\$95.00	0.00	0.00	\$0.00	0.00	\$0.00
260	Dr Structure Cover, Type K	0.00 Ea	1.00	\$1,250.00	0.00	0.00	\$0.00	0.00	\$0.00
261	Dr Structure, 48 inch dia	0.00 Ea	1.00	\$2,750.00	0.00	0.00	\$0.00	0.00	\$0.00
262	Conc Pavt with Integral Curb, Nonreinf, 8 inch	0.00 Syd	9.00	\$95.00	0.00	0.00	\$0.00	0.00	\$0.00
263	Riprap, Plain	0.00 Ton	20.00	\$215.00	0.00	0.00	\$0.00	0.00	\$0.00
285	Turf Establishment	0.00 Syd	1000.00	\$20.00	0.00	0.00	\$0.00	1717.00	\$34,340.00
286	Structure Adj	0.00 Ea	1.00	\$1,500.00	0.00	0.00	\$0.00	1.00	\$1,500.00
				H-	17 -	Shiaw. Ditch Sub-Total:	\$0.00		\$45,590.00
						Retainage	(\$43.01)		
Division: I - 1 - Misc.	1 - Misc.								
-	Permit Fees Allowance	3000.00 DIr	0.00	\$1.00	0.00	0.00	\$0.00	0.00	\$0.00
N	Exploratory Investigation, Vertical	20.00 Ft	10.00	\$150.00	0.00	0.00	\$0.00	10.00	\$1,500.00
ω	Subgrade Undercutting, Type II (Modified)	202.00 Cyd	0.00	\$75.00	0.00	0.00	\$0.00	0.00	\$0.00
4	Subgrade Undercutting, Type II (Special)	202.00 Cyd	0.00	\$85.00	0.00	0.00	\$0.00	0.00	\$0.00
Сī	Maintenance Aggregate, 21 AA	130.00 Ton	65.49	\$50.00	0.00	0.00	\$0.00	65.49	\$3,274.50
თ	Hand Patching	8.00 Ton	0.00	\$250.00	0.00	0.00	\$0.00	0.00	\$0.00
7	Sprinkler Line, up to 1 inch	150.00 Ft	90.00	\$4.00	0.00	0.00	\$0.00	90.00	\$360.00
00	Sprinkler Head, Remove & Reset	15.00 Ea	0.00	\$85.00	0.00	0.00	\$0.00	0.00	\$0.00
9	Sprinkler Head, Replace	15.00 Ea	10.00	\$90.00	0.00	0.00	\$0.00	10.00	\$900.00
198	Drainage Structure, reconstruct	0.00 Ea	0.00	\$1,950.00	0.00	0.00	\$0.00	0.00	\$0.00
					-1-N	- 1 - Misc. Sub-Total:	\$0.00		\$6,034.50
						i totali lago	(000-10)		

City of Farmington - 2022 Road Rehabilitation Program

Division: J - 2 - Yoder Dr.

**OHM Advisors** 34000 Plymouth Road Livonia, MI 48150

(734) 522-6711

OHM-Advisors.com

Item	Description	Original Quantity	Quantity	Unit Price	Quantity This	Quantity Held	Amount This
10	Audio Video Route Survev	1.00 Ls	1 00	\$575 00		0 00	
± :	Mobilization, Max 5%	1.00 Ls	1.00	\$6,500.00	0.00	0.00	\$0.00
12	Traffic Maintenace and Control	1.00 Ls	1.00	\$650.00	0.00	0.00	\$0.00
13	Curb, Rem	168.00 Ft	168.00	\$15.00	0.00	0.00	\$0.00
14	Pavt, Rem	1537.00 Syd	1477.50	\$25.00	0.00	0.00	\$0.00
15	Sidewalk, Rem	31.00 Syd	45.00	\$25.00	0.00	0.00	\$0.00
16	Sign, Rem	2.00 Ea	4.00	\$100.00	0.00	0.00	\$0.00
17	Station Grading	4.09 Sta	4.05	\$2,775.00	0.00	0.00	\$0.00
18	Erosion Control, Inlet Protection, Fabric Drop	4.00 Ea	3.00	\$105.00	0.00	0.00	\$0.00
19	Aggregate Base, 21AA (Limestone), 6 inch	1535.00 Syd	1477.50	\$12.00	0.00	0.00	\$0.00
20	Utility Structure, Adj	2.00 Ea	0.00	\$750.00	0.00	0.00	\$0.00
21	HMA, MDOT 13A	334.00 Ton	364.85	\$101.05	0.00	0.00	\$0.00
22	Conc Pavt, Nonreinf, 8 inch	7.00 Syd	48.63	\$80.00	0.00	0.00	\$0.00
23	Driveway Opening, Conc, Det M	30.00 Ft	27.00	\$50.00	0.00	0.00	\$0.00
24	Curb, Con, Det E2	160.00 Ft	159.00	\$45.00	0.00	0.00	\$0.00
25	Sidewalk, Conc, 4 inch	137.00 Sft	99.00	\$8.00	0.00	0.00	\$0.00
26	Sidewalk, Conc, 6 inch	137.00 Sft	109.00	\$10.00	0.00	0.00	\$0.00
27	Post, Steel, 3 lb	28.00 Ft	28.00	\$15.00	0.00	0.00	\$0.00
28	Sign, Type IIIB	6.00 Sft	6.00	\$50.00	0.00	0.00	\$0.00
29	Pavt Mrkg, Waterbone, 4 inch, Blue	116.00 Ft	90.00	\$1.00	0.00	0.00	\$0.00
30	Pavt Mrkg, Waterbone, 4 inch, Yellow	180.00 Ft	180.00	\$1.00	0.00	0.00	\$0.00
31	Pavt Mrkg, Waterbone, Accessible Symbol Blue	2.00 Ea	2.00	\$35.00	0.00	0.00	\$0.00
32	Turf Establishment	72.00 Syd	0.00	\$35.00	0.00	0.00	\$0.00
187	Detectable Warning Surface	0.00 Ft	20.00	\$60.00	0.00	0.00	\$0.00
					J - 2 - Yoder I	J - 2 - Yoder Dr. Sub-Total:	\$0.00
						Retainage	(\$2,413.44)
Division: K - (	Division: K - 3 - Glenview Dr.						
33	Audio Video Route Survey	1.00 Ls	1.00	\$1,800.00	0.00	0.00	\$0.00
34	Mobilization, Max 5%	1.00 Ls	1.00	\$12,000.00	0.00	0.00	\$0.00
35	Traffic Maintenace and Control	1.00 Ls	1.00	\$2,050.00	0.00	0.00	\$0.00
36	Pavt, Rem	97.00 Syd	92.00	\$25.00	0.00	0.00	\$0.00
37	Sidewalk, Rem	78.00 Syd	80.50	\$25.00	0.00	0.00	\$0.00
38	Sign, Rem	2.00 Ea	0.00	\$100.00	0.00	0.00	\$0.00
39	Erosion Control, Inlet Protection, Fabric Drop	15.00 Ea	10.00	\$105.00	0.00	0.00	\$0.00
40	Aggregate Base, 21AA (Limestone), 8 inch	1694.00 Syd	0.00	\$12.00	0.00	0.00	\$0.00
OHM Advisors 34000 Plymouth Road	S Jth Road		(734) 522-6711				
Livonia, MI 48150	150						

City of Farmi	City of Farmington - 2022 Road Rehabilitation Program								
ltem	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
41	Utility Structure, Adj	2.00 Ea	1.00	\$750.00	0.00	0.00	\$0.00	1.00	\$750.00
42	Cold Milling HMA Surface	4804.00 Syd	4390.00	\$2.31	0.00	0.00	\$0.00	4390.00	\$10,140.90
43	HMA, MDOT 13A	1057.00 Ton	1088.04	\$101.05	0.00	0.00	\$0.00	1088.04	\$109,946.44
44	Conc Pavt with Integral Curb, Nonreinf, 8 inch	97.00 Syd	137.30	\$80.00	0.00	0.00	\$0.00	137.30	\$10,984.00
45	Detectable Warning Surface	20.00 Ft	20.00	\$60.00	0.00	0.00	\$0.00	20.00	\$1,200.00
46	Sidewalk, Conc, 4 inch	538.00 Sft	538.00	\$8.00	0.00	0.00	\$0.00	538.00	\$4,304.00
47	Sidewalk Ramp, Conc, 6 inch	143.00 Sft	143.00	\$10.00	0.00	0.00	\$0.00	143.00	\$1,430.00
48	Sign, Type IIIB	4.00 Sft	4.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
49	Turf Establishment	75.00 Syd	175.92	\$35.00	0.00	0.00	\$0.00	175.92	\$6,157.20
185	Curb, Rem	0.00 Ft	421.50	\$15.00	0.00	0.00	\$0.00	421.50	\$6,322.50
186	Curb and Gutter, Conc, Det F4	0.00 Ft	421.00	\$50.00	0.00	0.00	\$0.00	421.00	\$21,050.00
					K - 3 - Glenview	3 - Glenview Dr. Sub-Total:	\$0.00		\$193,497.54
						Retainage	(\$3,246.11)		
Division: L - 4 - Cass	4 - Cass								
50	Audio Video Route Survey	1.00 Ls	1.00	\$900.00	0.00	0.00	\$0.00	1.00	\$900.00
51	Mobilization, Max 5%	1.00 Ls	1.00	\$5,000.00	0.00	0.00	\$0.00	1.00	\$5,000.00
52	Traffic Maintenace and Control	1.00 Ls	1.00	\$1,050.00	0.00	0.00	\$0.00	1.00	\$1,050.00
53	Culv, Rem, Less than 24 inch	1.00 Ea	3.00	\$350.00	0.00	0.00	\$0.00	3.00	\$1,050.00
54	Curb and Gutter, Rem	24.00 Ft	15.00	\$15.00	0.00	0.00	\$0.00	15.00	\$225.00
55	Pavt, Rem	51.00 Syd	43.50	\$25.00	0.00	0.00	\$0.00	43.50	\$1,087.50
56	Sidewalk, Rem	97.00 Syd	103.00	\$25.00	0.00	0.00	\$0.00	103.00	\$2,575.00
57	Sign, Remove & Reset	2.00 Ea	0.00	\$250.00	0.00	0.00	\$0.00	0.00	\$0.00
58	Erosion Control, Inlet Protection, Fabric Drop	4.00 Ea	0.00	\$105.00	0.00	0.00	\$0.00	0.00	\$0.00
59	Aggregate Base, 21AA (Limestone), 8 inch	25.00 Syd	0.00	\$12.00	0.00	0.00	\$0.00	0.00	\$0.00
60	Culv End Sect, 12 inch	11.00 Ea	6.00	\$150.00	0.00	0.00	\$0.00	6.00	\$900.00
61	Culv, CI IV, Conc, 12 inch	62.00 Ft	25.00	\$75.00	0.00	0.00	\$0.00	25.00	\$1,875.00
62	Cold Milling HMA Surface	2401.00 Syd	2042.33	\$3.00	0.00	0.00	\$0.00	2042.33	\$6,126.99
63	Hand Patching	6.00 Ton	9.38	\$250.00	0.00	0.00	\$0.00	9.38	\$2,345.00
64	HMA, MDOT 13A	334.00 Ton	280.82	\$101.05	0.00	0.00	\$0.00	280.82	\$28,376.86
65	Curb and Gutter, Conc, Det F4	55.00 Ft	97.40	\$50.00	0.00	0.00	\$0.00	97.40	\$4,870.00
66	Detectable Warning Surface	40.00 Ft	40.00	\$60.00	0.00	0.00	\$0.00	40.00	\$2,400.00
67	Sidewalk, Conc, 4 inch	592.00 Sft	661.68	\$8.00	0.00	0.00	\$0.00	661.68	\$5,293.44
88	Sidewalk Ramp, Conc, 6 inch	586.00 Sft	491.00	\$10.00	0.00	0.00	\$0.00	491.00	\$4,910.00
69	Turf Establishment	94.00 Syd	66.69	\$35.00	0.00	0.00	\$0.00	66.69	\$2,334.15
188	Sewer, Rem, Less than 24 inch	0.00 Ea	2.00	\$650.00	0.00	0.00	\$0.00	2.00	\$1,300.00
194	Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	0.00 Ft	24.00	\$95.00	0.00	0.00	\$0.00	24.00	\$2,280.00
OHM Advisors	SIG		(734) 522-6711					OHM	OHM-Advisors.com
34000 Plymouth Road	outh Road								
livonia MI 48150	48150								

1

Livonia, MI 48150

ltem	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
199	Dr Structure, Tap, 12 inch	0.00 Ea	0.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
204	Utility Structure, Adj	0.00 Ea	3.00	\$750.00	0.00	0.00	\$0.00	3.00	\$2,250.00
208	Culv, CMP, 12 inch	0.00 Ft	20.00	\$70.00	0.00	0.00	\$0.00	20.00	\$1,400.00
210	Culv End Sect, CMP, 12 inch	0.00 Ea	3.00	\$350.00	0.00	0.00	\$0.00	3.00	\$1,050.00
214	Pavt Joint and Crack Repr, Det 7	0.00 Ft	280.00	\$20.00	0.00	0.00	\$0.00	280.00	\$5,600.00
					L - 4 - Ca	L - 4 - Cass Sub-Total:	\$0.00	1	\$85,198.94
Division: M						Retainage	(\$783.25)		
70	Audio Video Route Survey	1.00 Ls	1.00	\$850.00	0.00	0.00	\$0.00	1.00	\$850.00
71	Mobilization, Max 5%	1.00 Ls	1.00	\$2,800.00	0.00	0.00	\$0.00	1.00	\$2,800.00
72	Traffic Maintenace and Control	1.00 Ls	1.00	\$1,000.00	0.00	0.00	\$0.00	1.00	\$1,000.00
73	Curb and Gutter, Rem	30.00 Ft	33.00	\$15.00	0.00	0.00	\$0.00	33.00	\$495.00
74	Pavt, Rem	9.00 Syd	0.00	\$50.00	0.00	0.00	\$0.00	0.00	
75	Sidewalk, Rem	35.00 Syd	34.00	\$25.00	0.00	0.00	\$0.00	34.00	\$850.00
76	Erosion Control, Inlet Protection, Fabric Drop	2.00 Ea	0.00	\$105.00	0.00	0.00	\$0.00	0.00	
77	Culv End Sect, 12 inch	1.00 Ea	0.00	\$150.00	0.00	0.00	\$0.00	0.00	
78	Cold Milling HMA Surface	2176.00 Syd	2032.22	\$3.00	0.00	0.00	\$0.00	2032.22	\$6,096.66
79	Hand Patching	2.00 Ton	3.93	\$250.00	0.00	0.00	\$0.00	3.93	\$982.50
80	HMA, MDOT 13A	300.00 Ton	279.43	\$101.05	0.00	0.00	\$0.00	279.43	\$28,236.40
81	Curb and Gutter, Conc, Det F4	30.00 Ft	34.80	\$50.00	0.00	0.00	\$0.00	34.80	\$1,740.00
82	Detectable Warning Surface	10.00 Ft	10.00	\$60.00	0.00	0.00	\$0.00	10.00	\$600.00
83	Sidewalk, Conc, 4 inch	196.00 Sft	218.75	\$8.00	0.00	0.00	\$0.00	218.75	\$1,750.00
84	Sidewalk Ramp, Conc, 6 inch	127.00 Sft	120.84	\$10.00	0.00	0.00	\$0.00	120.84	\$1,208.40
85	Turf Establishment	45.00 Syd	23.69	\$35.00	0.00	0.00	\$0.00	23.69	\$829.15
213	Pavt Joint and Crack Repr, Det 7	0.00 Ft	161.00	\$20.00	0.00	0.00	\$0.00	161.00	\$3,220.00
					M - 5 - Hamlin	- 5 - Hamlin Ct. Sub-Total:	\$0.00		\$50,658.11
2						Retainage	(\$300.90)		
86	86 Audio Video Route Survey	1.00 Ls	1.00	\$850.00	0.00	0.00	\$0.00	1.00	\$850.00
87	Mobilization, Max 5%	1.00 Ls	1.00	\$3,000.00	0.00	0.00	\$0.00	1.00	\$3,000.00
88	Traffic Maintenace and Control	1.00 Ls	1.00	\$1,000.00	0.00	0.00	\$0.00	1.00	\$1,000.00
68	Curb and Gutter, Rem	17.00 Ft	17.00	\$15.00	0.00	0.00	\$0.00	17.00	\$255.00
90	Pavt, Rem	9.00 Syd	23.00	\$25.00	0.00	0.00	\$0.00	23.00	\$575.00
91	Sidewalk, Rem	36.00 Syd	36.50	\$25.00	0.00	0.00	\$0.00	36.50	\$912.50
92	Erosion Control, Inlet Protection, Fabric Drop	4.00 Ea	0.00	\$105.00	0.00	0.00	\$0.00	0.00	\$0.00
93	Culv End Sect, 12 inch	2.00 Ea	0.00	\$150.00	0.00	0.00	\$0.00	0.00	
OHM Advisors			(734) 522-6711					OHM-	OHM-Advisors.com
34000 Plymouth Road Livonia, MI 48150	suth Road 8150								

