



Regular City Council Meeting  
7:00 p.m., Monday, March 15, 2021  
Virtual via Zoom  
Meeting ID: 828 7088 1669  
Passcode: 993563

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## REGULAR MEETING AGENDA

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENT**
4. **APPROVAL OF ITEMS ON CONSENT AGENDA**
  - A. **Accept City of Farmington Board and Commission Minutes**
  - B. **City of Farmington Minutes**
  - C. **Farmington Monthly Payments Report**
  - D. **Farmington Public Safety Monthly Report**
5. **APPROVAL OF REGULAR AGENDA**
6. **NEW BUSINESS**
  - A. **Historical Commission Interview: Rudy Wengorovius**
  - B. **Consideration to approve contract between Oakland County Water Resource Commissioners (OCWRC) office and Dixon Engineering for the 9 Mile Booster Station Pipe Rehabilitation, and allow City Administration to execute contract documents**
  - C. **Consideration to approve recommendation of award for repairs to cell #1 at the 9 Mile Retention Facility and allow City Administration to execute contract documents**
  - D. **Consideration to award 9 Mile Retention containment basin lighting improvements to Michigan Electrical Services and authorize City Administration to execute contract documents**
  - E. **Consideration to accept proposal Oakland County Water Resource Commissioner Office (OCWRC) to recondition pump #2 in the estimated amount of \$19,000.00 and allow City Administration to execute contract documents**
  - F. **Consideration to approve awarding the Annual Crack Sealing Contract to Wolverine Sealcoating per the RFP and allow City Administration to execute the contract**
  - G. **Resolution to approve cost investigation for Special Assessment District for alley off Oakland Street**

**H. Discussion: taking reservations for parks, mansion grounds and special events; live meetings and opening City Hall**

**7. PUBLIC COMMENT**

**8. CITY COUNCIL COMMENTS**

**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.*

<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: March 15, 2021</b>	<b>Item Number 4A</b>
<b>Submitted by: Melissa Andrade, Assistant to the City Manager</b>		
<b><u>Agenda Topic:</u> Accept Minutes from City's Boards and Commissions</b>		
<p>CIA: January 2021 DDA: February 2021 Historical: February meeting canceled Parking: February meeting canceled Planning: February 2021 ZBA: March meeting canceled Library: January 2021 Farmington/Farmington Hills Arts Commission: January and February meeting not yet posted Commission on Children, Youth and Families: Meetings on hold Emergency Preparedness Committee: Meetings on hold</p>		

**CITY OF FARMINGTON  
GRAND RIVER CORRIDOR IMPROVEMENT AUTHORITY  
MINUTES  
January 14, 2021**

**CALL TO ORDER**

The Farmington Grand River Corridor Improvement Authority meeting was called to order at 8:03 a.m. by Economic and Community Development Director Christiansen.

Members Present: Carron, Graham, O'Dell, Schneemann, Thomas,  
Members Absent: Accettura, King  
Staff: Christiansen, Novak (OHM Advisors)  
Other: Dustin Hagfors (SMART), Andrew Thorner (SMART)

**APPROVAL OF AGENDA**

Motion by Graham, supported by Schneemann to approve the agenda. Motion approved unanimously.

**APPROVAL OF MINUTES**

Motion by O'Dell supported by Graham to approve the December 10, 2020 minutes. Motion approved unanimously.

**ELECTION OF OFFICERS**

Nomination by Schneemann supported by Graham for King to continue serving as Chairperson for 2021. Motion approved unanimously.

Nomination by Thomas supported by Schneemann for Carron to continue serving as Vice Chairperson for 2021. Motion approved unanimously.

Nomination by Graham supported by Schneemann for Thomas to continue serving as Secretary for 2021. Motion approved unanimously.

**2020 GRAND RIVER CORRIDOR IMPROVEMENT AUTHORITY BUDGET AND WORK PLAN PRESENTATION**

Director Christiansen presented and reviewed the current 2020-2021 and proposed 2021-2022 Grand River Corridor Improvement Budgets and the 2020-2021 Work Plan with the CIA Board. The Board discussed and commented on the budgets and the work plan. Motion by O'Dell supported by Schneemann to amend the current 2020-2021 Grand River Corridor Improvement Authority Budget to reallocate \$2,500 in budgeted funds in the Contractual Services line item (818.000) from Miscellaneous to Update of Grand River Corridor Vision Plan. Motion approved unanimously.

