



Regular Meeting
7:00 p.m., Monday, Oct. 3, 2022
Farmington City Hall
23600 Liberty Street
Farmington, MI 48335

REGULAR MEETING AGENDA

- 1. Roll Call**
- 2. Approval of Agenda**
- 3. Public Comment**
- 4. Agreement with Red E Charging to install two charging stations**
- 5. Resolution to participate in the Regional Nine Mile Corridor Study**
- 6. Other Business**
- 7. Public Comment**
- 8. Council Comment**
- 9. 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.

Farmington City Council Staff Report	Council Meeting Date: October 3, 2022	Item Number 4
Submitted by: David Murphy, City Manager		
Agenda Topic: EV Charging Stations		
Proposed Motion Move to approve the agreement with Red E Charging to install two charging stations, one on Oakland, just west of Farmington on the south side and one on Grove Street, just south of the pavilion on the west side.		
Background: I have been talking to an E V charging station manufacturer/dealer for the last 18 months or longer. The company is “Red E Charging” out of Detroit. I have had them out here to look at proposed locations, one on Oakland, just west of Farmington on the south side and one on Grove Street, just south of the pavilion on the west side. There would be one station at each location with two charging units per station. What I like about Red E Charging is that they retain ownership, install the equipment, and maintain the equipment. We have received an \$8,000 grant from DTE which would go to Red E Charging to help offset their installation costs. Red E Charging can start right away and have the stations installed by November 1, 2022. At the September 19, 2022, special meeting, council had several questions that were addressed and distributed on Tuesday September 27, 2022, and are attached here.		
Materials: Agreement with maps		

CHARGING STATION AGREEMENT

This Charging Stations Agreement (the "Agreement") is effective as of September 20, 2022 (the "Effective Date") by and between the City of Farmington ("Site Host"), located in Farmington, MI and Red E Charging, LLC ("Red E Charging"), a Michigan limited liability company with its principal place of business located at 2475 West Grand Blvd, Detroit, MI 48208. Red E Charging and Site Host may individually be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, RED E CHARGING, by installing electric vehicle chargers ("EV Chargers") on the Premises, as defined herein, will provide value to Site Host by attracting electric vehicle owners and the public to, and providing additional visibility of, the property;

WHEREAS, Site Host acknowledges the value of RED E CHARGING's EV Chargers on the Premises and desires to grant a license to install and maintain EV Chargers at the Premises to RED E CHARGING pursuant to the terms set forth herein;

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **PREMISES:** Site Host hereby grants to RED E CHARGING a license to install and maintain EV Chargers at the Premises, as defined in **Exhibit A**, upon which RED E CHARGING shall install the EV Chargers as described in that Exhibit.
2. **INITIAL INSPECTION:**
 - A. Early Access. Beginning on 10/1/2022 ("**Initial Inspection Start Date**") RED E CHARGING shall have a period of up to thirty (30) days during which it will have reasonable, non-exclusive access to the Premises for conducting its reviews and inspections (the "**Inspection Period**"), provided that there are no disruptions to customers-residents or businesses of the Site Host in the area, or their invitees.

B. Application for Permits. During the Inspection Period, RED E CHARGING shall apply and pay for all required permits, ~~variances and/~~ or approvals required for RED E CHARGING's construction of the improvements on, and RED E CHARGING's use of, the Premises (collectively, the "Permits").

C. Right to Terminate. If RED E CHARGING determines, in its sole and absolute discretion, for any reason or for no reason whatsoever, that the Premises are unacceptable for RED E CHARGING's proposed use, RED E CHARGING may, without any liability hereunder, terminate this Agreement upon written notice delivered to Site Host no later than five (5) business days following the expiration of the Inspection Period.

3. **INSTALLATION:** Upon acceptance of the Premises, RED E CHARGING shall, at its sole expense, install the EV Charging equipment within a reasonable time, to be determined between the Parties.

4. **EQUIPMENT AND MAINTENANCE:** Red E Charging to install 2 x dual port Level 2 EV Chargers -on Site Host Premises ("**Equipment**"). Red E Charging has first right of refusal to invest in any additional EV Chargers proposed to be added to the ~~premises-~~ Premises described in Exhibit A during the term of this agreement. Red E Charging has the right to review the competing offer and propose the appropriate number and power of additional charging stations needed due to traffic and usage from the site history and the Red E Charging proprietary traffic model. Once the Site Host and Red E Charging have agreed upon the number and power of chargers to be added, Red E Charging has six (6) months to install the chargers at issue, provided that there are no external permitting, utility, hardware, or other requirements beyond Red E Charging's control delay the installation, despite the best efforts of Red E Charging.