ity of Farmington - 20	City of Farmington - 2022 Road Rehabilitation Program								
Item Description	ption	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
94 Utility	Utility Structure, Adj	2.00 Ea	2.00	\$750.00	0.00	0.00	\$0.00	2.00	\$1,500.00
	Cold Milling HMA Surface	2218.00 Syd	1935.25	\$3.00	0.00	0.00	\$0.00	1935.25	\$5,805.75
	Hand Patching	2.00 Ton	7.49	\$250.00	0.00	0.00	\$0.00	7.49	\$1,872.50
	HMA, MDOT 13A	305.00 Ton	266.09	\$101.05	0.00	0.00	\$0.00	266.09	\$26,888.39
	Curb and Gutter, Conc, Det F4	30.00 Ft	37.20	\$50.00	0.00	0.00	\$0.00	37.20	\$1,860.00
	Detectable Warning Surface	10.00 Ft	10.00	\$60.00	0.00	0.00	\$0.00	10.00	\$600.00
0	Sidewalk, Conc, 4 inch	258.00 Sft	267.50	\$8.00	0.00	0.00	\$0.00	267.50	\$2,140.00
	Sidewalk Ramp, Conc, 6 inch	136.00 Sft	121.00	\$10.00	0.00	0.00	\$0.00	121.00	\$1,210.00
	Turf Establishment	52.00 Syd	43.58	\$35.00	0.00	0.00	\$0.00	43.58	\$1,525.30
	Sewer, Rem, Less than 24 inch	0.00 Ea	2.00	\$650.00	0.00	0.00	\$0.00	2.00	\$1,300.00
	Aggregate Base, 21AA (Limestone), 8 inch	0.00 Syd	0.00	\$22.00	0.00	0.00	\$0.00	0.00	\$0.00
	Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	0.00 Ft	24.00	\$95.00	0.00	0.00	\$0.00	24.00	\$2,280.00
	Dr Structure, Tap, 12 inch	0.00 Ea	0.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
	Pavt Joint and Crack Repr, Det 7	0.00 Ft	22.00	\$20.00	0.00	0.00	\$0.00	22.00	\$440.00
					N - 6 - Conroy	6 - Conroy Ct. Sub-Total:	\$0.00		\$54,014.44
						Retainage	(\$421.97)		
Division: O - 7 - James Ct.	ŝ QI								
103 Audio	Audio Video Route Survey	1.00 Ls	1.00	\$950.00	0.00	0.00	\$0.00	1.00	\$950.00
	Mobilization, Max 5%	1.00 Ls	1.00	\$3,250.00	0.00	0.00	\$0.00	1.00	\$3,250.00
	Traffic Maintenace and Control	1.00 Ls	1.00	\$1,100.00	0.00	0.00	\$0.00	1.00	\$1,100.00
	Curb and Gutter, Rem	36.00 Ft	26.00	\$15.00	0.00	0.00	\$0.00	26.00	\$390.00
	Rem	9.00 Syd	0.00	\$25.00	0.00	0.00	\$0.00	0.00	\$0.00
	Sidewalk, Rem	43.00 Syd	43.00	\$25.00	0.00	0.00	\$0.00	43.00	\$1,075.00
	Sign, Remove & Reset	1.00 Ea	1.00	\$150.00	0.00	0.00	\$0.00	1.00	\$150.00
	Erosion Control, Inlet Protection, Fabric Drop	2.00 Ea	0.00	\$105.00	0.00	0.00	\$0.00	0.00	\$0.00
	Cold Milling HMA Surface	2545.00 Syd	2288.33	\$3.00	0.00	0.00	\$0.00	2288.33	\$6,864.99
	Hand Patching	2.00 Ton	6.45	\$250.00	0.00	0.00	\$0.00	6.45	\$1,612.50
	HMA, MDOT 13A	350.00 Ton	314.64	\$101.05	0.00	0.00	\$0.00	314.64	\$31,794.37
	Curb and Gutter, Conc, Det F4	36.00 Ft	43.30	\$50.00	0.00	0.00	\$0.00	43.30	\$2,165.00
	Detectable Warning Surface	10.00 Ft	10.00	\$60.00	0.00	0.00	\$0.00	10.00	\$600.00
	Sidewalk, Conc, 4 inch	252.00 Sft	285.00	\$8.00	0.00	0.00	\$0.00	285.00	\$2,280.00
	Sidewalk Ramp, Conc, 6 inch	139.00 Sft	128.79	\$10.00	0.00	0.00	\$0.00	128.79	\$1,287.90
	Turf Establishment	56.00 Syd	26.28	\$35.00	0.00	0.00	\$0.00	26.28	\$919.80
	Sewer, Rem, Less than 24 inch	0.00 Ea	0.00	\$650.00	0.00	0.00	\$0.00	0.00	\$0.00
	Aggregate Base, 21AA (Limestone), 8 inch	0.00 Syd	0.00	\$22.00	0.00	0.00	\$0.00	0.00	\$0.00
	Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	0.00 Ft	0.00	\$95.00	0.00	0.00	\$0.00	0.00	\$0.00
OHM Advisors			(734) 522-6711					OHM-	OHM-Advisors.com
34000 Plymouth Road									
_ivonia, MI 48150									
Livonia, MI 48150									

ltem	Description	Original Quantity	Quantity	Unit Price	Quantity This	Quantity Held	Amount This	Quantity To	Amount To
201	Dr Structure, Tap, 12 inch	0.00 Ea	0.00	\$150.00	0.00	0.00	\$0.00	0.00	
205	Utility Structure, Adj	0.00 Ea	0.00	\$750.00	0.00	0.00	\$0.00	0.00	
216	Pavt Joint and Crack Repr, Det 7	0.00 Ft	264.00	\$20.00	0.00	0.00	\$0.00	264.00	\$5,280.00
					O - 7 - James Ct. Sub-Total:	Ct. Sub-Total:	\$0.00	I	\$59,719.56
						Retainage	(\$346.96)		
Division: P -	Division: P - 8 - Moore St.								
119	Audio Video Route Survey	1.00 Ls	1.00	\$1,250.00	0.00	0.00	\$0.00	1.00	\$1,250.00
120	Mobilization, Max 5%	1.00 Ls	1.00	\$4,050.00	0.00	0.00	\$0.00	1.00	\$4,050.00
121	Traffic Maintenace and Control	1.00 Ls	1.00	\$1,425.00	0.00	0.00	\$0.00	1.00	\$1,425.00
122	Culv, Rem, Less than 24 inch	1.00 Ea	2.00	\$350.00	0.00	0.00	\$0.00	2.00	\$700.00
123	Curb and Gutter, Rem	7.00 Ft	10.00	\$50.00	0.00	0.00	\$0.00	10.00	\$500.00
124	Pavt, Rem	27.00 Syd	53.00	\$25.00	0.00	0.00	\$0.00	53.00	\$1,325.00
125	Sidewalk, Rem	38.00 Syd	35.50	\$25.00	0.00	0.00	\$0.00	35.50	\$887.50
126	Sign, Remove & Reset	1.00 Ea	0.00	\$250.00	0.00	0.00	\$0.00	0.00	
127	Erosion Control, Inlet Protection, Fabric Drop	4.00 Ea	0.00	\$105.00	0.00	0.00	\$0.00	0.00	
128	Aggregate Base, 21AA (Limestone), 8 inch	19.00 Syd	0.00	\$12.00	0.00	0.00	\$0.00	0.00	
129	Culv End Sect, 12 inch	1.00 Ea	2.00	\$150.00	0.00	0.00	\$0.00	2.00	\$300.00
130	Culv, CI IV, Conc, 12 inch	46.00 Ft	33.00	\$75.00	0.00	0.00	\$0.00	33.00	\$2,475.00
131	Culv End Sect, 8 inch	1.00 Ea	0.00	\$125.00	0.00	0.00	\$0.00	0.00	
132	Dr Structure, Tap, 12 inch	1.00 Ea	0.00	\$150.00	0.00	0.00	\$0.00	0.00	
133	Cold Milling HMA Surface	3292.00 Syd	2894.22	\$3.00	0.00	0.00	\$0.00	2894.22	\$8,682.66
134	Hand Patching	2.00 Ton	17.53	\$250.00	0.00	0.00	\$0.00	17.53	\$4,382.50
135	HMA, MDOT 13A	457.00 Ton	376.90	\$101.05	0.00	0.00	\$0.00	376.90	\$38,085.75
136	Curb and Gutter, Conc, Det F4	24.00 Ft	29.80	\$50.00	0.00	0.00	\$0.00	29.80	\$1,490.00
137	Detectable Warning Surface	10.00 Ft	10.00	\$60.00	0.00	0.00	\$0.00	10.00	\$600.00
138	Sidewalk, Conc, 4 inch	172.00 Sft	190.00	\$8.00	0.00	0.00	\$0.00	190.00	\$1,520.00
139	Sidewalk Ramp, Conc, 6 inch	147.00 Sft	144.20	\$10.00	0.00	0.00	\$0.00	144.20	\$1,442.00
140	Turf Establishment	33.00 Syd	41.23	\$25.00	0.00	0.00	\$0.00	41.23	\$1,030.75
203	Dr Structure, Rem	0.00 Ea	1.00	\$500.00	0.00	0.00	\$0.00	1.00	\$500.00
217	Pavt Joint and Crack Repr, Det 7	0.00 Ft	275.00	\$20.00	0.00	0.00	\$0.00	275.00	\$5,500.00
					P - 8 - Moore	8 - Moore St. Sub-Total:	\$0.00		\$76,146.16
						Retainage	(\$479.18)		
Division: Q -	Division: Q - 9 - Fleming St.	-							:
4	Makilization Max EV			\$7,000.00	0.00	0.00	\$0.00		
741			1.00	\$1,700.00	0.00	0.00	\$0.00	1.00	\$7,700.00
143	I rattic Maintenace and Control	1.00 Ls	1.00	\$1,800.00	0.00	0.00	\$0.00	1.00	\$1,800.00
OHM Advisors			(734) 522-6711					OHM-	OHM-Advisors.com
34000 Plymouth Road Livonia, MI 48150	outh Road 48150								
	001.04								

nem	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity I o Date	Amount To Date
144	Culv, Rem, Less than 24 inch	3.00 Ea	2.00	\$350.00	0.00	0.00	\$0.00	2.00	\$700.00
145	Dr Structure, Rem	1.00 Ea	1.00	\$500.00	0.00	0.00	\$0.00	1.00	\$500.00
146	Curb and Gutter, Rem	9.00 Ft	9.00	\$50.00	0.00	0.00	\$0.00	9.00	\$450.00
147	Pavt, Rem	80.00 Syd	134.50	\$25.00	0.00	0.00	\$0.00	134.50	\$3,362.50
148	Sidewalk, Rem	18.00 Syd	18.00	\$25.00	0.00	0.00	\$0.00	18.00	\$450.00
149	Sign, Rem	2.00 Ea	0.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
150	Ditch Cleanout, Special	1622.00 Ft	1271.00	\$15.00	0.00	0.00	\$0.00	1271.00	\$19,065.00
151	Erosion Control, Inlet Protection, Fabric Drop	4.00 Ea	0.00	\$105.00	0.00	0.00	\$0.00	0.00	\$0.00
152	Aggregate Base, 21AA (Limestone), 8 inch	20.00 Syd	0.00	\$35.00	0.00	0.00	\$0.00	0.00	\$0.00
153	Aggregate Base, 21AA (Limestone), Drive Approach 6	62.00 Syd	23.50	\$30.00	0.00	0.00	\$0.00	23.50	\$705.00
154	Culv End Sect, 12 inch	7.00 Ea	5.00	\$150.00	0.00	0.00	\$0.00	5.00	\$750.00
155	Culv, CI IV, Conc, 12 inch	95.00 Ft	41.00	\$75.00	0.00	0.00	\$0.00	41.00	\$3,075.00
156	Dr Structure, 48 inch dia	1.00 Ea	0.00	\$2,750.00	0.00	0.00	\$0.00	0.00	\$0.00
157	Cold Milling HMA Surface	4324.00 Syd	3962.29	\$2.75	0.00	0.00	\$0.00	3962.29	\$10,896.30
158	Hand Patching	1.00 Ton	32.78	\$250.00	0.00	0.00	\$0.00	32.78	\$8,195.00
159	HMA, MDOT 13A	598.00 Ton	544.81	\$101.05	0.00	0.00	\$0.00	544.81	\$55,053.05
160	Driveway, Nonreinf Conc, 6 inch	31.00 Syd	0.00	\$70.00	0.00	0.00	\$0.00	0.00	\$0.00
161	Curb and Gutter, Conc, Det F4	9.00 Ft	15.30	\$50.00	0.00	0.00	\$0.00	15.30	\$765.00
162	Detectable Warning Surface	6.00 Ft	5.00	\$60.00	0.00	0.00	\$0.00	5.00	\$300.00
163	Sidewalk, Conc, 4 inch	93.00 Sft	100.00	\$8.00	0.00	0.00	\$0.00	100.00	\$800.00
164	Sidewalk, Conc, 6 inch	90.00 Sft	118.00	\$10.00	0.00	0.00	\$0.00	118.00	\$1,180.00
165	Post, Steel, 3 lb	14.00 Ft	14.00	\$15.00	0.00	0.00	\$0.00	0.00	\$0.00
166	Sign, Type IIIB	5.00 Sft	5.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
167	Turf Establishment	2271.00 Syd	2271.00	\$10.00	0.00	0.00	\$0.00	1142.10	\$11,421.00
191	Sewer, Rem, Less than 24 inch	0.00 Ea	5.30	\$650.00	0.00	0.00	\$0.00	5.30	\$3,445.00
197	Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	0.00 Ft	166.00	\$95.00	0.00	0.00	\$0.00	166.00	\$15,770.00
202	Dr Structure, Tap, 12 inch	0.00 Ea	0.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
206	Utility Structure, Adj	0.00 Ea	6.00	\$750.00	0.00	0.00	\$0.00	6.00	\$4,500.00
207	Dr Structure, 24, inch dia	0.00 Ea	2.00	\$1,950.00	0.00	0.00	\$0.00	2.00	\$3,900.00
209	Culv, CMP, 12 inch	0.00 Ft	40.00	\$70.00	0.00	0.00	\$0.00	40.00	\$2,800.00
211	Culv End Sect, CMP, 12 inch	0.00 Ea	2.00	\$350.00	0.00	0.00	\$0.00	2.00	\$700.00
212	Rip Rap, 4" x 8"	0.00 Ton	55.23	\$115.15	0.00	0.00	\$0.00	55.23	\$6,359.73
218	Pavt Joint and Crack Repr, Det 7	0.00 Ft	412.00	\$20.00	0.00	0.00	\$0.00	412.00	\$8,240.00
219	C&M Downtime and Re-stocking Fees	0.00 DIr	7665.79	\$1.00	0.00	0.00	\$0.00	7665.79	\$7,665.79
					O - 9 - Fleming St. Sub-Total:	C+ Cinh-Total.	\$0.00		\$182 148 37

**OHM Advisors** 34000 Plymouth Road Livonia, MI 48150

(734) 522-6711

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City of Farmington - 2022 Road Rehabilitation Program

.84)	(\$28.84)	Retainage						
	Sub-Total:	Ρ.	R - 10 - Alta Loma Dr. Sub-Total	R-				
0.00 \$0.00	0.00		0.00	\$15.00	0.00	177.00 Syd	Turf Establishment	184
	0.00		0.00	\$10.00	0.00	721.00 Sft	Sidewalk Ramp, Conc, 6 inch	183
	0.00		0.00	\$8.00	0.00	745.00 Sft	Sidewalk, Conc, 4 inch	182
	0.00		0.00	\$60.00	0.00	33.00 Ft	Detectable Warning Surface	181
	0.00		0.00	\$50.00	0.00	54.00 Ft	Curb and Gutter, Conc, Det F4	180
	0.00		0.00	\$70.00	0.00	6.00 Syd	Conc Pavt with Integral Curb, Nonreinf, 8 inch	179
0.00 \$0.00	0.00		0.00	\$101.05	4.84	651.00 Ton	HMA, MDOT 13A	178
	0.00		0.00	\$250.00	14.53	5.00 Ton	Hand Patching	177
	0.00		0.00	\$2.75	0.00	4735.00 Syd	Cold Milling HMA Surface	176
	0.00		0.00	\$105.00	0.00	10.00 Ea	Erosion Control, Inlet Protection, Fabric Drop	175
0.00		0	0.00	\$350.00	0.00	1.00 Ea	Sign, Remove & Reset	174
0.00		U	0.00	\$25.00	0.00	149.00 Syd	Sidewalk, Rem	173
0.00		0	0.00	\$50.00	44.05	22.00 Syd	Pavt, Rem	172
0.00			0.00	\$25.00	0.00	54.00 Ft	Curb and Gutter, Rem	171
0.00		0	0.00	\$2,100.00	0.00	1.00 Ls	Traffic Maintenace and Control	170
0.00		0	0.00	\$7,250.00	0.00	1.00 Ls	Mobilization, Max 5%	169
0.00		0	0.00	\$1,850.00	1.00	1.00 Ls	Audio Video Route Survey	168
							Division: R - 10 - Alta Loma Dr.	Division: R
Retainage (\$1,600.66)	Retainage							
s Quantity Held Amount This d Period			Quantity This Period	Unit Price	Quantity Authorized	Original Quantity	Description	ltem

**OHM Advisors** 34000 Plymouth Road Livonia, MI 48150

(734) 522-6711

OHM-Advisors.com

# CONTRACTOR'S DECLARATION

# I HEREBY DECLARE THAT I HAVE NOT, during the period

February 2, 2024	to
June 26 A.D., 20 24 performed any work, furnished an	y material,
sustained any loss, damage or delay for any reason, including soil conditions encountered or	created, or
otherwise done anything for which I shall ask, demand, sue for or claim compensation from _ City of Farmington	or his
agents, in addition to the regular items set forth in the Contract numbered <u>0111-21-0050</u> a March 16, 2022 A.D., 20 for the Agreement executed between myself and	
OWNER, and in the Change Orders for work issued by the OWNER in writing as provided the	nereunder,
except as I hereby make claim for additional compensation and/or extension of time, as set for itemized statement attached hereto.	orth on the
There (is) is not) an itemized statement attached.	