**GRAND RIVER CORRIDOR VISION PLAN UPDATE – OHM ADVISORS**

Marguerite Novak of OHM Advisors “kicked off” the Grand River Corridor Vision Plan Update and presented the project schedule. The Board discussed the project schedule and moving forward with the update. Workshop #1 will be held at the next CIA Board meeting.



**PUBLIC COMMENT**

Andrew Thorner, Planning Manager with SMART, commented on SMART's interest in any plans and changes proposed in the Grand River Corridor. He thanked the CIA Board for their work and their time.

**BOARD COMMENT**

None.

**ADJOURNMENT AT 8:58 am**



6:00PM Wednesday, Feb 3, 2021  
Virtual Zoom Conference Room  
Meeting ID: 882 4959 9623  
Passcode: 580295  
23600 Liberty Street  
Farmington, MI 48335

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## MINUTES

### 1. Roll Call

- a. **Present:** Agnes Skrzycki, Chris Halas, Todd Craft, Sara Bowman, Sean Murphy, Tom Pascaris, Tom Buck, Rachel Gallaher
- b. **Absent:** Miguel Williams
- c. **Others Present:** Kate Knight, Jess Westendorf

### 2. Approval of Items on Consent Agenda

- a. **Minutes: January 6, 2021 Regular Meeting**
- b. **Minutes: January 20, 2021 DDA Public Art Committee**

**Motion by Bowman, Second by Murphy to approve the items on the consent agenda.  
Passes**

### 3. Approval of Regular Agenda

**Motion by Skrzycki, Second by Buck to approve the items on the regular agenda.**

### 4. Public Comment

Opened and Closed at 6:04pm.

### 5. Financial Snapshot

Overview by Knight with no questions from the board.

### 6. Executive Director Update

Overview by Knight.

- A month of public art programming happening now!
- Gradually installing greenhouses and an igloo. (9) 4x6 and (3) 8x12 and an igloo all being installed downtown.
- CARES act funding allocating in progress with new funds for winterization rolling in from Oakland County.
- Goal to have Farmington Road streetscape out to bid soon with Beth Saarella leading the charge with CVS communications.
- Draft budget or board consideration tonight.
- Continued vetting of two final developers for MTC project. Toured Robinson Brothers in Wixom and touring Liberty Lofts tomorrow by Hobbs and Black from River Caddis team.
- Board discussed board members attending MTC developer tours in the future.
- Discussion of financial impacts of development project. More bodies = more income for downtown businesses.
- Discussion of a resolution by the DDA board supporting a higher density project in Downtown Farmington

### 7. DDA FY 2021-2022 Draft Budget Consideration

## Overview by Knight

- DDA is able to capture Capital Improvement plan millage adding about \$50,000.
- Metromode continuation of communications, \$20,000
- Reduction in Repairs and Maintenance, from \$105,000, to \$93,000, to reflect recent investment in downtown hardscape outside regular annual tasks.
- Amended event scope (concert series reduced by half and Harvest Moon forecast at 75%), due to pandemic impact. Events are still budgeted to break even.

## 8. Committee Updates:

### a. Design Committee

Committee has not met, but anticipating more to discuss next month with façade improvement grant recommendations.

### b. Public Art Committee

Overview by Westendorf of Heart The Art Event kicking off tomorrow lasting all February. Hot Boozy drinks, shopping specials, public art tour, and the opportunity for the public to influence the next public art project.

### d. Promotions Committee

Overview by Halas of phenomenal Metromode engagement (Q3)! Readership: 111K people reached, over 1000 likes, comments and shares on Facebook, and an average time spent on page 7 minutes, 11 seconds!

### e. Business Development Committee

Committee has not met, but will be meeting Friday morning- 9am.

## 9. Other Business

None

## 10. Board Comment

**Bowman:** At Monday's city council meeting the DDA's schedule of events were unanimously approved.

**Buck:** Interested in having a discussion with Halas for a better understand Metromode's involvement expressing boards opinion. The property that Buck's group manages, 33316 Cook Building has recently sold to the Azar Brothers.

**Craft:** Proving opportunity for our landlords, business owners. Excited we received money for art. Excited the Heart the Art is going off again for the second year. Big year in front of us with Farmington Road streetscape and MTC development ahead of us. Strongtowns- great information to follow... Craft will circulate you tube. Key takeaway is to take many "small successes" and turn into big successes.