Red E Charging shall provide regularly schedule inspections and preventative maintenance on the Equipment to comply with applicable operational, electrical standards, and any federal and state governmental standards. Red E Charging shall track the fail/pass rate of its Equipment, regularly update software, and maintain the Equipment to avoid excessive downtime. Red E Charging shall maintain the Equipment so that on average it is able to fully charge properly equipped electric vehicles within — hours of connecting to the Equipment.—The Equipment

shall be operational ~~——percent of the time each month~~ at all times that it is not actively being repaired, updated, and maintained. The exterior of the Equipment, including the cables and the electronic interface shall be maintained in a clean manner, free from dirt and grime. The cables shall be mechanically sound with not cracks or cuts.

Red E Charging shall provide Site Host with access to a portal to view operational data of the Equipment, including the number of kilowatts delivered, the number of visits to the Equipment, the duration of each charge, and the downtime when the Equipment is not functional. Red E Charging shall not collect personal data concerning the owners of the vehicles that are charged.

4.5. COMMENCEMENT DATE: The date that the EV Chargers open to the public (the “Commencement Date”) shall be within one hundred and fifty (150) days following the Initial Inspection Start Date, provided that no external permitting, utility or other requirements beyond RED E CHARGING’s control delay the installation, despite the best efforts of RED E CHARGING. RED E CHARGING shall provide written notice of the Commencement Date to Site Host for record keeping purposes. In the event of a delay as described herein, RED E CHARGING shall deliver written notice to Site Host and this notice shall provide the Commencement Date, which in no event shall be any later than two hundred (200) days following the Initial Inspection Start Date.

5.6. TERM: The initial term of the Agreement shall expire ten (10) years from the Commencement Date (the “Initial Term”). Thirty (30) days prior to the expiration of the Initial Term, The Parties may mutually elect to extend the Agreement and such extension shall be for an additional period of five (5) years (the “Renewal Term” and together with the Initial Term, the “Term”). Following the Renewal Term, any further renewals will be subject to mutual agreement between RED E CHARGING and Site Host and may be of any duration agreed upon by the Parties. In the event Site Host wishes to sell or transfer of the Premises by Site Host while the Agreement is in effect, Site Host shall either assign this Agreement to the perspective buyer or terminate this Agreement in accordance with Section 7 below.

6.7. EARLY TERMINATION:

- A. If at any time after the 36th month of the Term, the EV Chargers at the Premises are performing at an average of fewer than ~~TBD~~ zero kilowatt hours per month over any period of six (6) consecutive months, RED E CHARGING shall have the right to terminate this Agreement by providing Site Host by providing written notice (the "Termination Notice") at least sixty (60) days in advance of the termination date, which shall specify the effective date of RED E CHARGING's termination of this Agreement ("Termination Date"). As of the Termination Date, this Agreement shall terminate and neither Party shall thereafter have any further rights or obligations hereunder, except that RED E CHARGING shall pay all monies owed through the Termination Date, and this Agreement shall be of no further force and effect.
- B. If Site Host elects to terminate the Agreement prior to the expiration of the Term, Site Host must provide written notice (the "Termination Notice"), specifying the effective date of Site Host's termination of this Agreement.
 - i. ~~Any in the event of~~ termination without cause by the Site Host prior to the end of the thirty-sixth (36th) month of the Term, the Site Host is responsible to reimburse RED E CHARGING for the full cost of any EV Rebate that RED E CHARGING received, all costs Red E Charging incurred for installing the EV Chargers on the Premises, ~~which shall not include any grant funds received from or on behalf of Site Host~~, and any costs for Red E Charging to remove the EV Chargers from the Premises ~~which shall not include any grant funds received from or on behalf of Site Host~~.
 - ii. Site Host may terminate for cause without penalty as outlined below in (1) and (2):
 - (1) In the event Site Host has not received payment under the terms of Section 10 of this Agreement, Site Host must provide written notice to Red E Charging notifying Red E Charging that it has not received payment. If Red E Charging has not remitted the payment due to Site Host within thirty (30) days of the date of receipt of Site Host's notice, Site Host may terminate the Agreement for cause and without penalty.