Date: \_\_\_\_\_6/28/24

Du \_\_\_\_\_

By: Bradley D. Hanson

Title: Project Manager

# CONTRACTOR'S DECLARATION

# I HEREBY DECLARE THAT I HAVE NOT, during the period

February 2, 2024	to
June 26 A.D., 20 24 performed any work, furnishe	ed any material,
sustained any loss, damage or delay for any reason, including soil conditions encountere	d or created, or
otherwise done anything for which I shall ask, demand, sue for or claim compensation fr	om
City of Farmington	or his
agents, in addition to the regular items set forth in the Contract numbered <u>0111-21-005</u> <u>March 16, 2022</u> A.D., 20 for the Agreement executed between myself OWNER, and in the Change Orders for work issued by the OWNER in writing as provide except as I hereby make claim for additional compensation and/or extension of time, as a itemized statement attached hereto.	and the led thereunder,
There (is) is not) an itemized statement attached.	
Date:6/28/24	

Ole

By: Bradley D. Hanson

Title: Project Manager

Farmington City Cour	ncil
Staff Report	

Council Meeting Date: August 19, 2024 Item Number 7E

# Submitted by: Charles Eudy, Superintendent

Agenda Topic:

Emergency Sewer Repair Payment

## Proposed Motion:

Move to Approve payment to D'Angelo Brothers Incorporated located in Farmington Hills MI in the amount of \$45,855.58 for the emergency sanitary sewer repair at 34225 Conroy Court.

# Background:

On July 17, 2024, while conducting routine sanitary sewer cleaning, Public Works crews encountered a significant amount of sand in the sanitary sewer located between Freedom Road and Conroy Court. Crews removed over 1 cubic yard of sand and broken pipe from the 10-foot-deep sanitary manhole. The resident at 34202 Freedom Road notified staff of a 3-4 foot deep sinkhole that formed overnight in their rear yard, the resident at 34225 Conroy Court notified our office of sewage backing up into their basement. DPW staff continued to attempt to keep the sewer open as D'Angelo Brothers mobilized for an emergency sewer repair.

Due to wet soil conditions and the location in the rear yard, the Public Works Department informed City Manager of the situation and the decision was made to contact D'Angelo Brothers Incorporated (D'BI) located of Farmington Hills to repair the sanitary sewer main. D'BI is the pre-approved by the Oakland County Water Resource Commissioners office to conduct emergency and routine water main and sanitary sewer repairs.

Public Works contacted D'Angelo Brothers Incorporated. Vince D'Angelo was onsite within 20 minutes, mobilizing equipment, crews, and bypass pumping. Vince had equipment enroute even before Public Works was able to secure Temporary Construction Easements from the property owners. Public Works also provided the resident at 34225 Conroy Court with a portapotty.

D'Angelo Brothers began excavation on July 17<sup>th</sup> and completed the repair on July 18<sup>th</sup>. Demobilization and clean-up extended into July 19th<sup>th</sup>. D'BI located the failed sanitary sewer main and repaired the main including replacing both residents taps. D'BI crews has reinstalling the six-foot-tall privacy fence that had to be removed to facilitate the sewer repair. Significant rear yard landscaping needed to be removed for the sewer repair. Farmington Landscape Contractor was contacted to review the site while the repair was being conducted and to prepare a quote for the restoration.

This is the third emergency repair on this branch of the system totaling over \$260,000 to repair less than 50 lineal feet of pipe. This branch of the system is mostly rear yards and sewers as deep as 28 feet. Consideration of urgent CIPP lining of this branch of the system should be determined by City Council. Using recent unit pricing, lining of this branch could be completed for \$1,000,000 if no other open cut repairs are needed.

Materials: Invoice # 102724-06 Brendel's Septic Tank Service, LLC 4941 White Lake Rd Clarkston, MI 48346 (248) 698-5000



PORTABLE RESTROOMS + SEPTIC TANK SERVICES + EXCAVATING

Invoice Date: Jul 17, 2024 Page #: 1 Site PO.: Cust. #.: 024211 - 000001 Terms: NET30

City of Farmington 23600 iberty St Farmington, MI 48335

Due Date		Job Site Inform	ation / Description		Rate	Units	Amount
Jul 22, 2024 Jul 17, 2024	Reg w/HS W/E Renta	n, 23600 Liberty St, F al Fee (Jul 17, 2024 - J Fee (Jul 17, 2024 - Jul	ul 22, 2024)		\$ 240.00 \$ 100.00	1.00 1.00	\$ 240.00 <u>\$ 100.00</u> <u>\$ 340.00</u>
Current	30 Days	60 Days	90 Days	120+ Day	ys	Baland	
\$ 340.00	\$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 340.00				00		
•	Fank Service, LLC	ANCE ADVICE -	Terms and Conditions-R 1. The customer agrees service. 2. The custome stolen or not returned to assumes all liability for a or operation. 4. Billing is the cycle will be pro-rate cycle. Rentals are not p Invoice Date:Jul 17	to keep rental ur r will pay all cost Brendel's for an iny/all injuries of based on a 28 c d trom ur gas of rom ur gas ro-rated at the in	s if any unit y reason. 3. persons/pro lay cycle. U	is damaged The custor operty arisin nits deliver	d, lost, ner ig from use
4941 White Lake I Clarkston, MI 483			Customer #: 02421	1 - 000001	Cust. P	0.:	
City of Farmingto 23600 iberty St	n		Card Type: (Ple Visa / Mastercard Card No.:				
Farmington,MI 48	3335		3 Digit Security Ca	rd Code (On	Back of	-	
			Signature: Invoice Total:		AMC	DUNT E	

INVOICE

<b>Farmington City Council</b>
Staff Report

Council Meeting Date: August 19, 2024 Item Number 7F

Submitted by: Charles Eudy, Superintendent

Agenda Topic: Emergency Sanitary Sewer Lining

# Proposed Motion:

Move to approve Emergency Sanitary Sewer Lining to Pipeline Management in the amount of \$423,276

# Background:

Recently a sinkhole formed in the Farmington Road right-of-way near 21790 Farmington Road. Crews cleaned and CCTV the sanitary sewer from Farmington Road towards 21790 Farmington Road. Crews located a failed sanitary sewer due to H2S (Hydrogen Sulfide Gas). H2S will cause deterioration of concrete sewer pipe. Upon further investigation, crews identified several sanitary sewer structures with H2S deterioration, and approximately of 2,260 lineal feet of 12 inch diameter concrete sanitary sewer with mild to severe H2S deterioration. Crews temporarily repaired the failed sanitary sewer until replacement or CIPP lining could be conducted.

Two sewer lining projects are included in the 24/25 FY budget. The two locations are Thomas & School Street, and 33700 Freedom Road. Budget allocations for the two locations was based upon quotes from Pipeline Management. Pipeline Management historically has been low bidder on several sewer lining projects for the City of Farmington and has preapproved unit pricing for Oakland County Water Resource Commission (OCWRC). If all three projects were combined (Thomas & School Street, 33700 Freedom Road, Farmington Road H2S) a cost savings of mobilization expenses would be possible.

OHM has reviewed the proposals from Pipeline Management and due to the condition of the sanitary sewer, and the potential of sanitary sewer main failures which would affect 500 homes, recommends including the two budgeted projects with the emergency sanitary sewer lining.

# Stand Alone Project CIPP Lining

Farmington Glen	\$34,450
Thomas & School Street	\$97,490
Farmington Road	<u>\$271,180</u>
	\$403,120
5% Contingency	<u>\$20,156</u>
	\$423,275

# **Combined Projects CIPP Lining** \$403,120, savings of \$20,155 or 4.8%.

# Materials:

Pipeline Management Stand Alone Quotes Pipeline Management Combined Project Quote



# PIPELINE MANAGEMENT CO., INC.

Michigan Department of Transportation Prequalified Contractor Pipeline Inspection, Maintenance, Repair and Rehabilitation

# **QUOTATION**

To: City of Farmington Attn: Mr. Chuck Eudy 33720 W. 9 Mile Road Farmington, MI 48335 Date: 8/13/2024 Expiration Date: 30 Days From Submittal Date Project Name: Farmington CIPP Lining- 3 Locations Payment Terms: Net 30–1.5% Int. Per Month Thereafter

**PIPELINE MANAGEMENT COMPANY, INC.** (hereinafter Contractor or Pipeline) proposes to perform the work identified in Section 1 in accordance with the Project's Contract Documents or Owner's reasonable written direction when no plans are provided.

**Section 1. SCOPE OF WORK/ASSUMPTIONS/PRICING.** Upon notification by Owner, Contractor agrees to provide all work necessary to complete the project as more particularly described below:

No.	Description	Est. Qty.	Unit Price	Extension
	Kensington Manor CIPP			
1.	12" CIPP	2260- LF	\$92.00	\$207,920.00
2.	Clean & CCTV	1- LS	\$18,810.00	\$18,810.00
3.	Traffic Control	1- LS	\$4,950.00	\$4,950.00
4.	Manhole Lining	10- EA	\$3,950.00	\$39,500.00
	Thomas Street CIPP			
1.	12" CIPP	800-LF	\$104.00	\$83,200.00
2.	Clean & CCTV	LS	\$12,540.00	\$12,540.00
3.	Traffic Control	LS	\$1,750.00	\$1,750.00
	Farmington Glen CIPP			
1.	12" CIPP	230-LF	\$140.00	\$32,200.00
2.	Clean & CCTV	LS	\$2,250.00	\$2,250.00
				\$403,120.00

## Project Specific Notes

- 1. Pipeline Management Company will prep for CIPP lining and will line the 2260' of 12" from manhole to manhole on 9 Mile & Farmington heading south connecting to Kensington Manor. We will also spray line 10 manholes at average 11' depth. CLEAN, PREP AND SPRAY ½" MSM CEMENT ABSE COAT AND SPRAY 120 MILLS OF DUROPLATE 6100 EPOXY TOP COAT. PMC will also prep and line the 12" the six runs on Thomas Street and the one 12" run behind the Farmington Glen Swim Club.
- 2. There will be no bond, inspection, permit, or disposal fees. Water will be available at hydrants adjacent to work areas throughout the City of Farmington at no cost to PMC.
- 3. Vactor debris will be disposed of @ the City of Farmington treatment facility.

**Section 2. STANDARD INCLUSIONS AND EXCLUSIONS.** This Agreement includes the following standard proposal inclusions and exclusions.

## **Proposal Inclusions:**

1. Certificate of Insurance not including Primary or Non-Contributory Coverage.

- 2. Final deliverables including PDF CCTV reports, CCTV videos, and a file database named after the unique pipe identifier for each pipe segment inspected.
- 3. Cleaning to be performed with a Jetter/Vac using industry standard nozzles.
- 4. Cutting, if authorized, will be performed with industry standard hydro nozzle, carbide root blade, and or chain knockers.

#### **Proposal Exclusions:**

1. Please see project specific notes for any exclusions.

Section 3. TERMS AND CONDITIONS. This Agreement is contingent upon the following terms and conditions:

a. **ARBITRATION.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules [including the Optional Rules for Emergency Measures of Protection]. Notwithstanding the foregoing, either party may immediately bring a proceeding seeking preliminary injunctive relief in a court having jurisdiction thereof which shall remain in effect until a final award is made in the arbitration. If the arbitrator determines that a party has generally prevailed in the arbitration, including filing fees, arbitrator compensation, attorney's fees and legal costs. The arbitration hearing shall take place in Michigan before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof

**b.** Limits of Liability. In consideration of Pipeline's agreement to maintain no less than \$3,000,000 of comprehensive general liability Contractor's liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold Pipeline harmless from any third-party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.

**c. LIMITED WARRANTY**. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY, WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.

**d. MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES.** Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.

e. UNIT PRICES APPLY. Quantities are unknown. Attached T&M prices apply for actual invoice and payment.

f. **INVOICING and PAYMENT.** Payments are due at net within thirty days of invoice. Final payment is due within thirty days of invoice date. Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.

**g.** Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of Contractor.

THIS AGREEMENT IS EXPRESSLY LIMITED TO AND MADE CONDITIONAL ON OWNER'S ACCEPTANCE OF THE TERMS OF THE AGREEMENT AS WELL AS SECTION 2 STANDARD INCLUSIONS AND EXCLUSIONS AND SECTION 3 TERMS AND CONDITIONS. CONTRACTOR OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS.

#### CONTRACTOR:

**Pipeline Management Company, Inc.** 

Ву:\_\_\_\_\_

Print Name, Title & Date

OWNER:

**City of Farmington** 

Ву: \_\_\_\_\_

Print Name, Title & Date

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document, it shall not be acknowledged without this accepted proposal as an attachment.



# PIPELINE MANAGEMENT CO., INC.

Michigan Department of Transportation Prequalified Contractor Pipeline Inspection, Maintenance, Repair and Rehabilitation

# **QUOTATION**

To: City of Farmington Attn: Mr. Chuck Eudy 33720 W. 9 Mile Road Farmington, MI 48335 Date: 3/21/2024 Expiration Date: 30 Days From Submittal Date Project Name: Farmington Glenn Spot Liner Payment Terms: Net 30–1.5% Int. Per Month Thereafter

**PIPELINE MANAGEMENT COMPANY, INC.** (hereinafter Contractor or Pipeline) proposes to perform the work identified in Section 1 in accordance with the Project's Contract Documents or Owner's reasonable written direction when no plans are provided.

**Section 1. SCOPE OF WORK/ASSUMPTIONS/PRICING.** Upon notification by Owner, Contractor agrees to provide all work necessary to complete the project as more particularly described below:

No.	Description	Est. Qty.	Unit Price	Extension
1.	12" CIPP	230-LF	\$140.00	\$32,200.00
2.	Clean & CCTV	1- LS	\$2,250.00	\$2,250.00
				\$34,450.00

## **Project Specific Notes**

- 1. Pipeline Management Company will prep for CIPP lining and will line the 230' of 12: from manhole to manhole.
- 2. There will be no bond, inspection, permit, or disposal fees. Water will be available at hydrants adjacent to work areas throughout the City of Farmington at no cost to PMC.
- 3. Vactor debris will be disposed of @ the City of Farmington treatment facility.

**Section 2. STANDARD INCLUSIONS AND EXCLUSIONS.** This Agreement includes the following standard proposal inclusions and exclusions.

## **Proposal Inclusions:**

- 1. Certificate of Insurance not including Primary or Non-Contributory Coverage.
- 2. Final deliverables including PDF CCTV reports, CCTV videos, and a file database named after the unique pipe identifier for each pipe segment inspected.
- 3. Cleaning to be performed with a Jetter/Vac using industry standard nozzles.
- 4. Cutting, if authorized, will be performed with industry standard hydro nozzle, carbide root blade, and or chain knockers.

## **Proposal Exclusions:**

1. Please see project specific notes for any exclusions.

Section 3. TERMS AND CONDITIONS. This Agreement is contingent upon the following terms and conditions:

**a. ARBITRATION.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules [including the Optional Rules for Emergency Measures of Protection]. Notwithstanding the foregoing, either party may immediately bring a proceeding seeking preliminary injunctive relief in a court having jurisdiction thereof which shall

remain in effect until a final award is made in the arbitration. If the arbitrator determines that a party has generally prevailed in the arbitration proceeding, then the arbitrator shall award to that party its reasonable out-of-pocket expenses related to the arbitration, including filing fees, arbitrator compensation, attorney's fees and legal costs. The arbitration hearing shall take place in Michigan before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof

**b.** Limits of Liability. In consideration of Pipeline's agreement to maintain no less than \$3,000,000 of comprehensive general liability Contractor's liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold Pipeline harmless from any third-party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.

**c. LIMITED WARRANTY**. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY, WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.