**Murphy:** Thank you and congrats Buck on finding the perfect buyer for the Cooke building.

## 11. Adjournment

Motion to adjourn by Murphy, support by Bowman. Passes unanimously.

*Dates of Interest:*

Mar 3 DDA Board Regular Meeting

February Public Art Event: Heart the Art on Thursday Nights

FARMINGTON PLANNING COMMISSION PROCEEDINGS  
23600 Liberty Street  
Farmington, Michigan  
February 8, 2021

Chairperson Majoros called the Meeting to order via Zoom remote technology at 7:03 p.m. on Monday, February 8, 2021.

**ROLL CALL**

Present: Crutcher, Kmetzo, Majoros, Perrot, Waun, Westendorf  
Absent: Mantey  
A quorum of the Commission was present.

**OTHER OFFICIALS PRESENT:** Director Christiansen, Recording Secretary Murphy, Brian Golden, Director of Media Services.

**APPROVAL OF AGENDA**

MOTION by Crutcher, supported by Perrot, to approve the Agenda.  
Motion carried, all ayes.

**APPROVAL OF ITEMS ON CONSENT AGENDA**

**A. January 11, 2021 Minutes**

Vice Chairperson Perrot asked if it was possible when the minutes get published to get them in a PDF format, non-scanned, so they're searchable.

Christiansen replied they are available on the website in that format but that he will check and see if that's possible but they are posted on the City website and the Commission gets them as a PDF as a complete package, or you get them as a link, that he doesn't know if they can provide something that way and he'll find that out and further discussion was held.

MOTION by Perrot, seconded by Crutcher, to approve the items on the Consent Agenda.  
Motion carried, all ayes.

**DISCUSSION OF 2022-2027 CAPITAL IMPROVEMENT PROGRAM**

Chairperson Majoros introduced this item and turned it over to staff.

Director Christiansen stated this item is a discussion and review of the Draft 2022-2027 Capital Improvement Program and the request to schedule the required Public Hearing, so that is the purpose of this agenda item tonight. As I think you are aware, you, Planning Commission, have considered the six-year Capital Improvement Program for 2022-2027 at your previous two meetings. Back in December you reviewed the schedule, you also

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appointed a representative to the Steering Committee. The Steering Committee then engaged and convened for three meetings in January and in February; two in January, one in February, with respect to taking your work that you did in December and the work that you did in January when you referred your interests and your changes to the Capital Improvement Program from the 2021-2026 six-year program. And then I'll move forward to the Steering Committee. The Steering Committee has met three times and now has developed the Draft 2022-2027 Capital Improvement Program. Which is, I think you're all aware, requires your review and consideration. And then this evening, as requested, scheduling of the required Public Hearing, that Public Hearing then, if you are so inclined, would look to be scheduled for and held at your next meeting in March. So, with that, if you can move on to the program from the Agenda here, we scroll through here, and we'll go past the minutes, and it may have to be reoriented because it's in landscape. You can see the Draft here on the front cover of the 2022/2027 Capital Improvement Program. Again, the six-year program for the Fiscal Year 2022/2027. And we've been through this over the years with the preceding CIPs. As you move through this document, there is a Table of Contents, and then there is the Steering Committee and the Planning Commission members that are referenced as is in each document that we have considered to date in the past. The Planning Commission resolution which is in draft which is what you'll be asked to consider at your meeting where you consider the draft which is the Public Hearing. Moving forward from this, this is the transmittal letter draft typically in this document that moves this from the Planning Commission to the City Council and to others for consideration. The introduction of the plan, we've been through this before, what is the Capital Improvement Program, knowing that the Capital Improvement Program is required under the State of Michigan Planning Enabling Act, it's part of the Master Plan, the Planning Commission is responsible. Again, the items in the CIP, capital purchases, equipment, projects, are those projects, purchases that are \$10,000 or more with an expected service life of more than one year, a nonrecurring expenditure or the study that leads to such purchases. The CIP versus City Budget; the CIP is not a budget, it's an identification of projects, and we've been through this before as well. If we move on, again, why create the CIP? It's required under the Michigan Planning Enabling Act, Act 33 of 2008. The benefits of the CIP as you all are aware, again calling attention to community deficiencies and providing a way to correct them, identifying a long term and short term expenditure which greatly improves the budgeting process and efficiency and enhancing the ability to get grants reducing the taxpayer burden, increasing the likelihood of departmental, intergovernmental cooperation, improving continuity and reducing costs and encouraging efficient governance. There is a summary that is a very important page here in this document because what it shows in this pie chart is the break down of the funding on a six-year basis, in this case 2022/2027, and where the projects in this Capital Improvement Program document are focused from, what they're part of. And you can see that a large part as we've talked before, of the CIP program projects and expenditures are with respect to infrastructure, water and sewer, sidewalks, streetscapes, roads, parking lots, drains, those types of items. Also, vehicles