(2) If Red E Charging has failed to properly maintain the Equipment as provided in Section 4, Site Host must provide notice to Red E Charging. This notice shall provide information about the EV Charger(s) requiring maintenance. Within thirty (30) days of receipt of notice from Site Host, Red E Charging shall (i) work to repair or replace the Equipment; (ii) provide Site Host with a reason why the Equipment cannot be repaired or replaced; or (iii) ~~or~~ provide a reasonable timeframe by which the repair or replacement will occur. In the event that Red E Charging fails to perform the agreed upon maintenance or repair then Site Host may terminate the Agreement for cause and without penalty.

iii. If Site Host elects to terminate the Agreement during the Term but after the 36th month without cause, Site Host must reimburse RED E CHARGING for all costs Red E Charging incurred for installing the EV Chargers on the Premises, which shall not include any grant funds received from or on behalf of Site Host, and all costs for Red E Charging to remove the EV Chargers from the Premises.

C. In all events of termination or expiration of this Agreement, the EV Chargers are owned by Red E Charging and upon termination or expiration of the Agreement, Red E Charging shall remove them and restore the Premises to the original condition.

D. The indemnity responsibilities as described in Section 14 of this Agreement survive termination.

7.8. UTILITIES: Red E Charging agrees to arrange and pay the charges for all utility services provided or used in or at the Premises during the Term. Red E Charging shall pay directly to the utility company. In the event that utility services are disrupted and Site Host becomes aware of such disruption, Site Host shall use its best efforts to quickly notify Red E Charging as soon as possible of the disruption.

8.9. USE: RED E CHARGING shall use and occupy the Premises during the Term for electric vehicle charging services. All use of the Premises by RED E CHARGING shall comply with applicable codes, laws, and ordinances.

9.10. PAYMENT FOR CHARGING SERVICES: RED E CHARGING shall share revenue generated from the EV Chargers in the amount of \$0.03 per kilowatt-hour payable semi-annually. If the Term is renewed, during the

first Renewal Term, Red E Charging shall pay a revenue share to Site Host in the amount of \$0.03 per kilowatt-hour, payable semi-annually. Currently, Charging revenue is \$0.29 per kilowatt-hour for DC Fast Charging. Payments shall be made via direct deposit unless otherwise agreed to by the Parties. Site Host shall have the right to audit any such reports upon demand.

~~10.11.~~ **MAINTENANCE OF PREMISES:** RED E CHARGING shall be responsible for maintaining the EV Chargers as described in Section 4 above ~~and~~. Site Host shall not have any liability for damage to the EV Chargers unless such damage is caused by Site Host's gross negligence or willful misconduct. Notwithstanding the foregoing, Site Host must maintain the Premises and common areas of the Premises. Site Host agrees to coordinate any parking lot maintenance with RED E CHARGING to ensure that charging stalls remain available as much as is reasonably feasible. RED E CHARGING may, in its discretion and at its sole cost, install security cameras and other equipment on the EV Chargers to monitor the Premises from off-site. ~~All site equipment installed in relation to the charging infrastructure shall be maintained in good condition for the entire term of the Agreement.~~

~~11.12.~~ **SITE HOST COVENANTS:** Site Host represents that it is the owner of the Premises and that this Agreement does not violate any agreement, lease or other commitment of Site Host. Site Host shall not take any action that would impair or interrupt the use of the Premises or the EV Chargers. Site Host agrees to notify RED E CHARGING within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises or EV Chargers, or (ii) it obtains knowledge of a needed repair to the Premises or EV Chargers. If non-electric vehicle motorists repeatedly park in the stalls dedicated to the EV Chargers ("Dedicated Stalls"), thereby impairing use of the Dedicated Stalls, then the Parties shall together determine and implement an appropriate and effective strategy for preventing such impairment, including, without limitation, alternative signage and painted asphalt. Site Host shall use commercially reasonable efforts to actively monitor the Premises to ensure that use of the EV Chargers is not impaired.

12.13. CHARGING STATION IDENTIFICATION: RED E CHARGING shall identify the charging stations by striping the pavement green and adding an EV Charging image to the dedicated stalls ("Station Identification Work"). RED E CHARGING will be responsible for the Station Identification Work, as reflected in **Exhibit B**. Any material revisions or additions to the signage depicted in **Exhibit B** shall be subject to Site Host approval, which shall ~~be~~ not be unreasonably withheld, conditioned or delayed.