**d. MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES.** Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.

e. UNIT PRICES APPLY. Quantities are unknown. Attached T&M prices apply for actual invoice and payment.

f. **INVOICING and PAYMENT.** Payments are due at net within thirty days of invoice. Final payment is due within thirty days of invoice date. Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.

**g.** Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of Contractor.

THIS AGREEMENT IS EXPRESSLY LIMITED TO AND MADE CONDITIONAL ON OWNER'S ACCEPTANCE OF THE TERMS OF THE AGREEMENT AS WELL AS SECTION 2 STANDARD INCLUSIONS AND EXCLUSIONS AND SECTION 3 TERMS AND CONDITIONS. CONTRACTOR OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS.

#### CONTRACTOR:

**Pipeline Management Company, Inc.** 

Ву:\_\_\_\_\_

Print Name, Title & Date

Print Name, Title & Date

By: \_\_\_\_\_

**City of Farmington** 

**OWNER:** 

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document, it shall not be acknowledged without this accepted proposal as an attachment.



# PIPELINE MANAGEMENT CO., INC.

Michigan Department of Transportation Prequalified Contractor Pipeline Inspection, Maintenance, Repair and Rehabilitation

# **QUOTATION**

To: City of Farmington Attn: Mr. Chuck Eudy 33720 W. 9 Mile Road Farmington, MI 48335 Date: 7/15/2024 Expiration Date: 30 Days From Submittal Date Project Name: Farmington Kensington Man. CIPP Lining Payment Terms: Net 30–1.5% Int. Per Month Thereafter

**PIPELINE MANAGEMENT COMPANY, INC.** (hereinafter Contractor or Pipeline) proposes to perform the work identified in Section 1 in accordance with the Project's Contract Documents or Owner's reasonable written direction when no plans are provided.

**Section 1. SCOPE OF WORK/ASSUMPTIONS/PRICING.** Upon notification by Owner, Contractor agrees to provide all work necessary to complete the project as more particularly described below:

No.	Description	Est. Qty.	Unit Price	Extension
1.	12" CIPP	2260- LF	\$92.00	\$207,920.00
2.	Clean & CCTV	1- LS	\$18,810.00	\$18,810.00
3.	Traffic Control	1- LS	\$4,950.00	\$4,950.00
4.	Manhole Lining	10- EA	\$3,950.00	\$39,500.00
				\$271,180.00

## **Project Specific Notes**

- Pipeline Management Company will prep for CIPP lining and will line the 2260' of 12" from manhole to manhole on 9 Mile & Farmington heading south connecting to Kensington Manor. We will also spray line 10 manholes at average 11' depth. CLEAN, PREP AND SPRAY 1/2" MSM CEMENT ABSE COAT AND SPRAY 120 MILLS OF DUROPLATE 6100 EPOXY TOP COAT
- 2. There will be no bond, inspection, permit, or disposal fees. Water will be available at hydrants adjacent to work areas throughout the City of Farmington at no cost to PMC.
- 3. Vactor debris will be disposed of @ the City of Farmington treatment facility.

**Section 2. STANDARD INCLUSIONS AND EXCLUSIONS.** This Agreement includes the following standard proposal inclusions and exclusions.

## Proposal Inclusions:

- 1. Certificate of Insurance not including Primary or Non-Contributory Coverage.
- 2. Final deliverables including PDF CCTV reports, CCTV videos, and a file database named after the unique pipe identifier for each pipe segment inspected.
- 3. Cleaning to be performed with a Jetter/Vac using industry standard nozzles.
- 4. Cutting, if authorized, will be performed with industry standard hydro nozzle, carbide root blade, and or chain knockers.

## **Proposal Exclusions:**

1. Please see project specific notes for any exclusions.

Section 3. TERMS AND CONDITIONS. This Agreement is contingent upon the following terms and conditions:

#### Pipeline Management Company, Inc. • 2673 E. Maple Road • Milford, MI 48381 • Ph.: 248-685-1500

a. **ARBITRATION.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules [including the Optional Rules for Emergency Measures of Protection]. Notwithstanding the foregoing, either party may immediately bring a proceeding seeking preliminary injunctive relief in a court having jurisdiction thereof which shall remain in effect until a final award is made in the arbitration. If the arbitrator determines that a party has generally prevailed in the arbitration, including filing fees, arbitrator compensation, attorney's fees and legal costs. The arbitrator hearing shall take place in Michigan before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof

**b.** Limits of Liability. In consideration of Pipeline's agreement to maintain no less than \$3,000,000 of comprehensive general liability Contractor's liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold Pipeline harmless from any third-party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.

**c. LIMITED WARRANTY**. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY, WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.

**d. MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES.** Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.

e. UNIT PRICES APPLY. Quantities are unknown. Attached T&M prices apply for actual invoice and payment.

f. **INVOICING and PAYMENT.** Payments are due at net within thirty days of invoice. Final payment is due within thirty days of invoice date. Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.

**g.** Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of Contractor.

THIS AGREEMENT IS EXPRESSLY LIMITED TO AND MADE CONDITIONAL ON OWNER'S ACCEPTANCE OF THE TERMS OF THE AGREEMENT AS WELL AS SECTION 2 STANDARD INCLUSIONS AND EXCLUSIONS AND SECTION 3 TERMS AND CONDITIONS. CONTRACTOR OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS.

## CONTRACTOR:

OWNER:

Pipeline Management Company, Inc.

Ву:\_\_\_\_\_

Print Name, Title & Date

Print Name, Title & Date

**City of Farmington** 

By: \_\_\_\_\_

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document, it shall not be acknowledged without this accepted proposal as an attachment.



PIPELINE MANAGEMENT CO., INC.

Michigan Department of Transportation Prequalified Contractor Pipeline Inspection, Maintenance, Repair and Rehabilitation

# **QUOTATION**

To: City of Farmington Attn: Mr. Chuck Eudy 33720 W. 9 Mile Road Farmington, MI 48335 Date: 3/21/2024 Expiration Date: 30 Days From Submittal Date Project Name: Farmington Thomas Street CIPP Lining Payment Terms: Net 30–1.5% Int. Per Month Thereafter

**PIPELINE MANAGEMENT COMPANY, INC.** (hereinafter Contractor or Pipeline) proposes to perform the work identified in Section 1 in accordance with the Project's Contract Documents or Owner's reasonable written direction when no plans are provided.

**Section 1. SCOPE OF WORK/ASSUMPTIONS/PRICING.** Upon notification by Owner, Contractor agrees to provide all work necessary to complete the project as more particularly described below:

No.	Description	Est. Qty.	Unit Price	Extension
1.	12" CIPP	800-LF	\$104.00	\$83,200.00
2.	Clean & CCTV	1- LS	\$12,540.00	\$12,540.00
3.	Traffic Control	1- LS	\$1,750.00	\$1,750.00
				\$97,490.00

## **Project Specific Notes**

- 1. Pipeline Management Company will prep for CIPP lining and will line the 800' of 12: from manhole to manhole on Thomas and School connecting to Grand River.
- 2. There will be no bond, inspection, permit, or disposal fees. Water will be available at hydrants adjacent to work areas throughout the City of Farmington at no cost to PMC.
- 3. Vactor debris will be disposed of @ the City of Farmington treatment facility.

**Section 2. STANDARD INCLUSIONS AND EXCLUSIONS.** This Agreement includes the following standard proposal inclusions and exclusions.

## **Proposal Inclusions:**

- 1. Certificate of Insurance not including Primary or Non-Contributory Coverage.
- 2. Final deliverables including PDF CCTV reports, CCTV videos, and a file database named after the unique pipe identifier for each pipe segment inspected.
- 3. Cleaning to be performed with a Jetter/Vac using industry standard nozzles.
- 4. Cutting, if authorized, will be performed with industry standard hydro nozzle, carbide root blade, and or chain knockers.

## **Proposal Exclusions:**

1. Please see project specific notes for any exclusions.

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remain in effect until a final award is made in the arbitration. If the arbitrator determines that a party has generally prevailed in the arbitration proceeding, then the arbitrator shall award to that party its reasonable out-of-pocket expenses related to the arbitration, including filing fees, arbitrator compensation, attorney's fees and legal costs. The arbitration hearing shall take place in Michigan before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof

**b.** Limits of Liability. In consideration of Pipeline's agreement to maintain no less than \$3,000,000 of comprehensive general liability Contractor's liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold Pipeline harmless from any third-party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.

**c. LIMITED WARRANTY**. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY, WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.

**d. MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES.** Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.

e. UNIT PRICES APPLY. Quantities are unknown. Attached T&M prices apply for actual invoice and payment.

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#### CONTRACTOR:

**Pipeline Management Company, Inc.** 

Ву:\_\_\_\_\_

Print Name, Title & Date

Print Name, Title & Date

By: \_\_\_\_\_

**City of Farmington** 

**OWNER:** 

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document, it shall not be acknowledged without this accepted proposal as an attachment.

<b>Farmington City Coun</b>	cil
Staff Report	

Council Meeting Date: August 19, 2024 Item Number 7G

# Submitted by: Charles Eudy, Superintendent

Agenda Topic:

Emergency Sewer Repair

## Proposed Motion:

Move to Approve D'Angelo Brothers Incorporated located in Farmington Hills MI to conduct emergency sanitary sewer repair near 21790 Farmington Road due to H2S deterioration.

## Background:

Early July 2024 the Public Works office was notified of a sinkhole near 21790 Farmington Road. Crews investigated and conducted a temporary repair of the concrete sanitary sewer pipe. During the investigation and temporary repair crews identified the sewer failure was caused by Hydrogen Sulfide gas (H2S). H2S gas is present in sanitary sewers and causes deterioration of concretes sanitary sewer pipes. The Chesley Lift Staton force main discharges to a sanitary sewer structure near 21790 Farmington Road increasing the H2S gases.

Crews continued investigating the sanitary sewer system downstream from that address to determine the extent of deterioration caused by the H2S gas. Crews identified an additional 60 foot long segment of concrete sanitary sewer deteriorated beyond repair of CIPP lining, which will require open cut excavation for the sanitary sewer replacement.

D'Angelo Brother's Inc located at 30836 W. 8 Mile Road, Farmington Hills 48336 quote in the amount of \$67,526.32 includes concrete removal, +/- 60 lineal feet of sanitary sewer replacement, backfill & compaction, 21AA Crushed Concrete driving surface. Concrete replacement is not included in the D'Angelo quote as the amount of concrete replacement will be unknown until the sanitary sewer is replaced. Concrete replacement will be completed by one of our concrete contractors as soon as possible.

OHM has been informed of the H2S deterioration of the concrete sanitary sewers and is investigating what measures could be implemented to reduce the H2S gases.

D'Angelo Brothers Incorporated is a pre-approved Oakland County Water Resources Commission sanitary sewer repair contractor.

## Materials:

D'Angelo Brothers Inc. Estimate



# **Estimate**

30836 W 8 Mile.

Farmington Hills, MI 48336

<b>TO:</b> City of Farmington		Kensington Manor. Farmington Road						
ATTN:	Chuck E.					on read		
C	DESCRIPTION OF WORK COMPLETED	Qty.	Unit	Hrs.		Rate	То	tal Per Line
Mobiliz	e, Sawcut, Excavate & Set Trench Box Over 12	" Sewer						
	Mobilize Excavator 315, 299	2	EA	-	\$	425.00	\$	850.00
	Service Trucks. F250, Peterbilt, F 350	2	HR	10	\$	35.00	\$	700.00
	Excavator & Operator	1	HR	10	\$	155.00	\$	1,550.00
	Skid Steer	1	HR	10	\$	97.87	\$	978.70
	Labor, Foreman, Truck Drivers Regular Time	8	HR	8	\$	48.00	\$	3,072.00
	Labor, Foreman, Truck Drivers Over Time	8	HR	2	\$	58.00	\$	928.00
	Dump Truck Semi Regular Time	3	HR	8	\$	90.00	\$	2,160.00
	Dump Truck Semi Over Time	3	HR	2	\$	95.00	\$	570.00
	Generator	1	Day	1	\$	100.00	\$	100.00
	Pump	2	Day	1	\$	60.00	\$	120.00
	Trench Box	1	EA	1	\$	750.00	\$	750.00
	Trench Plates	8	EA	1	\$	300.00	\$	2,400.00
							\$	14,178.70
Finish B	Excavating & Laying Pipe							
	Service Trucks. F250, Peterbilt, F 350	2	HR	10	\$	35.00	\$	700.00
	Excavator & Operator	1	HR	10	\$	155.00	\$	1,550.00
Skid Steer Labor, Foreman, Truck Drivers Regular Time Labor, Foreman, Truck Drivers Over Time		1	HR	10	\$	97.87	\$	978.70
		8	HR	8	\$	48.00	\$	3,072.00
		8	HR	2	\$	58.00	\$	928.00
	Dump Truck Semi Regular Time	3	HR	8	\$	90.00	\$	2,160.00
	Dump Truck Semi Over Time	3	HR	2	\$	95.00	\$	570.00
	Generator	1	Day	1	\$	100.00	\$	100.00
	Pump	2	Day	1	\$	60.00	\$	120.00
	Trench Box	1	EA	1	\$	750.00	\$	750.00
	Trench Plates	8	EA	1	\$	300.00	\$	2,400.00
	Compaction	1	HR	4	\$	84.00	\$	336.00
							\$	13,664.70
Clean S	Site, Backfill, Hoe Pack, Demobilize							
	DeMobilize Excavator 315, 299	2	EA	-	\$	425.00	\$	850.00
	Service Trucks. F250, Peterbilt, F 350	2	HR	8	\$	35.00	\$	560.00
Excavator & Operator		1	HR	8	\$	155.00	\$	1,240.00
	Skid Steer	1	HR	8	\$	97.87	\$	782.96
	Labor, Foreman, Truck Drivers Regular Time	8	HR	8	\$	48.00	\$	3,072.00
	Dump Truck Semi Regular Time	3	HR	8	\$	90.00	\$	2,160.00
	Compaction	1	HR	4	\$	84.00	\$	336.00
							\$	9,000.96

Materials					
Hydrolic Concrete, Misc Materials, Pipe & Ferncos	1	LS	1	\$ 2,000.00	\$ 2,000.00
Sewer Pipe & Materials	1	LSx15%	-	\$ 3,500.00	\$ 4,025.00
Sawcutting	1	LSx10%	-	\$ 1,500.00	\$ 1,650.00
6A Stone	36	Ton	-	\$ 33.56	\$ 1,208.16
21AA Crushed Concrete	25	Ton	-	\$ 26.56	\$ 664.00
Class II Sand	355	Ton	-	\$ 19.56	\$ 6,943.80
Haul Off	275	Ton	-	\$ 15.56	\$ 4,279.00
7" Concrete Pour	80	SYD	-	\$ 123.90	\$ 9,912.00
					\$ 30,681.96
				TOTAL	\$ 67,526.32

Vince D'Angelo (248) 515-1942

Excludes Dewatering and bypass pumping

Farmington City Council Staff Report	Council Meeting Date: August 19, 2024	ltem Number 7H			
Submitted by: Charles Eudy, Superintendent					
Agenda Topic: Revised Salt Storage Facility D					
<b>Proposed Motion</b> : Move to award the revised in the amount of \$150,000 or 10% of the Salt S contract, plus \$14,650 fixed services subject to recommended by the City Manager's office or t Administration to execute contact documents.	torage Facility demolition and rec any minor amendments to the fir	onstruction al form			
<b>Background:</b> Michigan Department of Transpo sharing for the demolition and reconstruction of contract for the Chemical Stroage Facility (CSF Cost sharing is based upon the most recent 5-y River, a MDOT trunkline.	a <b>salt storage shed</b> . MDOT is ( ) Cost sharing of 43% MDOT / 57	oreparing a 7% Farmington.			
From a salt storage facility recently constructed, MDOT initially advised the cost to construct a salt storage building is approximately \$900,000, Contract Administrative Fee of \$45,000, and the Municipal Administrative fee of \$50,000 to oversee the project. Based upon the Architects estimate, we have informed MDOT the potential expense to demolish and replace the salt storage facility is \$1,200,000. MDOT has proposed to increase their funding to demolish and construct a <u>salt storage shed</u> with an anticipated construction expense of \$1.5 million plus contract administrative fee of \$150,000 and Municipal Administrative fee of \$50,000.					
Hoppe Design has worked closely with the City of Farmington on several projects including the Warner Home Foundation Project, Warner Home Porch Roof improvements, and Public Works Exterior Repairs. Hoppe Design also has a working relationship with OHM. Hoppe Design fees are based upon 10% of project expense.					
	OT Share <u>City Share</u>				
Hoppe Design \$ 120,000-\$ 150,000 \$ \$ Fixed Services \$ 14,650-\$ 14,650 \$	16,000-\$645,000 \$684,000-\$8 51,600-\$ 64,500 \$ 68,400-\$ <u>6,299-\$ 6,299 \$ 8,351-\$</u> 73,899-\$715,799 \$760,751-\$9	85,500 <u>8,351</u>			
Hoppe Design scope of services will include I	Pre-design Soil Boring and Repo	ort, Contaminant			

Hoppe Design scope of services will include Pre-design Soil Boring and Report, Contaminant Assessment, Preliminary Design, Construction Documents, Bidding, Review bids and Recommendation of Award, Construction Contract Administration, and prepare payment applications. We will be reserving the right to have a local demolition contractor demolish the dome, if demolition cost is excessive.