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and equipment, you'll see a large portion for recreation and culture as well. And then there are some smaller areas with respect to land acquisition and redevelopment, buildings and grounds, parking lots I think I mentioned before as an infrastructure kind of item. But this shows that breakdown. The quick view shows by year for the six years in this draft, a total of 117 projects at a total value of \$28 million dollars. That's the quick overview.

The Executive Summary continues, there's a little histogram here which shows again projects that are added, projects that have been completed. I think it's very important with this page, too, to note the projects that have been added. And let's look at this real quick. In this document, different from 2021/2026 six-year program which we are currently under, it shows the Maxfield Training Center demolition and clean-up and a cost for that. Caddell Drain Improvement, the acquisition of a pumper truck, Smithfield Street repair, Oakland Street road and water main, Grand River to Gill Road, and Farmington Road repair. Those are all new projects identified in this draft through your contributions, contributions from other Boards and Commissions, and the work of the Steering Committee. What it also shows here are projects that have been completed within the last program year. The purchase of Maxfield Training Center, part of Shiawassee Park, Freedom Road project, Mayfield Road improvements and water main, Bel Aire sewer lining, the Caddell Drain Improvements, it was kind of like in a beginning phase, Department of Public Works van and Public Safety vehicles. So these are all completed projects. So very important here to make sure we have an accountancy of all of that and that's shown here.

The Program Summary, as we talked about, a lot of the work that you as Commissioners have done over the years, goes into this CIP from other work that you've already done and that includes the Farmington Master Plan, Recreation Master Plan, the Farmington Vision Plan, the Downtown Area Plan, the Grand River Corridor Vision Plan, Orchard Lake and Ten Mile Road Intersection Redesign Analysis, Rouge River Trail Project and the Downtown Master Plan. Those documents are all used to help identify projects and to generate this Capital Improvement Program.

Funding Sources are identified and that's in the document itself. And if we move on, this page here, the project prioritization, the Capital Improvement Program, what's important here is that budgets are prioritized. So if you look at a particular category and there are nine categories in the City of Farmington Capital Improvement Program: Buildings and grounds, drains systems, land acquisition and redevelopment, parking lots, recreation and culture, roads, sidewalks and streetscapes, vehicles and equipment, water and sewer systems. Those nine categories, within those categories the projects are listed. And they are listed in terms of the type of project, the project itself, the priority for that project, the overall cost of that project estimated, and the timing, the year, or the timeline for implementation of that project and that's in the document. So if we go to the nine

categories, these are overviews, quick views within these categories. So this is just a line item by line item detail with just a quick overview, significant projects. Buildings and grounds: repair City Hall and DPW buildings, relocation of City Hall, still identified in here, again, general. Buildings and grounds including equipment, in this case HVAC replacement at Public Works and City Hall. They are actually, that equipment, forty-three and twenty-three years old respectively. The replacement or upgrades of those facilities are necessary and it's in this plan. City Hall entrances, barrier-free access, that's identified in this document as well, something that needs to be addressed in light of the deficiency at City Hall. Drain system, significant drain system projects include the Caddell Drain System, the network of drains then located at Nine Mile and Drake, and other drain projects in the City. This is the primary, though, the Caddell Drain System Project. Again, part of that work has already been done previously. As we move through here, you'll see discussion on County drains and their need to be maintained, identified in the program.