13.14. INDEMNIFICATION: Except to the extent of any gross negligence or willful misconduct of Site Host, RED E CHARGING hereby agrees to indemnify, hold harmless and defend the Premises, Site Host, its elected and appointed officials, employees, agents and representatives from all liability, damages, loss, costs and obligations, including, court costs and attorney's fees, on account of or arising out of or alleged to have arisen out of any claim of any third party directly related to RED E CHARGING's use of the Premises. RED E CHARGING shall promptly remove or bond any liens placed on the Premises as a result of any claims for labor or materials furnished to or for RED E CHARGING at or for use on the Premises.

14.15. DESTRUCTION: Upon total destruction of the Premises either Party shall terminate the Agreement by furnishing written Notice within thirty (30) days of such destruction.

15.16. INSURANCE: RED E CHARGING shall carry commercial general liability insurance with limits of not less than the total amount of the Equipment and shall name the City of Farmington as an additional insured. A certificate evidencing such insurance shall be delivered to Site Host upon completion of the EV Charger installation and from time to time thereafter as may be requested by Site Host.

16.17. CONFIDENTIALITY AND PUBLICITY: Neither Party will use the other Party's name, trademark or logo in press releases or publicity without such other Party's prior written consent.

17.18. ENVIRONMENTAL MATTERS: To the best of Site Host's knowledge, Site Host believes that the Premises shall be delivered free of environmental contamination. RED E CHARGING shall have no liability for any environmental contamination unless caused by RED E CHARGING, its agents, employees or contractors.

18.19. NOTICES: All notices or demands shall be in writing and shall be deemed duly served or given only if delivered by prepaid (i) U.S. Mail, certified or registered, return receipt requested, or (ii) reputable, overnight courier service (such as UPS or FedEx) to the addresses of the respective parties as specified in this Section. Copies of such correspondence shall be delivered via email as well as a courtesy if an email address is provided, but email notification does not suffice as effective notice for the purpose of this Agreement. Site Host and RED E CHARGING may change their respective addresses for notices by giving notice of such new address in accordance with the provisions of this paragraph.

If by Site Host, to:

If by RED E CHARGING, to:

Contact Name:- [David Murphy](#)
Position [City Manager](#)
Address: 23600 Liberty Street Farmington
Email Address: dmurphy@farmgov.com

Contact Name: Abass El-Hage
Position: CEO
Address: 2475 West Grand Blvd, Detroit 48208
Email Address: abass@redEcharge.com

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19.20. SUCCESSORS AND ASSIGNS: [Either Party may assign this Agreement upon the consent of the other Party, which such consent shall not be reasonably withheld.](#) This Agreement shall be binding upon and shall inure to the benefit of Site Host and RED E CHARGING and their respective successors and assigns.

20.21. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, SITE HOST AND RED E CHARGING EACH HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY ISSUE OR CONTROVERSY ARISING UNDER THIS AGREEMENT.

21.22. GOVERNING LAW, JURISDICTION AND VENUE: Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan. Any legal suit, action or proceeding arising out of this Agreement or the matters contemplated hereunder shall be instituted in state court in Wayne County in the State of Michigan, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or inconvenient forum. Service of process, summons, notice

or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

22-23. VOLUNTARY AND INFORMED EXECUTION: The Parties acknowledge and agree that they have fully read, completely understand and voluntarily enter into and execute this Agreement and acknowledge they have been represented and advised by counsel or had ample opportunity to be represented by counsel during the negotiations and drafting of this Agreement.

23-24. AMENDMENT. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

24-25. SEVERABILITY. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the Parties agree that such provision shall be adjusted or modified by the court to the extent necessary to cure that invalidity, and that such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

[The Remainder of this Page is Left Intentionally Blank, Signatures on Following Page]