Demolition of the salt dome could be scheduled for April 2025, with substantial completion by October 1, 2025. Currently there is 725 tons of salt stored in the dome. We have placed a minimal salt order for the coming winter. The dome will need to be empty, and any remaining salt stored indoors prior to demolition. I have asked Farmington Hills to store any remaining salt in their salt dome next year, until ours is reconstructed.

Materials: Hoppe Design Proposal: Salt Storage Facility Replacement

June 19, 2024

Mr. Charles Eudy Superintendent of Public Works, City of Farmington 33720 W. 9 Mile Rd Farmington, MI 48335

## Re: Salt Storage Facility Replacement

33720 W 9 Mile Rd, Farmington, MI 48335

Dear Mr. Murphy:

Thank you for the opportunity to submit this proposal for Professional services for the above named project. Our understanding of the project is as follows.

## **PROJECT UNDERSTANDING**

You would like to prepare a design for a new 2,250 square foot freestanding salt storage facility to be located at the above address. The existing building on site will be demolished and replaced with a new building. The building will have a storage capacity of 800 tons of salt. The building will have the following: one overhead door; egress doors; eight-inch reinforced concrete floor; exhaust fan; 12' high reinforced concrete wainscot; flat wood trusses; rubber membrane roof; and metal siding. The building trusses will have a 24-foot-high bearing. The building will have clear span framing.

## SCOPE OF BASIC SERVICES:

HOPPE Design, LLC proposes to provide Professional Architectural Services as follows:

#### Pre-Design

Soil Borings and Report: HOPPE Design, LLC will acquire borings of the site and a related soils report from a licensed soils engineer.

*Contaminant Assessment*: HOPPE Design, LLC will assist the Client in securing the services of a professional environmental engineer to conduct a contaminant assessment on the existing building.

## Preliminary Design

*Preliminary Design:* HOPPE Design, LLC will prepare a proposed schematic design. The schematic design will include a partial site plan, floor plan and exterior elevations.

*Preliminary Digital Model:* HOPPE Design, LLC will prepare a preliminary color digital model of the proposed work.

## Construction Documents

Architectural Working Drawings: HOPPE Design, LLC will prepare architectural working drawings to be used for permitting, bidding and construction. These documents will include a code analysis, egress plan, floor plan, roof plan, exterior elevations, building sections, wall sections, and door and hardware schedules.

*Structural Working Drawings*: HOPPE Design, LLC will prepare structural working drawings to be used for permitting, bidding and construction. These documents will include foundation plan, specifications and structural details and notes.

*Mechanical/Electrical Working Drawings*: HOPPE Design, LLC will prepare mechanical/electrical working drawings to be used for permitting, bidding and construction. These documents will include mechanical systems, interior lighting and power distribution, specifications, details, and notes.

## **Bidding**

HOPPE Design, LLC will provide assistance during the bid period to include the following: assistance in preparing an advertisement for bids; conduct pre-bid conference; respond to bidder inquiries; issue addenda

as needed; consultation and correspondence with bidders and owner; receive bids; assemble bid tabulation form; issue notice of award.

## Construction Contract Administration

HOPPE Design, LLC will provide Construction Contract Administration services to include the following: periodic site visits to observe progress of the project; consultation with the Owner or Contractor for review of site and building related issues; submittal review; review of pay applications; issuance of change orders and certificate of substantial completion.

## Deliverables

HOPPE Design will provide a pdf of all drawings and specifications. All printed copies of the drawings, specifications and renderings will be provided by the client.

## FEE:

Compensation for Basic Services rendered as described above shall be **Ten Percent (10.00%) of the Cost of Construction** as defined in this agreement.

Compensation for Fixed Fee Services, which includes the cost of the Soil Borings and Report and the Contaminant Assessment is **Fourteen Thousand Six Hundred Fifty dollars (\$14,650.00)**.

The architect shall invoice monthly for the portion of work completed to date plus reimbursable expenses. Compensation for Additional Services rendered shall be based on the hourly rate of \$190.00 per hour.

## **BUDGET FOR COST OF CONSTRUCTION:**

The budget for the Cost of Construction is approximately between \$1,200,000-\$1,500,000.

## SCHEDULE:

The Architect is prepared to begin work within ten working days of receipt of a signed Agreement and no sooner than July 1, 2024. The period of service for this agreement shall be twelve months, after which time the terms, conditions and fee of this agreement shall be re-negotiated.

## ASSUMPTIONS AND RESPONSIBILITIES

This agreement is based upon the following assumptions and description of responsibilities.

The client will provide HOPPE Design, LLC with all available existing site and building drawings and the architect shall be allowed to rely upon the accuracy of such drawings.

The client is responsible for all permitting fees.

The Client will be responsible for acquisition of a Phase I or Phase II Environmental Survey and contaminant assessment and abatement. HOPPE Design, LLC shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client, including services and information provided by other design professionals or consultants directly to the Client. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings and legal information.

The client understands that the final rendering will only be an artistic rendition of the building and may not reflect exactly what is or will be constructed. Further, the client agrees that revisions to the rendering required due to subsequent changes to the design of the building will be charged as an additional service.

## **TERMS AND CONDITIONS:**

The terms and conditions of this proposal shall be in accordance with the attached Standard Terms and Conditions of the Agreement. This unexecuted proposal shall remain in effect for thirty days, after which time HOPPE Design, LLC reserves the right to review and modify any and all portions of this proposal. Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. Your return of a signed copy of this proposal and initial payment will serve as authorization to proceed. If you have any questions or need additional information, please contact this office.



Sincerely,

Wayde C. Hoppe, R.A. President NCARB, LEED AP

Client

Date



### DESCRIPTION OF AVAILABLE SERVICES

The following is a list of Services available from the office of HOPPE Design, LLC. Only those Services noted in the Scope of Basic Services of this Agreement will be provided under this Agreement. The Owner may elect to add services from the list below to the Scope of Basic Services by request for Amendment. Such services will be provided upon signature and receipt of such amendment and will be provided for at the above stated hourly rate.

#### PRELIMINARY DESIGN

- Master Planning
- □ Schematic Floor Plans and Elevations
- Elevation Rendering, Black and White
- Derspective Rendering, Black and White
- Perspective Rendering, Color
- □ Model Built to Scale
- □ Assist in Selection of Structural System
- Provide Structural Criteria for Geotechnical Consultant
- □ Initial Concept and Budget Review
- Existing Building Survey and Measurements
- Program Development

## CONSTRUCTION DOCUMENTS

- Architectural Working Drawings
- Structural Working Drawings
- Civil Working Drawings
- Civil working Drawings
   Mechanical Working Drawings
- Electrical Working Drawings
- Electrical working Drawings
   Specifications and General Conditions
- Specifications and Octicial Conditions
   Statement of Probable Construction Costs
- Building Engineering including design and selection of HVAC, Plumbing and Electrical Equipment
- Site Engineering including Civil engineering, Landscape Design, and Grading Plans.
- Utilities: design of utilities to the site including telephone, natural gas, power, cable and water and assisting the Owner in submitting for approval from the utility providers.
- Product and Manufacturer Selection and Specification: Assisting the Owner in selecting and specifying the Finish, Style and Manufacturers of interior finish materials, exterior materials, plumbing fixtures and disposals, shower enclosures and doors, cabinetry, counters and millwork, tile, hardwood flooring, trim, pavers, shingles, siding, banisters, shelving, mantels and fireplace surrounds and inserts, doors and hardware, windows, exhaust hoods, exhaust fans, light fixtures, and appliances.

#### BIDDING AND NEGOTIATING

- Bidders List: assisting the Owner in assembling a list of qualified bidders.
- Distribution of bidding documents
- Consultation with Bidders
- Pre-Bid Conference
- □ Assist in Evaluating Bids
- Execute Final Agreement

## CONTRACT ADMINISTRATION

- $\hfill\square$  Site visits to observe progress of the project
- Consultation with the Owner or Contractor for review of site and building related issues.
- □ Shop Drawings and Submittal Review.
- Review of Applications for Payment, Lien Waivers, and Sworn Statements.
- □ Issuance of Change Orders, and Certificate of Substantial Completion.

#### APPROVAL ASSISTANCE

Assisting the Owner, by submissions and representation only, in filing for application for approval from authorities having jurisdiction over the project. Such authorities may include the following:

- Planning Commission
- Zoning Board of Approval: Special Use Permit
- □ Zoning Board of Approval: Variance
- City Council
- County Soil Erosion Control
- County Drainage Commission
- □ Michigan Department of Environmental Quality
- □ YCUĂ
- Detroit Water and Sewer
- County Road Commission
- County Well Permit
- Sewage Permit
- Septic System Inspection
- □ Sign Permit
- County Health Department
- State Department of Public Health
- Army Corps of Engineers: flood plain determination
- □ EPA: soil erosion permit
- □ Barrier Free Design Rule Exception

#### EXTENDED SERVICES

Assist the Owner in procuring services from Consultants related to special concerns including the following:

- Contamination Investigation
- Contaminant Abatement
- Subsurface Investigation
- □ Land Surveying
- Interior Design
- □ Signage Design: Interior and Exterior
- Food Service Equipment Design
- Detailed Cost Estimating
- Graphic Design
- Graphic Design
   Furniture and Fixture Design and Layout

## STANDARD TERMS AND CONDITIONS OF THE AGREEMENT

#### ACCESS TO SITE

Unless otherwise stated, the Architect will have access to the site for activities necessary for the performance of the services. If the Architect would like to damage the building and site as part of the Architect's evaluation of the work to be done the Architect must first receive the City's approval to make the damages, prior to the damage occurring. The Architect shall not be the responsible for any of the damage approved by the City.

#### ALLOCATION OF RISK

The Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and his subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses for any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Architect and his subconsultants to all those named shall not exceed the Architect's total fee for services rendered on the project or the available limits on the architect's professional liability insurance, whichever is less. It is intended that this limitation apply to any and all liability or cause of action, however alleged or arising, unless otherwise prohibited by law.

#### AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA, except where it can be demonstrated that it is structurally impractical to meet such requirements. The Owner acknowledges that the requirements of the ADA may be subject to various and possibly contradictory interpretations and that the standards for design practice as it relates to disabled legislation are still evolving. Therefore, the Architect shall use his reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, and to conform the construction documents to the requirements of such laws. However, the Architect cannot and does not warrant or guarantee the Owner's project will comply with interpretations of ADA requirements.

#### ASSIGNMENT

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.

#### CONSTRUCTION COST

Construction Costs are defined as the cost of any and all building and site work requiring architectural drawing, documentation and advice; including Contractor fees, equipment, and counterwork. Construction Costs shall also include the absolute value of changes made after the completion of the contract document phase. It does not include the cost of professional architectural fees or interior furnishings. Until final construction costs have been presented, an estimated cost of construction, prepared by the Architect, will be used for calculating the billings.

#### CONSTRUCTION OBSERVATION

If described in this agreement as a part of basic services, the Architect shall visit the site at intervals deemed appropriate by the architect, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Architect, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the Consultant shall endeavor to keep the owner informed about the progress of the Work. If the Owner desires more extensive project observation or fulltime project representation, the Owner shall request that such services be provided by the Architect as Additional Services in accordance with the terms of this Agreement.

The Architect shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

#### DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and the Architect agree that all disputes between them arising out of or related to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. Arbitration shall be a secondary method of dispute resolution. The Owner and the Architect further agree to include a similar provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements. A notice of demand for arbitration may not be made after the applicable statute of limitations.

#### EXCLUDED SERVICES

Those services shown on the attached list of "available services" that are not explicitly described under the proposed scope of basic services above are excluded. Additions to this scope of basic services may be provided under this agreement with a signed amendment to the agreement.

#### HAZARDOUS MATERIALS

Both parties acknowledge that the Architect's scope of services does not include any services related to hazardous or toxic materials including PFAS. In the event the Architect or any other party encounters hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present to the jobsite, or any adjacent areas that may affect the performance of the Architect's services, the Architect may at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Owner retains appropriate specialist consultants or contractors to identify, abate and/or remove the hazardous or toxic materials and warrant that the jobsite is in full

compliance with applicable laws and regulations. The client also understands that materials that are permissible under current building codes may at some future date be deemed hazardous; and that the architect is expected to meet current industry standards regarding the specification of materials deemed non-hazardous and that the architect may rely upon the accuracy of the manufacturer's data.

#### INDEPENDENT CONTRACTOR RELATIONSHIP.

In the performance of this Agreement, the relationship of the Architect to the Owner shall be that of an independent contractor and not that of an employee or agent of Owner. The Architect is and shall perform under this Agreement as an independent contractor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to an agreement for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Agreement.

The Architect, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the Owner or to make any representations to third parties that are binding upon the Owner. Although the Architect is required under this Agreement to advise, make recommendations to and to a limited extent represent the Owner, all plans, studies, applications, submittals, surveys, reports and any other information relating to the work must be submitted to and approved by the Owner or the Owner's authorized official prior to being disseminated to any third party and shall only be so disseminated if such dissemination is approved in advance by the Owner or an authorized Owner official.

#### INDEMNIFICATION

The Owner shall indemnify and hold harmless the Architect, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including all attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named with respect to the services under this agreement, excepting those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect. The Owner agrees to include this same indemnification in any agreement made with contractors, subcontractors, suppliers, or consultants who provide services or products with respect to this project, indemnifying the Architect as described above.

#### INSURANCE

Architect shall provide evidence of Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All deductibles and SIRs are the responsibility of the Architect. The policy shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for nonpayment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the City. Copies of all policies mentioned above shall be furnished, if so requested.

The Architect shall provide the City at the time that the contracts are returned to him for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where cancellation notice is required would be acceptable. If any of the above coverage expires during the term of this agreement, the Architect shall deliver renewal certificates and endorsements to the City at least ten days prior to the expiration date.

#### INVOICES

HOPPE Design, LLC will invoice monthly for the portion of the work completed to that date and payment is due upon receipt of invoice. Payment due and unpaid shall bear interest from the date payment is due at the rate of 1-1/2 percent per month or the maximum allowable by law, whichever is lower. The Architect will obtain written approval of the Owner prior to proceeding with any services or work that is not stated herein; otherwise the Owner will not be billed for such extra/additional services or work.

#### JURISDICTION AND VENUE OF AGREEMENT

This Agreement shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as the 47<sup>th</sup> District Court in Farmington, Michigan or in the 6<sup>th</sup> Circuit Court in Oakland County, Michigan.

#### JOBSITE SAFETY

Neither the professional activities of the Consultant, nor the presence of the Consultant, its employees or subconsultants at a construction/project site, shall impose any duty on the Consultant, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequences, techniques, procedures, or jobsite safety, including, but not limited to, injury and illness prevention programs or similar plans intended to mitigate or prevent injuries or exposure to pollutants, viruses, bacteria or pathogens of any kind, and necessary for performing, superintending or coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies ("Contractor Duties"). The Consultant and its personnel have no authority to exercise any control over any construction contractor or is employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client, the Consultant and the Consultant's subconsultants from and against any claims, causes of action, demands or damages arising out of or relating to Contractor Duties. The Client also agrees that the Consultant and the Consultants shall be made additional insureds under the General Contractor?

#### OBSOLESCENCE

Although the Architect endeavors to specify products that are readily available, the Architect does not warrant that specified products will not be obsolete or in any other manner unavailable or inapplicable for the project, or that such products may not increase in cost for any reason. The Owner acknowledges that the Architect is not liable for costs associated with the unavailability of specified products, delays to the project due to the unavailability of specified products, or additional costs to the project due to replacement of unavailable products.

#### OPINIONS OF PROBABLE COST OF CONSTRUCTION

In providing opinions of probable cost of construction, the Owner understands that the Architect has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Architect's opinions of probable construction costs are made on the basis of the Architect's professional judgment and experience. The Architect makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Architect's opinion of probable construction cost.

#### OWNERSHIP OF DOCUMENTS

The Architect acknowledges that the owner is a public body, subject to Freedom of Information request and other transparency obligations. It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and or coming into the possession of the Architect during the term of this Agreement that in any way relate to the performance of the work by the Architect under this Agreement or that are otherwise related or relevant to the work, belong exclusively to the Architect.

#### PERMITS AND APPROVALS

The consultant shall assist the Owner in connection with the Owner's responsibility for applying for those permits and approvals normally required by law for projects similar to the one for which the Architect's services are being engaged, if those services are listed in the Scope of Basic Services of this agreement. If not specifically listed in the Scope of Basic Services, then the Architect shall be compensated for this service as an Additional Service. This assistance shall consist of completing and submitting forms and providing information to the appropriate regulatory agencies having jurisdiction over the documents, and other services included in the Scope of Basic Services of this agreement. The Architect cannot and does not warrant or guarantee the Owner's project will comply with requirements of federal, state and local laws, rules, codes, ordinances, and regulations.