The next category, Land Acquisition and Redevelopment, listed as significant in this category is Maxfield Training Center, and part of Shiawassee Park, the redevelopment portion, the acquisition has already happened, now we're going to the redevelopment portion in this CIP. And then you'll see other land acquisition and redevelopment. What's shown here is a project area within the Grand River Corridor Improvement Authority Vision Plan, and also the Downtown Area Plan. It's also in the Downtown Master Plan and the City Master Plan, portions of them, the western end is in the downtown but the majority here is within the Grand River Corridor Improvement Authority area, in any event, in the CIP.

Parking lots, the City owns twenty-three parking lots, owns and maintains them. The maintenance responsibilities are significant, they are shown here. You can see the parking lots throughout the community, here primarily in the downtown. And again, there are specific projects that are identified in the body of the plan. The most important for these parking lots listed at the top right now is the repurpose of the Downtown Farmington Center Parking Lot. Moving through this, you can see the Downtown Farmington Parking Study and the Downtown Farmington Center Parking Lot. The Downtown Farmington Parking Study really is what it is, it talks about parking specifically.

Chairperson Majoros stated that it's incumbent on each of the Commissioners to have gone through this, they've seen it a number of times, and that the critical thing for the Planning Commission is the feedback that was given last time as far as prioritization has been incorporated. We provide feedback on things like requesting more money for sidewalk repair, there were a few other things that were integrated, and that he would just ask if there's anything in the last meeting of which I assume you were in attendance, that would be of critical nature for us to know, if not, I can make the assumption we've all been through this and then we'll open up for any comments. So, we'll start with you, Mr.

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Christiansen, if there's anything in the last meeting that would be a significant piece of new news that we should know; if not, we'll open it up to the Commissioners for their comments and we'll move on.

Christiansen replied we'll get to the Sidewalks right here which I think is important as you mentioned. And again, Recreation and Culture, Roads, that's where this was coming to, here is Sidewalks and Streetscapes, and what was very important in here is the Farmington Road Streetscape and its implementation and the timing for that is now coming up in 2022. What's important is that there's a portion of this project that identifies a sidewalk access that links the Farmington Road Streetscape back through the Downtown Farmington Center Parking Lot to Riley Park/Sundquist Pavilion, that's new, and that's in here. So that's why I was scrolling here really quick. Let's get past it to the line items and identify it from there. So this is the overview and it may be a little bit tough to see but now those were the nine categories. This has been the appendix overview of the major projects. And you'll see in here, and I'll go back to your comment, Mr. Chair, some of the sidewalk improvements are the ones that really are the additions in this overview are significant. And that's on that sheet above there and as you scroll down, you'll see again the overview, the Appendix A, it then groups these into the categories. And then after this page, now you go into the specific individual categories of the nine. So what's really new are the projects that, if you go back to the Executive Summary, the second page, the ones that are being added. Those, Mr. Chair, those are the new items in this 2022/2027 CIP as has been identified. So, significant projects added.

Chairperson Majoros said so the one question was, in the last correspondence he had with Chris Weber, was while not a specifically noted Sidewalk Area A, Area B, etc., it was just a general feeling that with the greater need for more walkability, greater need for we talked about more and more people working from home, etc., so I think he said that he would add that as a consideration and do you know if that was specifically addressed?

Christiansen replied that the Committee went through that whole sidewalk portion, and in fact, and you may be aware or not, but if you're not aware, City Council has just created as requested at the City Council level and created the Pathways Committee and now has sought members of that Committee and has now appointed members of that Committee and is looking to convene the first meeting of the Pathways Committee this Wednesday. Their standard meeting is going to be the second Wednesday in the evening. So like we have a Parking Committee, we now have a Pathways Committee and specifically they're going to start looking in detail at the City's connectivity and pathways. So that's part of this, too, in response.

Chairperson Majoros opened the floor for comments from the Commissioners.



Commissioner Waun stated she has one comment regarding the sidewalks and to clarify that. She said she thinks the City has done a great job and people need to understand that the sidewalks are a situation, especially when you're in Michigan where we have extensive freeze/thaw, a sidewalk that's in great condition by the time we get spring it looks like no one touched it or there's a problem. So, keeping that in mind and between that and as the roots from the trees heaving the sidewalk.

Commissioner Kmetzo said she has a question, Mr. Chair, on the Executive Summary, the project costs. So there's a project cost for 2021/2026 CIP, and there's a project cost for 2022/2027 CIP and all the numbers in between. So how do we get to the costs for 2022/2027, incorporating the in between costs like the projects added, I see projects completed and I assuming that's deducted from project costs, and then there's an increase of project estimate but there's also a decrease in the estimate and I don't understand the relationship in between the first bar to the last bar.