RED E CHARGING, LLC

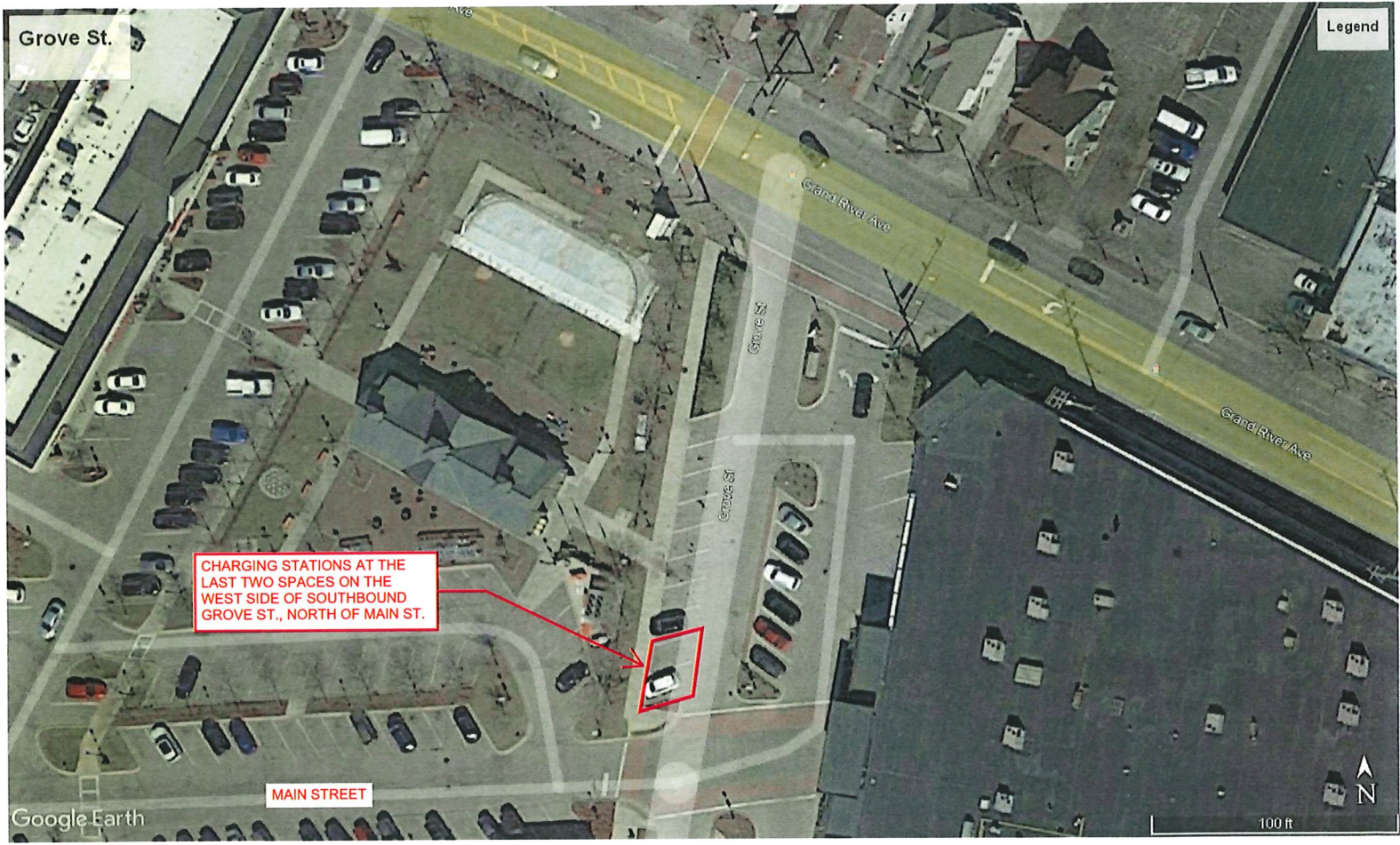
SITE HOST

By: Kevin M. Kardel
Its: Chief Operating Officer

By:
Its:

EXHIBIT A

PREMISES DEPICTION AND ADDRESS



Grove St.

Legend

CHARGING STATIONS AT THE
LAST TWO SPACES ON THE
WEST SIDE OF SOUTHBOUND
GROVE ST., NORTH OF MAIN ST.