#### PRIOR CONTRACTS AND CONDITIONS

The Architect is not required to inspect, review, alter or evaluate in any way the services provided by a previous design professional.

#### REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for services and include expenses incurred in the interest of the project and are as follows: expense of reproductions, postage and handling of drawings, specifications and other documents; mileage, and photographic expenses required of the Architect; fees paid for securing approval of authorities having jurisdiction over the project; renderings, models and mock-ups requested by the Owner; additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants. Reimbursable expenses will be billed at 1.15 (one point one five) times the amount billed the Architect. Costs for site surveying consultants, if required, will be invoiced directly to the Owner.

#### RIGHT TO RETAIN SUBCONSULTANTS

The Architect may engage the services of any subconsultants when, in the Architect's sole opinion, it is appropriate to do so; provided the Owner agrees to such engagement upon notice by the Architect. Such subconsultants may include any specialized consulting services deemed necessary by the Architect to carry out the scope of the Architect's services

#### SEVERABILITY

Any term or provision of this Agreement found to be invalid under any applicable statue or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

#### STANDARD OF CARE

In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

#### STATUTES OF REPOSE AND LIMITATION

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the Architect's services are completed or terminated.

#### SURVIVAL

All limitations of liability, indemnifications, warranties, and representations contained in this Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect.

#### TERMINATION OF SERVICES

This agreement may be terminated by the Owner or the Architect for any reason. In the event of termination, the Owner shall pay the Architect for all services rendered to the date of termination that is eligible for payment under the terms of the Agreement, plus all reimbursable expenses to which the Architect is entitled.

#### THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Architect. The Architect's services under this Agreement are being performed solely for the Owner's benefit, and no other party or entity shall have any claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder. The Owner agrees to require a similar provision in all contracts with contractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

#### UNAUTHORIZED CHANGES

In the event the Owner, the Owner's contractors or subcontractors, or anyone for whom the Owner is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Architect without obtaining the Consultant's prior written consent, the Owner shall assume full responsibility for the results of such changes. The Owner agrees to waive any claim against the Architect and to release the Architect from any liability arising directly or indirectly from such changes.

VERIFICATION OF EXISTING CONDITIONS



In as much as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the structure, the Owner agrees to bear all costs, losses and expenses, including the cost of the Architect's additional services, arising from the discovery of concealed or unknown conditions in an existing structure.

Farmington City Council Staff Report	Council Meeting Date: August 19, 2024	ltem Number 7I		
Submitted by: Charles Eudy, Superintendent				
Agenda Topic: Spray Patch Road Repair on Tr	ee Hill Blvd			
<b>Proposed Motion</b> : Move to approve Spray-Pat road repair on Tree Hill Blvd. not to exceed \$15,	•	ne spray-patch		
<b>Background:</b> The concrete road is deterioratin ASR is present, the hairline fractures caused the Tree Hill Boulevard in Chatham Hill Subdivision weekly cold patching. The most significant dete Streets.	e joints to deteriorate. In 2018, the was so poor it required Public W	ne condition of orks to conduct		
Public Works office was advised to review the Fa Maintenance Program, focused on maintenance deterioration.		•		
In 2019 funds were allocated to conduct limited spray-patching has held up for 5 years with little continued to deteriorate from the ASR and Publi street again this spring on a regular basis.	maintenance from Public Works	. The road has		
Upon review of the street, Mark Meek, Owner of Works Office. Mark agreed the best course of a areas beginning with the west side of Tree Hill B Street. From that point the entire width of Tree I scarfed to remove the loose ASR affected concr material, prepare surface, and place new spray-	ction is to focus repairs in the me oulevard from Freedom Road to Hill Boulevard towards Saxony S ete and old cold patch or spray-p	ost deteriorated near Lansbury treet should be		
Additional funds will be allocated next fiscal year	r to complete the next block of sp	oray-patching.		
Materials: Estimate #2130				



## Phone # 248-877-2480 Fax # 248-439-1321

# Name / Address

City of Farmington 23600 Liberty Street Farmington, MI 48335

# 1333 E. Eleven Mile Road Madison Heights, MI 48071

SprayPatchMl@gmail.com www.Spray-Patch.com

Date	Estimate #

**Estimate** 

8/14/2024	2130

Description	Total
Scarf and patch concrete road for the City of Farmington. Tree Hill Boulevard near Freedom Road to Saxony or as far as the material estimated will g discussed with Chuck Eudy. In areas to be repaired where there is concrete, we will scarf out the old patches and the debris. We remove the debris and then blow the area clean. We then apply a tack coat to adhesion to the substrate below and spray in our material Spray-Patch. The area is swept compacted for a smooth transition between the existing pavement and the repair. Debris from site included. Some loose stone will be present after repairs are completed. The repairs can be driven o traffic immediately. Please sign and return a copy of this estimate to authorize us to proceed. Upon receiving your authorization, we will contact you for scheduling the job.	o as bose ensure nd emoval
Signature to Accept:	otal \$15,000.00

# We Look Forward to Doing Business With You!

Farmington City Council Staff Report	Council Meeting Date: August 19, 2024	ltem Number 7J			
Submitted by: David Murphy, City Manager					
Agenda Topic: Consideration to Amend Fiscal	Year 2024-25 Budget				
Proposed Motion: Move to adopt Budget Amendment Resolution #2, amending Fiscal Year 2024-25 Budget.					
Background:					
The City's budget is adopted on a fiscal year basis, July 1 – June 30. Unfortunately, many of the City's projects take place during the summer and often span year end. Guessing how much of the project will occur in each fiscal year is difficult and forcing contractors to work within a specific fiscal year is expensive. As a result, Administration allocates the total cost of a project between fiscal years or places the entire project in the earlier fiscal year. If the budget is not					

used in the earlier fiscal year, the budget is added to the next fiscal year through a budget amendment. Attached is the budget amendment moving unspent funds from the 2023-24 fiscal year to the 2024-25 fiscal year. None of the items on the budget amendment represent nonbudgeted expenditures. They are just a reallocation of budget from one fiscal year to the next.

Materials: Budget Amendment Resolution #2 2024-25

## **CITY OF FARMINGTON**

RES		
Motion by,	seconded by,	
WHEREAS, the 2023/24 Fiscal Year Bug prior to June 30, 2024; and	dget contained funding for various projects that w	vere not completed
WHEREAS, these projects are still cons	sidered necessary to complete;	
NOW, THEREFORE BE IT RESOLVED t Budget as shown below.	that the Farmington City Council hereby amends t	he FY 2024/25
Fund: General Fund		
General Government	\$15,000	
Reduction of Fund Balance To roll forward funding for employee tr	ansition assistance	\$15,000
Fund: General Fund		
General Government	\$6,000	
Reduction of Fund Balance		\$6,000
To roll forward funding for website red	esign	
Fund: General Fund		
General Government	\$45,000	
Transfer, Capital Improvement Fund		\$45,000
To roll forward funding for Treasurer fu	urniture	
Fund: General Fund		
General Government	\$4,000	<u> </u>
Reduction of Fund Balance		\$4,000
To roll forward funding for hoist wiring	I	
Fund: General Fund		
Public Safety	\$58,000	¢ = 7 000
Transfer, Capital Improvement Fun Reduction of Fund Balance	d	\$57,000 \$1,000
	ty contractual serives and capital outlay: (\$3,000-f	
•••	10,000 interview room cameera and soundproofir	• •
Fund: General Fund		
Public Works	\$24,000	
Reduction of Fund Balance		\$24,000
To roll forward funding for parking lot	sealcoating	
Fund: General Fund		
Recreation and Culture	\$13,000	
Reduction of Fund Balance		\$13,000
To roll forward funding Kliey Park Impr	rovements funded by farmers market profit	
Fund: General Fund		
Recreation and Culture	\$18,000	A40.000
Reduction of Fund Balance	nont	\$18,000
To roll forward funding for park equipn	nent	

Fund: Major Street Fund Construction Reduction of Fund Balance To roll forward funding for Gill engineering	\$47,100	\$47,100
Fund: Capital Improvement Fund Transfer, General Fund Reduction of Fund Balance To roll forward funding for transfer to General Fund for	\$102,000 capital outlay	\$102,000
Fund: American Rescue Plan Fund Construction Federal Grants To roll forward funding for emergency sewer repairs	\$116,000	\$116,000
Fund: American Rescue Plan Fund Construction Federal Grants To roll forward funding for Thomas and School Street w	\$23,600 vater and sewer	\$23,600
Fund: Capital Improvement Millage Fund Capital Outlay Reduction of Fund Balance To roll forward funding for Shiawassee and Drake Park	\$10,000 Landscaping	\$10,000
Fund: Capital Improvement Millage Fund Capital Outlay Reduction of Fund Balance To roll forward funding for Hillside Path Engineering	\$67,000	\$67,000
Fund: Capital Improvement Millage Fund Capital Outlay Reduction of Fund Balance To roll forward funding for closeout of Farmington Roa	\$37,900 d Streetscape	\$37,900
Fund: Capital Improvement Millage Fund Capital Outlay Reduction of Fund Balance To roll forward funding for DPW concrete	\$15,400	\$15,400
Fund: Capital Improvement Millage Fund Capital Outlay Reduction of Fund Balance To roll forward funding for Smart Cities Initiatives	\$10,000	\$10,000
Fund: Capital Improvement Millage Fund Capital Outlay Reduction of Fund Balance To roll forward funding for Non-Motorized Pathway Stu	\$35,000 dy	\$35,000
Fund: Capital Improvement Millage Fund Capital Outlay Reduction of Fund Balance To roll forward funding for Fuel Pump Repair	\$11,000	\$11,000

Fund: Capital Improvement Millage Fund Capital Outlay Reduction of Fund Balance To roll forward funding for Recreation Master Plan Update	\$40,000	\$40,000
Fund: Water and Sewer Fund Capital Outlay Reduction of Fund Balance To roll forward funding for DPW Concrete	\$15,500	\$15,500
Fund: Water and Sewer Fund Capital Outlay Reduction of Fund Balance To roll forward funding for fuel pump	\$5,500	\$5,500
Fund: Water and Sewer Fund Capital Outlay Reduction of Fund Balance To roll forward funding for fuel pump	\$4,000	\$4,000

Fund: Water and Sewer Fund Capital Outlay Reduction of Fund Balance To roll forward funding for Gill Road Engineering	\$40,400	\$40,400
Fund: Water and Sewer Fund Capital Outlay Reduction of Fund Balance To roll forward funding for water meters	\$57,700	\$57,700
Fund: Water and Sewer Fund Capital Outlay Reduction of Fund Balance To roll forward funding for water infrastructure	\$8,000	\$8,000
Fund: Water and Sewer Fund Capital Outlay Reduction of Fund Balance To roll forward funding for sewer infrastructure	\$36,467	\$36,467
Fund: DPW Equipment Revolving Fund Capital Outlay Reduction of Fund Balance To roll forward funding for DPW Truck with Plow	\$56,329	\$56,329
Roll Call: Ayes: Nays: Absent:		
RESOLUTION DECLARED ADOPTED	MEAGHAN BACHMA	N, CITY CLERK

I, Marion Bachman, duly authorized Clerk for the City of Farmington, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Farmington City Council at a regular meeting held Monday, August 19, 2023 in the City of Farmington, Oakland County, Michigan.

	BACHMAN,	CITY	
WEAGHAN	DACHIVIAN,		<b>ULERN</b>

Farmington City Council Staff Report	Council Meeting Date: August 19, 2024	ltem Number 7K	
Submitted by: Melissa Andrade, Assistant to th	e City Manager		
Agenda Topic: Amend Social District hours for	Lions Tailgate Event		
<b>Proposed Motion</b> : Move to approve a resolution amending the social district common area management and maintenance plan for a temporary change in the hours of operation for September 8, 2024, to allow the Commons Area to be open until 11:59 PM on that single date and approve the Lions Opening Day Tailgate event that is proposed to take place in the Syndicate area outside adjacent to the west parking lot.			
<b>Background:</b> Two Syndicate businesses – Loft Cigar Bar and Heights Brewing – submitted a special event application to host a Lions Tailgate party on Sunday, September 8, 2024. While the event will begin at noon, the game is at 8 p.m., and the event may last until midnight. The event space will be in the alleys, walkways and parking spots behind their businesses that are included in The Syndicate.			
They are requesting to extend the hours of The Syndicate just for their special event.			
This request was discussed with Public Safety and the Downtown Development Authority. There are no concerns.			
Materials: Resolution and Application			

	Lions Opening Day Tailgate	CITY USE ONLY
ame		Approval Needed: City Manager City Council
		Approved Denied



# City of Farmington Special Event Application

This application is for all events in Riley Park and any other event in the City of Farmington that will bring in more than 25 people. Complete this application in accordance with the city of Farmington's Special Events Policy and return it to the City Manager's Office at least 30 days prior to the starting date of the event. If your event is approved, you will receive a written confirmation of approval.

Park fees are \$100 for residents and \$200 for non-residents.

**Event** 

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of myself or the sponsoring organization, the following:

- a. For public events, a certificate of insurance and endorsement must be provided naming the City of Farmington as additional insured. See Parks Reservation, Facility Use, and Special Events Policy, page 19, item J, for specific requirements and limits.
- b. If the event includes solicitation by workers standing in street intersections, the required safety precautions will be maintained at all times in accordance with the Department of Public Safety. Reference the Parks Reservation, Facility Use, and Special Events Policy, page 20, item K.
- c. All food vendors must be approved by the Oakland County Health Department and follow all required health regulations. Each food vendor must provide the City with a Certificate of Insurance as well as an endorsement naming the City of Farmington as additional insured. Form CG 20 26 or its equivalent is recommended. See Parks Reservation, Facility Use, and Special Events Policy, page 20, item M for more details.
- d. The approval of this special event may include additional requirements and/or limitations based on the city's review of this application, and in accordance with the city's Parks Reservation, Facility Use, and Special Events Policy. The event will be operated in conformance with the written confirmation of approval. See Parks Reservation, Facility Use, and Special Events Policy, page 21, item Q.
- e. The sponsoring organization may provide a security deposit for the estimated fees as may be required by the city and will promptly pay any billing for city services which may be rendered. See Parks Reservation, Facility Use, and Special Events Policy, page 17, items E and F.

To the fullest extent permitted by law, the individual or sponsoring organization assume(s) all risks and agrees to defend, pay on behalf of, indemnify, and hold harmless, the City of Farmington, including all of its elected and appointed officials, all employees and volunteers, against any and all claims, demands, suits, or loss, including all costs connected therewith, including but not limited to attorney fees, and for any damages which maybe asserted, claimed, or recovered against or from the City of Farmington, by reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof, which arise out of your actions during this event.

As the duly authorized individual or agent of the sponsoring organization, I hereby apply for approval of this special event, affirm the above understandings, and agree that I (or the sponsoring organization) will comply with the city's Parks Reservation, Facility Use, and Special Events Policy, the terms of the Written Confirmation of Approval and all other city requirements ordinances and other laws which apply to this special event.

8/5/2024

Date

Signature

RETURN THIS APPLICATION AT LEAST THIRTY (30) DAYS PRIOR TO THE FIRST DAY OF THE EVENT TO:

City Manager's Office 23600 Liberty Street Farmington, MI 48336 Phone: 248-474 5500, ext. 2221

Failure to provide the above items shall result in cancellation of the event. The city shall not be liable for any cost incurred.

Individual/Organization Phone: Heights: 734-548-5822 / Loft: 313-451-0441 23621 Farmington Rd., Farmington, MI 48336				
Individual/Organization Address:33419 Grand River Ave, Farmington, MI 48335				
Organization's Contact: Shawn Kavanagh/ Donovan Singleton Phone: 734-548-5822 / 313-451-0441				
Shawn@heightsbrewing.com Contact'sTitle: Owners E-mail:Donovan@loftcigarlounge.com				
23621 Farmington Rd., Farmington, MI 48336 Address: <u>33419 Grand River Ave, Farmington, MI 48335</u>				
Event Name: Lions Opening Day Tailgate				
Type of Event: O Sponsored/City Operated O Co-Sponsored (all parties must provide info and sign application				
O Non-Profit O For Profit				
O Political or Ballot Issue O Wedding				
Video or Film Production O Running Event				
O Block Party O Other (describe)				
The Lions Opening Day Tailgate is a themed event for all Lions fans to celebrate the kickoff to the Detroit Lions season. The event will serve to activate the Social District west of Farmington Road (West Farmington) and include both indoor and outdoor spaces for Loft Cigar Lounge and Heights Brewing, all which have been approved by the City of Farmington and the State of Michigan for serving alcoholic beverages as well as carry-out cocktails. The event will also provide the option of purchasing food items from Heights Brewing.				