Director Christiansen asked Kmetzo if she was referring to the pie chart page and she said the waterfall chart. Christiansen said in the project cost area, again, these are project costs on a histogram presentation and these are areas of the CIP. So, the first one shows the total \$28,332,937 and that is the cost from 2021/2026. That was the total project costs in that document. Then it shows the project costs that were added as a result of the work of the Boards, Commissions, yourself included in your recommendations and the work of the Steering Committee, and that's the \$4,486,500; then you see the projects completed, which is the \$4,795,000, those two are listed below. They increased the project estimate then is shown, so you have an additional \$1,119,609 estimated cost is shown here and the decrease then because some of these have already been expended and some of them still remain. In any event, based upon what's in the plan, what has been done, what has been added, there's actually a slight reduction from the last six-year program. If you went line item by line item and you added all of these up and now in the 2022/2027, different than the last six-year program, based upon what's been done and what's new to be added, you now have a revised number of \$28,042,135.

Chairperson Majoros said graphically we have an orange and a grey and a yellow and a blue, if the projects added was green and the increase to project estimate was in green and projects completed was red and decrease was red, right, you'd have a simple plus/minus, those numbers tie to what goes below and essentially it's almost a 4 million wash to projects added to completed, and about \$1,101,000 wash of increase to existing estimates and decreases and that's why they almost carry over between the two years.

Christiansen replied that's correct and asked if the Commissioners would rather have it represented maybe in a more discernable color scheme and Majoros replied that wouldn't be bad, that a true waterfall gives you a base level and usually greens are above and reds are below. That's an important point, how those numbers tie, because you can

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almost put, you can subtotal the significant projects added and significant ones completed and then that way people aren't doing mental math, they can see that the 4,795,000 is nothing more than the seven projects in the box below.

Kmetzo stated she tried to manipulate, she wanted to see the relationship of how they started to increase and decrease and the projects completed as such. So, if this were to be shown to the public, I think a better presentation of how these numbers come up, if might help them to understand.

Commissioner Crutcher said maybe by putting a plus or minus in front of those numbers, and then adding the color, the color would make it clear, too, but plus or minus makes it explicit.

Christiansen stated he will make note of that, those are all good comments. He then said he wanted to comment on Commissioner Waun's comments about the sidewalks and the four-season climate here and said there is an annual maintenance program for sidewalks, the Sidewalk Maintenance Program. So the City does go ahead and does general repair as necessary. What we're really looking at here again with sidewalk projects in this document are capital projects, are large scale replacements or missing portions or things like that so that we're clear. Maintenance is ongoing and is pretty significant annually.

MOTION by Waun, supported by Perrot, to schedule a Public Hearing for the Draft 2022/2027 Capital Improvement Program for the March 8, 2021 Planning Commission Meeting.

Motion carried, all ayes.

### **UPDATE – CURRENT DEVELOPMENT PROJECTS**

Chairperson Majoros introduced this item and turned it over to staff.

Director Christiansen stated this item has been added to the Agenda and it was added as you recall at the last meeting and the reason that it was added to the Agenda as reflected in the minutes, Commissioners expressed their interest in having project updates provided so that you were kept abreast and aware of the status of development projects in the City, particularly and specifically ones that you as a Planning Commission have been involved in. So, going back to the minutes, and based upon that discussion and you may recall that the decision was made based upon our discussion to add this item to your monthly agenda. So in light of that we were doing it sort of ad hoc during Planning Commission Comments on a monthly basis, this gives it a definitive line item on the Agenda. So in light of that you know that all of your efforts are always certainly not only reflected on but are in motion to a certain extent. I mean the work of the Planning Commission is ever ongoing, whether it relates to development and development

projects, or the planning tools that you are working on or put in motion and put in place. Whatever the implementation of things that you then have moved forward with to see it realized, so it's continuous. So, on a monthly basis, tonight is the first update of current development projects. And if it's okay, Mr. Chair, I just have a couple that I can reflect on real quick. There are graphics on the screen to use as a reference tool and there is also as Mr. Golden indicated, there is a video created and then is made available to anybody who wishes to come back and see the video of the meeting whenever that might be. So this is part of your meeting record.