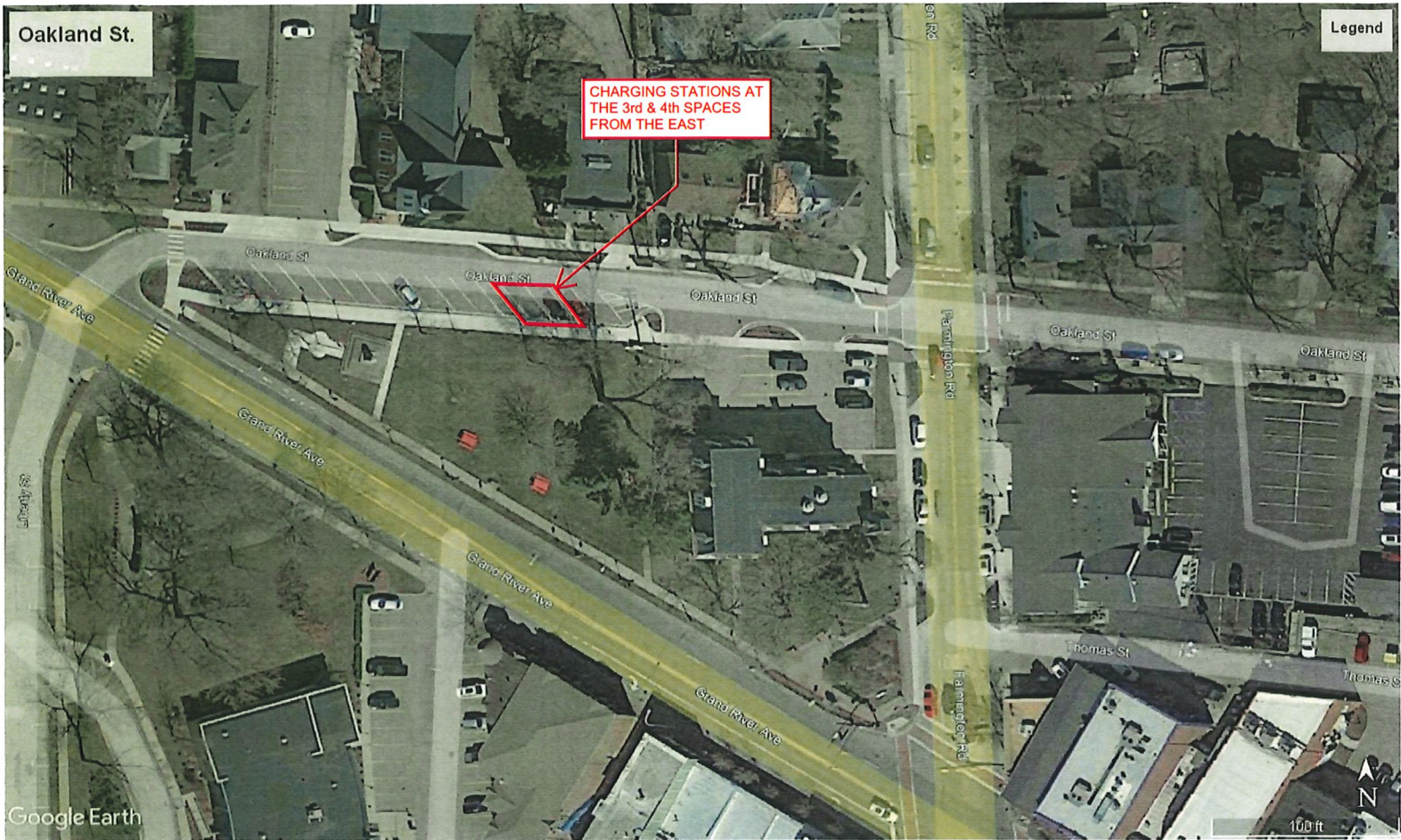
MAIN STREET

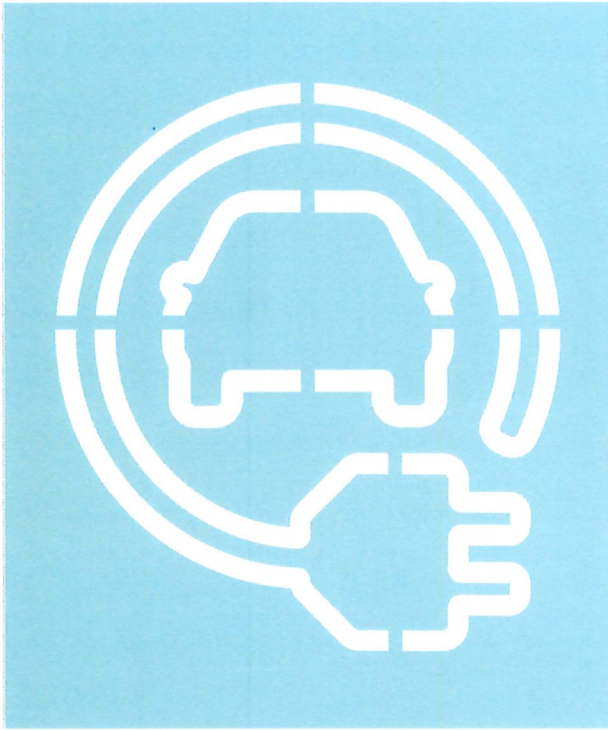
Google Earth

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EXHIBIT B
STATION IDENTIFICATION WORK