Event Purpose:	Lions Opening Day Tailgate		
Event Dates:	9/8/2024, Sunday busy around Spm 12:00pm-12:00am		
Event Times:	12:00pm-12:00am 820 game		
Event Location:	West Farmington (Heights Brewing, Loft Cigar Lounge and adjoining Social District		
Number of Peopl	e Expected:145		
Contact Person on	DayofEvent:Shawn Kavanaugh/ Donovan Singleton		
Phone: 734-548-5	822 / 313-451-0441		
Email Shawn	@heightsbrewing.com/ Donovan@loftcigarlounge.com		
Estimated Time of	of Setup:1hr		
Estimated Time of Cleanup:			
Crowd Control Pl	ans:		
Loft Cigar Loung	ge/ Heights staff will manage crowd control.		
Sidewalk use? X YES NO			
If yes, describe sidewalk use:			
The event will s	erve to activate the existing social district west of Farmington Rd		

Reserved Parking: Are you requesting exempt Parking? (See Policy Section 5)

 $\bigcirc$  YES  $(\mathbf{X})$  NO

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

Will street closures be necessary?  $\bigcirc$  YES  $(\hat{X})$  NO

**(X**)

If yes, describe street closures, include time of closure and re-open:

Will music be provided?

YES 🔿 NO

If yes, describe amplification and proposed location of band, speakers, equipment, etc.:

A live band and DJ will be performing between 12pm and 8pm concluding before the begining of the football game. Music will be set up in the alley between 33425 Grand River Ave and Focal Point facing south toward the west parking lot with a 2000 watt amp and 4 x 500 watt speakers. Music will be maintained at a reasonable volume so as to not impose on other businesses/ residents.

Will electricity be needed for the event?

X YES O NO

Booths	O <sub>YES</sub>	⊗ <sub>NO</sub>	Quantity:
Tents/Canopies	X YES	Ono	Quantity: 3
Rides	Oyes	⊗ <sub>NO</sub>	Quantity:
Tables	<b>X</b> YES	$O_{NO}$	Quantity: 3
Portable Toilets	Oyes	⊗ <sub>NO</sub>	Quantity:
Inflatables	Oyes	⊗ <sub>NO</sub>	Quantity:
Food Vending	Oyes	⊗ <sub>NO</sub>	Quantity:
Other Vendors	O <sub>YES</sub>	⊗ <sub>NO</sub>	Quantity:
Other (describe)			

Will the following be constructed or located in event area?

If yes to food vendors, concessions, and/or other vendors, please list all of the vendors by vendor name, refer to Policy Section IV.2.N for license and insurance requirements:

\*If mobile food vending is proposed as part of an activity that also requires a special event permit, no additional or separate mobile food vending permit shall be required as state in the City Cod of Ordinances (Appendix A in policy).

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

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

 $\ensuremath{\bigcirc}$  I have invited local businesses to participate.

Those invited include:

**Event Signs:** Will this event include the use of signs  $(\hat{\mathbf{X}})$  YES  $(\bigcirc)$  NO

If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs. All signage must be approved by the City Manager's Office.

#### Event Cost Worksheet

	Cost	Quantity	Total
Park usage fee			
Public Safety Assistance			
Public Services Assistance			
Cones			
Additional Barricades			
Additional Trash Barrels			
Other			
Total			0

Usage fee for Riley Park is \$100 for residents, \$200 for non-residents. Assistance from Public Services or Public Safety is \$65/hour with a minimum of two hours. The Pubic Services fee includes four trash barrels and four barricades. If additional equipment is needed, the fee will be determined by Public Services. Equipment is limited to cones, barricades and trash barrels.

Checks can be dropped off or mailed to the City Manager's Office at Farmington City Hall: 23600 Liberty Street, Farmington, MI 48335. Make checks payable to the "City of Farmington." There is a processing fee for credit cards payments. Credit card payments must be made at City Hall, we do not take credit card information via the phone.



# **Farmington Public Safety Department**

Public Safety Director Bob Houhanisin

August 9, 2024

Mr. Murphy,

On August 8, 2024, I attended a meeting hosted by DDA Director Kate Knight to discuss the possibility of holding a Lions Tailgate for their home opening game on September 8<sup>th</sup>, 2024, from noon until 11:30pm. The game begins at 8:20pm and should end around 11:00pm. The event will be hosted by The Heights Brewery and The Loft Cigar Bar and take place in the parking area west of the Heights Brewery (formerly Pages Lot) or in the alley between Focal Point and The Loft.

The topic of safety was discussed with the following points:

- 1. The event would require fencing to delineate what was inside their purview and what was outside the footprint of the event.
- 2. Organizers must decide if the event will take place within the Syndicate, or if they will obtain a special district liquor license from the state.
- 3. Since alcohol will be sold and consumed during the event, properly trained security personnel must be hired to manage checking identification and to secure the event from patrons circumnavigating the fence/ID check and to control unruly guest.
- 4. Security personnel must be trained to control access points in the event of an emergency
- 5. Three members of the Public Safety Department must be dedicated to the entirety of this event. It is anticipated that there will be roughly 150 attendees.

Per overtime rules, I cannot exclude members of the Command Staff from signing up for this overtime. Therefore, when I calculate an estimated cost for overtime, I base the hours off the pay rate of a sergeant. Our officers would report for a briefing and preparation at 11:30am and stay until the conclusion of the event, which is roughly 11:30pm. Based on a 12-hour event I would break the event down into 2 shifts. 11:30am to 6:00pm and 6:00pm until 11:30pm. This allows officers to hold over at the end of dayshift.

3 officers X 12hours at \$64.60 an hour = \$2,325.60. This number could change based on who signs up for the overtime. This does not include preparation time, such as coordinating IMT, MiCIMS, DISEMIIC, and other State and Federal resources. With this event, I expect preparation to take less than 5 hours of on-duty work.

Respectfully,

Bob Houhanisin – Director of Public Safety





# **STATE OF MICHIGAN**

# **COUNTY OF OAKLAND**

### CITY OF FARMINGTON

# RESOLUTION AMENDING SOCIAL DISTRICT COMMONS AREA MANAGEMENT AND MAINTENANCE PLAN

#### **RECITATIONS:**

- WHEREAS, the Michigan Liquor Control Code permits was recently amended by 2020 Public Act 124 (the Act) to allow the governing body of a local governmental unit to designate social districts and commons areas which may be used by qualified licensees to obtain a social district permit from the Michigan Liquor Control Council (MLCC) to utilize expanded areas for the consumption of alcohol; and
- **WHEREAS,** the City of Farmington established a Social District with a commons area in accordance with the Act; and
- **WHEREAS,** the Act requires the governing body to establish local management and maintenance plans, including, but not limited to, hours of operation, for a for a commons area and submit those plans to the commission; and
- **WHEREAS,** in accordance with Subsection 1 of Section 551 of the Act, the City of Farmington City Council established Social District Management and Maintenance Plan setting the hours of operation for the Commons Area and City Council now seeks to allow a temporary change of the hours of operation for September 8, 2024, to allow the Commons Area to be open until 11:59 PM on that single date.

*NOW THEREFORE BE IT RESOLVED THAT*, that the City Council hereby authorizes a temporary modification to the Social District Management and Maintenance Plan to allow the Commons Area to remain open until 11:59 pm on September 8, 2024.

AYES:

NAYS:

**ABSTENTIONS:** 

ABSENT:

# CERTIFICATION

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Farmington at a meeting duly called and held on August 18, 2024.

CITY OF FARMINGTON

MEAGHAN BACHMAN, CLERK

Farmington City Council Staff Report	Council Meeting Date: August 19, 2024	Informational	
Submitted by: Melissa Andrade, Assistant to the	ne City Manager		
Agenda Topic: Minutes from City's Boards and	I Commissions		
Agenda Topic: Minutes from City's Boards and Commissions CIA: July minutes not yet posted DDA: Joint meeting with City Council, draft to be approved Historical: June 2024 Parking: No quorum in July Pathways: July 2024 Planning: August meeting canceled ZBA: June minutes not yet posted Library: June 2024 Commission on Aging: No July meeting Farmington/Farmington Hills Arts Commission: May 2024 Commission on Children, Youth and Families: No July meeting Emergency Preparedness Committee: June 2024 Bicentennial Committee: June 2024			

#### HISTORICAL COMMISSION REGULAR MEETING June 27, 2024

- 1. Call to order 7:04 pm
- 2. Roll call Laura Myers, Robert Senn, Kevin Parkins, Brandon Porterfield, Rudy Wengorovius
- 3. No May minutes
- 4. Public comment none
- 5. Mansion activities none
- 6. New Business
  - a. Officer Elections the slate of Laura Myers, chair; Rudy Wengorovius, vice-chair; Robert Senn, treasurer; Jill Keller, secretary was accepted with all ayes.
  - b. City Council provided a draft of Collection Scope and Development Policy. It includes only items directly connected to the Warner family during the time that he was governor. Items that do not fit within that scope will be returned, or sold for upkeep of the Mansion.
- 7. Old Business
  - a. Discussed what form the Historic District Survey should take. Still need updated photographs.
- 8. Correspondence none
- 9. Commission comments none
- 10. Adjournment 7:30 pm

The Commission toured the Mansion after the meeting.



# MINUTES DRAFT

- 1. CALL TO ORDER 7:04 pm
- 2. ROLL CALL

Present: Tim Prince, Chris Weber, Joe VanDerZanden, Sue Lover, Maria Taylor, Bill Gessaman, Heather Davies

Absent: Jamie Palmisano

- APPROVAL OF AGENDA Motion to approve by Bill and supported by Maria, approved unanimously.
- 4. APPROVAL OF MINUTES
  - a. MEETING MINUTES, JUNE12, 2024 Motion to approve by Sue and supported by Heather, approved unanimously.

# 5. OLD BUSINESS

- a. 9 MILE PATHWAY UPDATE
  - i. Next Meeting of Nine Mile Task Force 7/30/24
    - Chris shared he expects the meeting will primarily be discussion of development of branding for the pathway. Reviewed the planned routes through Farmington and restated FH's plans to start a leg and Farmington looking to continue from Drake to Farmington Rd to update all present committee members. Discussed crowd funding options, grant opportunities, and granting agencies for Farmington to seek funding for sections of the planned pathway within Farmington and likely planning to join with other participating cities to seek joint funding, and perhaps establishing a central person to manage funding applications. The Ralph C. Wilson Foundation has already been identified as a possible funding source and is known to be seeking to fund larger projects, requiring communities to join together in seeking funding.

# b. TREE TRIMMING ON SIDEWALKS

The previously identified areas have now mostly been addressed, including trimming of trees and/or bushes on Shiawassee St., Farmington Rd. and Grand River.

The committee will follow up with public works department on outstanding areas.

c. 24/25 SIDEWALK PROGRAM UPDATE

This year's sidewalk program is scheduled for review for approval at next Monday's City Council Meeting and work should be starting by the end of the month.

Discussed again humps in the sidewalk bricks on Grand River and that public works monitors and repairs as needed. Heather identified a hole in the street on Grand River within the crosswalk at Farmington Rd., between Mason's Corner and Kitchen Master. As Grand River is a state road, MDOT is responsible for this repair.

#### 6. NEW BUSINESS

#### a. HOWELL CROSSWALK DISCUSSION

Heather presented on the recently added crosswalks in downtown Howell, MDOT criteria and processes for identifying need and adding crosswalks, and the processes Howell took to identify and add these crosswalks. Discussed as an example to inform the work of the Farmington Pathways Committee and options for Farmington.

Pertinent MDOT rules and criteria:

Pedestrian count of average of 20 pedestrians per hour (during certain hours).

There cannot be a crosswalk within 300 ft. of a signalized crossing with some exceptions. One exception being a doubled pedestrian count threshold of 40 per hour.

Existing Non-Motorized Plan including a community needs assessment and supporting data of the need.

A minimum of 1,500 vehicles daily, which Farmington does meet this threshold on Grand River.

Pedestrian volume has a certain threshold, which would require a study if the city does not already have this data. Children and elderly people count as 2 in the pedestrian count for meet needs to add a crosswalk.

Planned for Pathways Committee Members to thoroughly read materials provided by Heather - MDOT crosswalk criteria, planning and design tools, and U.S. DOT Walkable Community Checklist – to prepare to further discuss at August meeting.

Discussed possible locations for additional crosswalks. Planned for Pathways Committee members to take a walk on Grand River following the August meeting to check distances, needs and possible sites to add beneficial crosswalks and likely need to take more than one walk to cover all of Grand River.

Planned for an earlier than usual 6 pm August meeting to have a short meeting before adjourning and walking Grand River to assess crosswalk needs.

#### b. ANY NEW TARGET AREAS?

-Discussed frequent pedestrian crossings of Farmington Rd. downtown outside of existing crosswalks on Farmer's Market days. Discussed the idea of signage directing pedestrians to the crosswalk in front of CVS and the possibility of adding another crosswalk on Farmington Rd in the area of Castle Dental, and the possibility of including a crosswalk in the development plans for the Castle Dental building.

-Bill shared details of a painted pathway in a parking lot in Mackinaw City as an example for improving walking in through the Fresh Thyme parking lot to the Farmer's Market and importance of improving for safety. -Discussed reports of pedestrians tripping on curbs south of the Riley Park Pavilion on Market Days due to not seeing the curbs.

c. ANY NEW CITY CONSTRUCTION PROJECTS?

-Chris shared that the city will be issuing and RFP in the next few weeks to update the City's Master Plans, Parks and Recreation Master Plan, and Downtown master Plan. A steering committee will be created, consisting

of approximately 7 people, and would be beneficial to include someone from the Pathways Committee. Tim expressed interest in participating. -Bill shared a park/projects budget contest idea like he saw Livonia use to survey residents for designing a Livonia Park. Planned to make a list of projects and ideas at next month's Pathways Meeting to give to the consultants for the Master Plans to address.

-Pavement markings on Grand River – Followed up with MDOT earlier that day and they again said they are aware and will address with no specific time frame given.

-Castle Dental proposed redevelopment plan – Library Lofts. Reviewed the current project proposal. The building has been purchased by a group of 3 people planning to redevelop the property. The current plan is a 4-story building with commercial on the first floor and floors 2-4 residential. The development group is having ongoing meetings with the city planning commission and will need to revise plans to better address parking needs as well as working out design and details with the city and will need to work out current zoning issues. Discussed the opportunity to make public benefit requests such as including adding and funding the additional of a crosswalk in the development plans.

-Warner Mansion conceptual plans – Reviewed the plans for fixing and improving the Warner Mansion and grounds, including a new event space building, new parking lot, possible outdoor event space and developing park space on the grounds including a walking path. A one-million-dollar grant has been obtained while current plans would require approximately \$3.5.

-Hillside towns – Updated information from a meeting held the day before: Demolition is to start by 8/1 and lasting approximately 2 months. The two houses across from the Maxwell Training Center are to be torn down in October. Street work will likely begin in 2025. Consumers Energy wants new gas lines to be installed during the road work.

- 7. PUBLIC COMMENT None
- 8. COMMITTEE MEMBER COMMENT None
- 9. ADJOURNMENT 9:01 pm

Next meeting: AUGUST 14, 2024 at 6:00 pm (Special earlier time before planned informal Grand River walking assessment)

# Farmington Community Library Board of Trustees FY 2025 Budget Hearing Approved Board Meeting - 6:00 p.m. – June 13, 2024

Board Members Present: arrives late)	Murphy, White, McClellan, Snodgrass, Muthukuda, Doby, (Brown
Board Members Absent:	Hahn
Staff Members Present:	Siegrist, Baker, Peterson
Staff Members Absent:	None

#### CALL TO ORDER

The Regular Board Meeting was called to order at 6:07 by President Ernie McClellan.

#### **APPROVAL OF AGENDA**

**MOTION** by Doby to approve the Agenda for the June 13, 2024 Board meeting was supported by Murphy.

Vote: Aye: All in favor (6-0)

Opposed: None

Motion passed.

#### **APPROVAL OF MINUTES**

**MOTION** by White to approve the Minutes of the Regular Board Meeting held on May 9, 2024, was supported by Muthukuda.

Vote: Aye: All in favor Opposed: None

Motion passed.

#### FRIENDS' REPORT

- Gala successful, entertainment was good.
- There will be a book sale in July.
- The Friends Board seats are filled.

(K. Brown arrives)

TREASURER'S REPORT (K. Brown)

**MOTION** by Brown to approve April- May expenditures totaling \$537,837.94 was supported by White. **Vote:** Aye: All in favor (7-0)

Opposed: None

Motion passed.

 MOTION by Brown to receive and file May 2024 financial reports was supported by Doby.
 Vote: Aye: All in favor Opposed: None
 Motion passed.

#### LIBRARY DIRECTOR'S REPORT (K. Siegrist)

- Summer Reading Kickoff was a huge success just 13 days in this year, there are just under 3,000 participants so far. Last year, there were 3,600 total.
- Twelve Mile will need to close for a day in August for water meter valve replacement. Date TBD.
- Training for staff is coming regarding serving neurodiverse patrons.
- Pickup lockers are coming.
- Learning-to-code programs are starting July 1. They can be done online. They use a "gamified" approach.

#### UNFINISHED BUSINESS

#### Outdoor Signage

No motion. Facilities committee, once formed, will study outdoor sign.