What this is, is the Courthouse property. You see Ten Mile, you see the 47<sup>th</sup> District Courthouse vacant in '03, you know that your involvement with this property was approval of fourteen new detached single-family homes from Boji Development, Inc., Ten Mile Development Group, LLC, under a PUD. And this is the approved plan, fourteen homes, single loaded, Ten Mile Road, coming into the school property, the Ten Mile School, the bus garage and the Admin Building. This project moved forward. Engineering plans completed, permits issues. There were two meetings that were required to be held. As requested, the first meeting was with adjacent homeowners on Elizabeth Court. You can see there's a small little connection over to Elizabeth Court to the left, that's the sanitary sewer. That meeting took place in the fall. So the meeting that was still remaining was the pre-con. Right now the developer is in the process of paying his required fees with the City, his escrow fees, and his surety for performance, for the development, implementation and landscape. And we were anticipating that Friday of last week, it didn't come in yet but as soon as it does, we're going to have the pre-con. As soon as the pre-con, the pre-construction meeting itself, then construction can commence. So we're ready for that right now. So what I'm telling you on update is this project is moving forward and we anticipate within the next week or so, that meeting to be held, and weather permitting here, site development can commence. You notice the building has been removed, that was done a little while ago and the fourteen new single-family homes, that site development to provide for that construction is ready to go right now. These are just some graphics that go along with that project, this is just FYI in case anybody wanted to see it. These are all part of the approved project plans by the Planning Commission. That's the first one I wanted to update you on, Liberty Hill.

The second project shown here, this is World Wide Center, Grand River Avenue, Whitaker Street. You see the World Wide Center and the World Wide Center was approved via site plan for building façade modifications, other site improvements, and for the construction of a new Tropical Smoothie. This is just the plans showing where the Tropical Smoothie is at, as we move forward through here, there are some façade modifications. You'll note that the façade modifications approved by the Planning Commission in accordance with the site plan that you reviewed and approved, have been implemented as well as the roof repairs. And they've moved forward or the contractor on behalf of the owner of the property with the additional construction of Tropical

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Smoothie. Foundation is in and the steel is starting to go up and that's the Tropical Smoothie. Again, it's moving forward. This is the finish on the façade improvements, new signage is being applied for, wall signage, eventually you'll see all new wall signage and you'll see new site center signage as well.

The next project is the corner of Farmington and Nine Mile Road, it's the northwest corner. This is the Nine Mile Gas Station Site as it is known and you'll see the former Clark Gas Station, Citgo Gas Station canopies and the site that has remained vacant for a period of time. Based upon your review and approval of the site plan for redevelopment of the site, brand new building, other site modifications, adjustments to the canopies and a new tank, gasoline tank. Here's the site plan showing the existing and proposed. This project is moving forward. That's very apparent because it's all fenced up and there's a lot of work going on. You'll see right now that the new building is being bricked, so there's your brick building and it's under construction right now. You may also know that subsequent to your site plan approval, there was engagement with the Brownfield Redevelopment Authority for support of a Brownfield Plan to help contribute to the demolition and some site remediation and clean up and preparation for the redevelopment that you approved. Ongoing right now. We anticipate that this work is going to be completed in the spring, mid to late spring, early summer and a new gas station site here at this site, redeveloped gas station site which will really be for all practical purposes a new with the new updates and facilities will be open.

Commissioner Crutcher said there was some discussion about because of the back of that building is the gateway into Farmington off the freeway, there was talk, did anything come about doing some kind of mural or signage or some kind of thing on the back of that building?

Christiansen replied we talked about that, but understand right now based on the City's sign ordinance, that would be counted as signage and so the permissiveness of signage relates to your street frontages and your lineal foot frontage, length of building; and based upon what the ordinance provides right now, even though we've had that dialogue with the owner, they are focused on their ground site signage and their wall signage on the front of the building. They are willing to do something else but it would be in addition to and potentially could result in the need for variances but they don't know yet but they're considering it.

Crutcher asked if they have considered artwork, not signage, does that make a difference?

Christiansen replied all the murals in downtown Farmington were all approved through the Zoning Board of Appeals variances because they are considered signs.

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Crutcher then asked if the bakery had to get a variance to put the mural on the side of their building and Christiansen replied as did The Vines, as did the CVS, and the one on the Civic Theater. Christiansen then said in order to encourage it, that there may be an opportunity to modify the Zoning Board to allow that or something different with it?