Farmington City Council Staff Report	Council Meeting Date: October 3, 2022	Item Number 5
Submitted by: David Murphy, City Manager		
Agenda Topic: Nine Mile Resolution		
Proposed Motion Approve the attached resolution to support and participate in the Regional Nine Mile Corridor Study funded and managed by Oakland County Parks and Recreation and directed by the Nine Mile City Corridor Committee.		
<p>Background: In May of 2022, the communities on Nine Mile Road from Hazel Park west to Farmington Hills got together to see if there was a way to work together to put a “pathway” along the entire route through all of these cities from I-75 to I-275. The Oakland County Parks and Recreation attended the meeting to assist in this effort.</p> <p>In July 2022, the Oakland County Parks and Recreation Commission was awarded a \$45,000 Planning and Assistance Program grant by the Southeast Michigan Council of Governments (SEMCOG) for a feasibility study to determine how Nine Mile corridor communities located between Hazel Park and the City of Farmington Hills can collaborate to share resources and connect their communities through a branded pedestrian and bike pathway. At its first meeting the committee decided on the following goals:</p> <p>The goals are intended to guide the development of recommendations for the corridor plan. The Nine Mile Corridor Plan should:</p> <ul style="list-style-type: none"> – CONNECT the communities along Nine Mile and to surrounding community amenities – MANAGE stormwater effectively through green infrastructure development – ATTRACT development and business along Nine Mile through multi-modal transportation investments – SUPPORT enhanced mobility for the surrounding communities – UNIFY the Nine Mile corridor through placemaking initiatives – IDENTIFY potential funding mechanisms for priority projects <p>The total cost of the feasibility study is approximately \$100,000, with \$45,000 coming from the SEMCOG grant and the remainder being paid for by Oakland County.</p>		
Materials: Resolution and Opportunities Map		

CITY OF FARMINGTON

RESOLUTION NO. xx-xx-xxx

RESOLUTION TO SUPPORT REGIONAL NINE MILE CORRIDOR STUDY

WHEREAS in July 2022, the Oakland County Parks and Recreation Commission was awarded a \$45,000 Planning and Assistance Program grant by the Southeast Michigan Council of Governments (SEMCOG); and

WHEREAS the grant funds a feasibility study to determine how Nine Mile corridor communities located between Hazel Park and the City of Farmington can collaborate to share resources and connect their communities through a branded pedestrian and bike pathway; and

WHEREAS this study seeks to bolster recreational opportunities and placemaking along the corridor by: creating or improving safe and equitable transportation options along the corridor; establishing and promoting connections to different city assets; coordinating green infrastructure standards; and establishing cohesive corridor branding and wayfinding systems that facilitate mobility and recreation; and

WHEREAS each city agrees to support this effort by participating in the Nine Mile City Corridor Committee (CCC), which will include appointments from each city’s respective executive offices; and

WHEREAS the Nine Mile CCC will direct and implement the planning study and Oakland County Parks and Recreation will act as a fiduciary and project/contract manager with the selected planning firm; and

WHEREAS the Regional Nine Mile Corridor Study supports this City Council’s efforts to pursue regional partnerships, to improve accessible transportation and to invest in sustainable infrastructure.

NOW THEREFORE BE IT RESOLVED that the Farmington City Council resolves to support and participate in the Regional Nine Mile Corridor Study funded and managed by Oakland County Parks and Recreation and directed by the Nine Mile City Corridor Committee.