#### Millage Proposal

**MOTION** by Snodgrass to adopt resolution for submitting millage proposal (renewal of .9264 mill, lasting 20 years, to be voted upon on November 5, 2024) to Oakland County Clerk was supported by Brown.

Vote: (Roll call) Aye: McClellan, Brown, White, Muthukuda, Snodgrass, Murphy, Doby Opposed: None

Absent: Hahn

Motion passed.

#### **SUBCOMMITTEE UPDATES**

Personnel - no report

Master Plan - no report

Finance (K. Brown)

• Report of interest earned through MI CLASS will be included in monthly financial reports.

#### **NEW BUSINESS**

#### 2023-2024 Budget Amendment

**MOTION** by Brown to adjust revenues and expenditures by \$53,035 so that final 2023-2024 budget totals \$8,087,545 was supported by Muthukuda.

#### Vote: Aye: All in favor Opposed: None

Motion passed.

#### 2024-2025 Budget Approval

MOTION by Brown to approve 2024-2025 budget of \$8,361,576 was supported by Snodgrass.Vote:Aye: All in favor<br/>Opposed: None

Motion passed.

#### **Officer Elections**

President - E. McClellan nominated, wins by acclamation. Vice President - D. Muthukuda nominated, wins by acclamation. Treasurer - K. Brown nominated, wins by acclamation. Secretary - J. White nominated, wins handily because no one else wants to do minutes.

#### CORRESPONDENCE

None

#### PUBLIC COMMENT

S. Charlesbois will be attending the American Library Association conference in San Diego.

#### TRUSTEE COMMENT

None

#### **ADJOURNMENT**

The Board meeting was adjourned by President McClellan at 7:13. The next meeting of the Library Board is scheduled for Thursday, July 11, at 6:00 pm.

Respectfully Submitted,

Jim White, Secretary Library Board of Trustees

#### APPROVED

#### MEETING MINUTES FARMINGTON AREA ARTS COMMISSION May 9, 2024 -6:30 PM THE HAWK FARMINGTON HILLS COMMUNITY CENTER Activity Room C Second Floor 29995 TWELVE MILE ROAD FARMINGTON HILLS, MI 48334 (248) 699-6712 www.fhgov.com

CALLED TO ORDER BY:	Chair Perko	AT: 6:33 PM
MEMBERS PRESENT:	· · ·	lau, Lindsay Janoch, Celeste McDermott, Lesa Ferencz, Cindy , Craig Nowak, Nora Mason
MEMBERS ABSENT:	Donald Fritz, Jeff Dutk	a, Bree Schwartz, Sean Deason
OTHERS PRESENT:	Jackie Boleware, Farm	l Arts Supervisor/Staff Liaison ington Hills City Council Liaison on City Council Liaison

#### APPROVAL OF AGENDA:

Motion by Commissioner Carleton	support by Commissioner Ferencz	to approve the agenda without
amendments.		
MOTION CADDIED 0.0.0		

MOTION CARRIED 9:0:0

#### APPROVAL OF March 14, 2024 MINUTES:

Motion by Chair Perko support by Commissioner McDermott to approve the minuteswith amendments.

Amendments:

-Under Arts Commission budget, add the word "inaugural" to indicate one-time use of funds regarding Farmington Public Art Program.

-Move sentence regarding "Commissioner Balk confirmed that the city of Farmington contributes a percentage of the arts commission budget" under Arts Commission Budget section.

MOTION CARRIED 9:0:0

#### **PUBLIC COMMENTS**

Welcome to new commissioner Craig Nowak.

#### **CULTURAL ARTS DIVISION REPORT**

Rachel Timlin reported that she met with Anne Belinger, the daughter of Marlowe Belinger, regarding the commission / arts council origins and upcoming documentary in the works. Concerts, classes and events all going well. Cultural Arts presenting 59 summer camps and about half of them are already full. Makerspace will receive a support grant from Bosch. Youth Theatre had 3400 attendees for Willy Wonka throughout the weekend. The Prom performance had 1000 people over the weekend and the show was enthusiastically received by audience members. Rock Around the Hawk will be

featured in the National Parks and Rec Magazine. Moveandshakement is tomorrow at 10 AM. DSO returns next week to The Hawk for a free concert. They are returning for another concert in June. Art on the Grand is the first weekend in June. Detroit Youth Choir is also returning at the end of June.

#### FARMINGTON ARTS REPORT

Fundraising is ongoing for the park near the Masonic building and there are different options to contribute. Patronicity deadline is June 7. Potential in downtown Farmington for a new mural through a program with the DIA.

#### ARTS COMMISSION BUDGET

There are Commission funds that need to be spent by the end of June. Tree lighting is finished and we are waiting for final bill. Discussion regarding bench costs, design and preparation.

Discussion between Councilwoman Boleware and Councilwoman Balk regarding Farmington's contribution to the arts commission budget.

Motion by Commissioner Janoch to allocate remaining 23/24 commission budget of approximately 4k for ground preparation, bench completion, electrical work and landscape, etc. for the Scrapture tree. Support by Commissioner Ferencz

#### MOTION CARRIED 9:0:0

Councilwoman Boleware is entering budget sessions next week and requested guidance regarding the amount that she will request. Discussion regarding upcoming and ongoing commission-focused projects. Research continues, Councilwoman Boleware will update.

Discussion regarding the funding of the Musical Composition project that Commissioner Fritz is working on. Commissioners would like more information and discussion.

#### COMMISSION FOCUSED 2024-2025 PROJECTS REVIEW

#### Art Awards

September 28, 2024 is Art Awards event. Cultural Arts is working on the event and will request help as needed.

#### **Tree Sculpture/Bench update**

Commissioner Hadfield presented a bench design and a design to prepare the surface. There was discussion regarding design and the addition of bench backs and materials that Commissioner Schwartz has available.

#### Mary Brooks Exhibit

Commissioner Ferencz gave brief explanation of the project. Commissioner Nowak shared some ideas and his willingness to support the project with a catalog creation.

#### Little Art Library

Commissioner Blau shared a brief explanation of the project. Commissioner Mason shared that it will be listed in an online collection.

#### 25<sup>th</sup> Anniversary Cultural Arts Musical Composition

Commissioners seek more information about the project. No commission funding has been committed to this project at this time.

No report.

#### **COMMISIONERS' COMMENTS**

Commissioner Blau shared about a project called the Children of Abraham. She would like to facilitate a project like this in our community. She also shared that she spent the last year advocating for updates to content standards for students.

Commissioner Ferencz was happy to attend the art reception at Farmington's City Hall and thankful for the support that helped to facilitate this. She received positive feedback from the artists and attendees.

Commissioner Carleton shared that she participated in the Congressional Art adjudication program that commissioners were invited to join.

Commissioner Janoch shared information about the Special Services programming honoring Pride Month and reminded commissioners that the City was one of the first to sign a Human Rights Ordinance to protect LGBTQ rights in 2015. She requested that commissioners support this programming in our community.

Commissioner Hadfield shared that he attended the Ehnes Quartet last Monday at The Hawk and greatly enjoyed the concert.

#### **LIAISON COMMENTS**

Councilwoman Balk shared that she received positive feedback from a job applicant at the city that felt welcomed by the art hanging in City Hall. Gala tickets for Farmington bicentennial will go on soon.

#### NEXT MEETING DATE: June 13, 2024

#### **ADJOURNMENT**

Adjourned by: Chair Perko Time: 8:45 PM

Minutes drafted by: Lindsay Janoch

# MEETING MINUTES FARMINGTON / FARMINGTON HILLS EMERGENCY PREPAREDNESS COMMISSION July 1, 2024 FARMINGTON HILLS CITY HALL – COMMUNITY ROOM 31555 W. 11 MILE RD. FARMINGTON HILLS, MI 48336

# CALLED TO ORDER BY: CHAIR WECKER AT 5:00PM

# **MEMBERS PRESENT:** SWEENEY, IGWE, SIEGRIST, WECKER, AVIE, CIARAMITARO, THOMAS, HOPFE, SLOAN

# MEMEBRS ABSENT: FORSHEE, WILLIAMS, SCHERTEL, ECHOLS

**OTHERS PRESENT:** Friess (FPS), Piggot (FHPD), Pankow (FHFD), Yuskawatz (YMCA), Aldred (FH City Council)

#### CITIZENS PRESENT: Brian Tyler

#### **APPROVAL OF AGENDA:**

Motion by Avie, support by Siegrist, to approve the agenda as submitted. Motion carried unanimously.

#### **APPROVAL OF MINUTES:**

Motion by Avie, support by Thomas, to approve June 3, 2024 meeting minutes as submitted.

Motion carried unanimously.

#### **BUDGET ITEMS:**

- Purchase order for Stop the Bleed training supplies and CPR mannequins submitted for 2023 budget year ending June 2023.
- Farmington Hills City Council approved budget for 2024.
- Discussion and consensus that the 2023 Stop the Bleed kits were charged to the proper accounts.

#### **UNFINISHED BUSINESS:** (none)

- EPC polo shirts have arrived and are being distributed. Shirts are to be worn at the Founder's Festival by those attending.
- Founder's Festival The EPC booth will be located in Riley park across from Starbucks. Booth staffing was discussed. The literature packets were assembled by a local cub scout troop and 100 packets are ready for distribution. Chair Wecker will bring half of the packets to the booth for Thursday and Friday. He can bring more if necessary. QR code sheets will

be available. Chair Wecker will write a letter of appreciation to the cub scouts that assembled the packets.

# **NEW BUSINESS:**

• The Farmington Hills City Public Information Office is open to an EPC landing page on the City website. Many city boards and commissions already have this access. The details for the EPC page are to be determined between the communications sub-committee and Farmington Hills.

# **COMMITTEE REPORTS:** (none)

# LIAISON REPORTS:

- **FPD (Friess)** The Farmington Founder's Parade daily contacts are Sargent Ren and Sergeant Weir. The parade organizational contact is Julie. The Farmington Neighborhood watch meetings are moving to a quarterly format. The next meeting will be on September 12, 2024 in the Farmington City Council Chambers with Commander Anderson.
- YMCA (Yuskawatz) The YMCA board is open to having a Narcan box installed on their facility. The Farmington Area YMCA is currently hosting their kids summer camp. Expressed appreciation for being recognized at the Farmington Commission on youth and family at their meeting on June 10, 2024 awards presentation.
- **FHPD (Piggott)** The Public Information Office is open to an EPC landing page on the city website but it must be handled discretely. Last week a Farmington Hills citizen was disposing expired prescriptions at the FHPD drop box and took a few boxes of Narcan from the newly installed box. The citizen attended a concert in Oceana County, Michigan. He found a fellow concert attendee who had passed out from a drug overdose and he utilized the Narcan and saved a life.
- Aldred (FH City Council) The revised EPC by-laws were approved by City Council. The 2024 EPC budget was also approved. He noted his appreciation for the EPC Tip of the Month presentations.
- **PUBLIC COMMENT:** Brian Tyler expressed his interested in joining the EPC. He was encouraged to send a letter of interest to the Farmington Hills City manager for inclusion on the city's list of people in consideration for the commission.

# **COMMISSIONER COMMENTS:**

• Sweeney – recognized the FHPD for their recent MCOLES award for being the first State of Michigan public safety agency to train 100% of their police officers, cadets, and dispatchers on managing mental health crisis response.

- Avie asked that the Founders parade organizational volunteers stay after the EPC meeting. Commented on a recent article about updating personal 72 hour "go" bags.
- **Siegrist** passed along a thank you from one of his neighbors for the FHPD's professional handling of a public disturbance in his neighborhood.
- **Hopfe** expressed thanks at being recognized at the Farmington Commission on Youth and Family at their June 10<sup>th</sup> awards presentation.
- **Ciaramitaro** commented on the many positive comments for the FHPD popsicle outreach at Heritage Park's splash pad during the last heat wave.
- Wecker reminded the EPC commissioners that everyone is eligible to take the CPR / AED / Stop the Bleed class offered by FHFD. The next class is July 18<sup>th</sup>, 2024 at Station 4 (28711 Drake Rd.) at 5:30 pm in the training room. Discussed installing AED's at some of the public outdoor areas in Farmington Hills. Corewell has installed AED's outside some of their facilities.

# NEXT MEETING DATE:

It was confirmed that the next meeting date is on <u>Monday, August 5, 2024 in the Community</u> <u>Room.</u>

# **ADJOURNMENT:**

Chair Wecker adjourned the meeting at 6:02 pm.

Minutes taken by M. Sweeney, drafted by Secretary Echols



# FARMINGTON BICENTENNIAL TASK FORCE

July 23, 2024 7 PM – Farmington City Hall

Committee members present: Melissa Andrade, Carl Johnson, Pam Green, Maria T, Maria S-G, Sean Murphy, Jill Keller (remote)

Committee members absent: Micki Scryzki, Courtney Showalter, Chris Halas

Sean called the meeting to order at 7:20pm.

# A/ BRANDING/PROMOTIONS/MERCH SALES UPDATES

1. Founders Review

Sean thanked the group for working the Founders Festival booth. Sales close to \$600. The committee discussed in-person and social media feedback regarding Founders Festival. The City got a lot of flak for not including more bicentennial elements. However, the committee had attempted to work with Julie Law of 360 Event Productions since fall 2023; our ideas were largely dismissed, with the exception of the "Decades" theme parade. Bingo happened because the committee facilitated it ourselves.

For context, the committee in its presentation to Council on September 5, 2023 made the following recommendation for Founders Festival celebrations: "Recommendation: Council should negotiate bicentennial elements during Julie Law's presentation on the 2024 event." 360 Productions generally comes before Council for event permits in January or February. This year, 360 Event Productions didn't show up until 31 days before the event, at which time it was too late for substantive changes to be negotiated or incorporated.

General disappointment with the event contractor was voiced by committee members. The Founders Festival structure going forward was then discussed. Committee will compile feedback about 360 Event Productions and recommendations for future event leadership, and will forward to Council to assist with decision-making.

# 2. Merch reorder discussion

Maria T suggested partnering with Kickstart for merch sales: Committee would run FB ads, bringing foot traffic to gallery; Kickstart would sell merch in gift shop. Maria T to confirm with Dwayne.

Next merch order to include: Short-sleeve tee in XL, 2XL, 3XL. Zip-up hoodies (all sizes including 2XL, 3XL) – new design to be created post-Gala. However, committee decided to hold off on any additional merch orders until August budget review.

- 3. Select next Farmers Market booth date
- -August farmers market?
- -No sales at Harvest Moon (DDA does not sell there because merch does not move)
- -Sept 14 farmers market/wax museum day?
- -Sept 27/light show (at Kickstart)
- -Nov/Ladies Night

#### **B/ PUBLIC ENGAGEMENT**

The committee discussed public engagement for the remainder of the bicentennial year. Strategy includes:

-Update bicentennial page on new City website. Maria T to write, Melissa to do photo gallery, Carl to create graphic.

-Social posts of the same and the link

-Annette Compo magazine article – Maria T to pitch and write

-Put up more flyers including at Farmington Place

C/ BICENTENNIAL GALA

Maria T shared an update on Gala preparation. Melissa created a final checklist for DPW to prepare the Warner Mansion grounds.

D/ CARES FAMILY DAY/DUCK RACE SUBCOMMITTEE 8/6 – 8/7 Pam Green & Maria S-G gave an update on Duck Day. Bicentennial committee has a duck ("Golden Duck" sponsor) Promotions: Melissa to create FB event for movie night and boosted post.

# E/ TIMELINE/PROMENADE PROJECT

Property owner Glen Una has signed off on project! Maria T and Chris Halas to go before ZBA on Sept 4. Maria T confirmed this timeline with print shop. Carl to incorporate County logo into design. Glen Una asked DDA to find electrical contractor for string lights; Kate Knight is working on this. Committee to discuss potential gap financing for string lights at next meeting.

Grand opening date: Friday, Sept 20, 5pm – advertise as "VIP reception" for Harvest Moon. Pam will solicit snack donations. Beverages afterward at Harvest Moon. Committee to print napkins with our logo (charcoal and green is theme). Maria T will invite commissioners, create FB event, etc. after Gala is over. Melissa and Sean to submit special event application.

# F/ THEN-AND-NOW APP/LIGHT SHOW

Maria S-G, Maria T, and Pam presented at Chamber; \$500 raised. Follow-up and new contacts with potential sponsors is ongoing. Suggestions: Present at Exemplar, Optimists (both in September). Pam to check Consumers grant timing feasibility. Maria T to contact Nissan. Melissa to provide contacts for Spectrum, Waste Management, Bill Wilson. Maria T to meet with GLP and Gabe. The committee will regroup and discuss results and our execution options if sponsors are not forthcoming. Items to check for Gabe: Items needed: Generator for 2 nights, window coverings, scaffolding and weather tent for 2 nights (Melissa to ask Z about scaffolding), security overnight for 1 night. Melissa, Sean to submit special event application for Sept 27 including Farmington Road closure.

# G/ BUDGET OVERVIEW AND FINAL SPENDING PLAN

Committee has an estimated \$20k remaining. Will decide at August meeting how to allocate those funds.

Sean adjourned the meeting at 9pm.