ROLL CALL

Ayes:

Nays:

Absent:

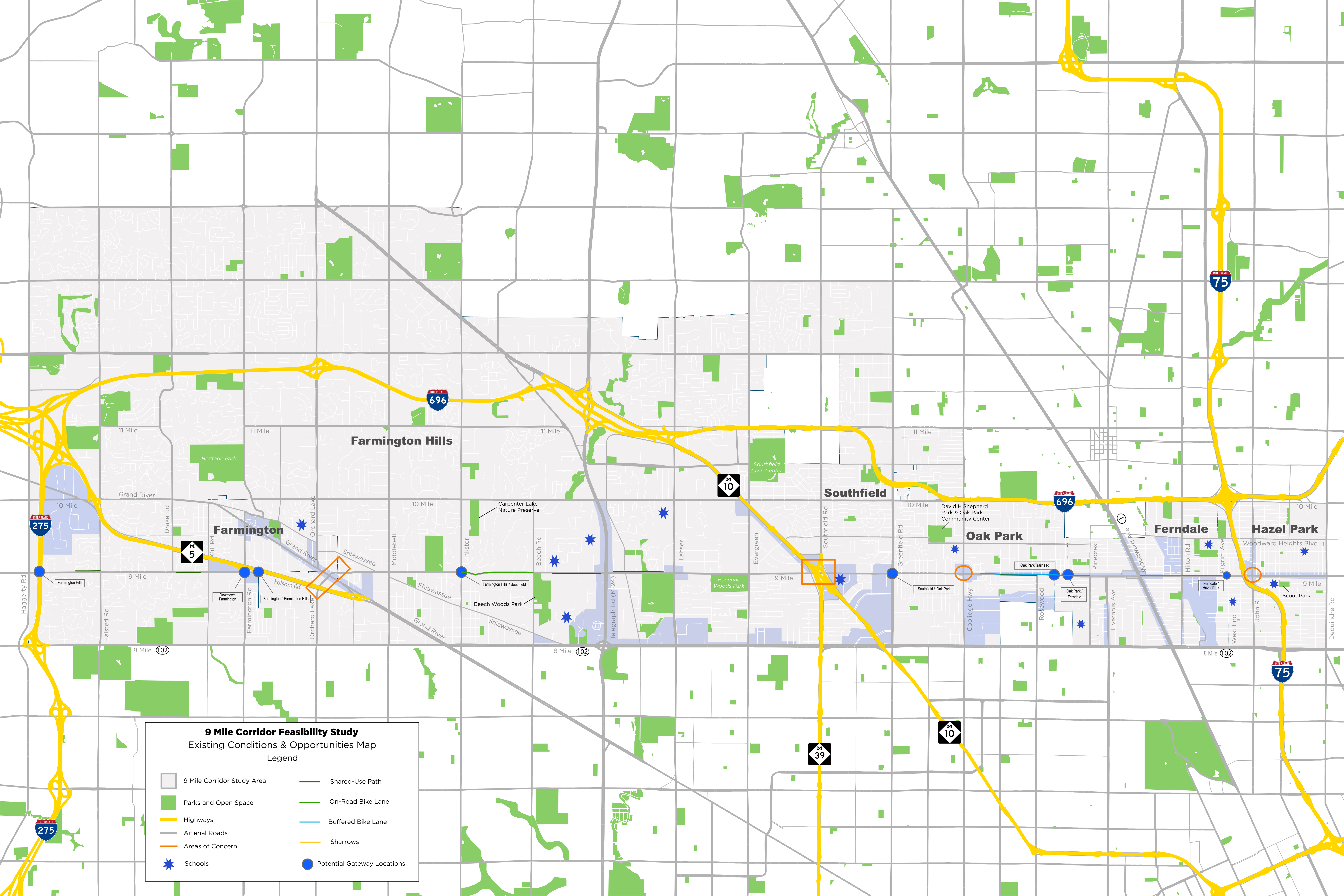
RESOLUTION DECLARED ADOPTED.

CERTIFICATION













I, Mary Mullison, duly authorized Clerk for the City of Farmington, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Farmington City Council at a regular meeting held on Monday, October 3, 2022, in the City of Farmington, Oakland County, Michigan.

CITY OF FARMINGTON

MARY MULLISON, CLERK



9 Mile Corridor Feasibility Study
Existing Conditions & Opportunities Map
Legend

 9 Mile Corridor Study Area	 Shared-Use Path
 Parks and Open Space	 On-Road Bike Lane
 Highways	 Buffered Bike Lane
 Arterial Roads	 Sharrows
 Areas of Concern	 Schools
 Schools	 Potential Gateway Locations