Christiansen stated that modifications to the Sign Ordinance are probably going to be forthcoming based upon our concern for the City Attorneys regarding changes at the Federal level with respect to signage, new case law, so that could happen, Commissioner Crutcher.

The next update is on Grand River, this is the former Samurai Sushi, Samurai Steakhouse, PUD that was approved here, the repurpose of what was The Grand Cleaners, to Samurai Sushi, and the approval of the site plan of the second building on the former Ginger's Café, Mrs. Lovell's Tea Room property, which will be Samurai Steakhouse. And you know after working with the Planning Commission, the PUD, the consideration for timing in light of the Covid pandemic, and some decisions that the owner made to make some changes for the short term, was made by the owner to hold off doing the second building and to look at expanding the Samurai Sushi which is now the Krazy Krab, into the area that is to be outdoor seating, taking about half that area which is about 1,000 square feet and expanding the dining room of the Krazy Krab. You approved a site plan for this last year as you moved forward, these graphics show that, you can see the green space here that is shown, that little park area, that's a private park on site that public can access and that's kind of a holding space up until the approved Samurai Steakhouse building would look to move forward with its construction. Right now they're getting ready to submit their construction plans, they have not done that yet. So the status of this project is site plan approval and holding with their plan of moving forward, getting ready to get plans submitted. They have not done that yet and they have not gone through the review and approval of construction plans and permits yet but we anticipate that happening shortly.

The next update is the Farmington State Savings Bank/Village Mall at the southeast corner of Grand River and Farmington and the redevelopment here which was approved by the Planning Commission of the exterior façade improvements, bringing the Farmington State Savings Bank Building back to what really is its original luster. The interior modifications including the gutting of the interior, that is done, and they are getting ready now, moving forward with their construction plans which have been reviewed and permitted to start at the beginning of March with the interior modifications and improvements that have been approved in accordance with the construction permit submitted and permits now issued. The staging for all of that will be the back of the building. The requirements then to access to get into this building to do this work, is to bring in equipment, bring in materials. We are right now working with the owner of the property, GLP Financial, and with their contractor, and coordinating with the Michigan

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Department of Transportation, MDOT and the Road Commission for Oakland County because the scheduling which has been submitted for this work, interior, and now what you're seeing the exterior façade work to be done, all of this is looking to start beginning of March and last for six or seven months, through this whole spring and summer, and it's going to necessitate staging which is going to include potential closure of portions of Grand River and Farmington Road during that time. So this is something that City Administration and staff, along with the Department of Public Works and Public Safety altogether and the developer and contractor and MDOT and the Road Commission are working on right now. Quite a challenge. This is at the heart of the downtown, this is at the crossroads, we have to find a way to facilitate this. This is where they're at right now, so we have to work together to make this possible.

The Maxfield Training Center, as I think you're aware, the Maxfield Training Center, the RFQ that went out in October, responses back in November, four responses. City Council selected two of the four responding developers to move forward to the next step of the process, they're there right now. There is a 59-unit townhouse condominium project that has been submitted, proposed by Robertson Brothers Homes. There is a 124-unit for least loft style apartment project that has been proposed by River Caddis Development, and both those projects are currently being evaluated in more detail and information is being provided as requested by Council for their consideration and final determination and selection of developer and project for the redevelopment of the Maxfield Training Center site. There are a set of graphics that are available online that are here for you tonight just showing the different proposals. This one here is the River Caddis Development, three buildings, 124 units, surface parking, connectivity, landscaping, connections to the Shiawassee Park and some other elements, public benefits. This is another representation of a pocket park, a trail, again, off site improvements as well as the site redevelopment plan. This is a concept plan submitted by Robertson Brothers Homes, one of two, there's an A and a B, 59 attached townhouse condominium units, three-story, rear loading garage, three levels above grade. Here is the A, and the reason there is a B is because it shows improvements to the two homes that are owned by the City, it's called a Woonerf, it's a European design, it's a living street, originally implemented in the Netherlands. There is a whole purpose here, it has shared space, parking space, traffic calming, low speed limits. This is intended to provide the connectivity from Grand River and from the park, from Sundquist Pavilion/Riley Park to the Maxfield Training site. So this is Concept B and it shows that here. So these are the two concepts, they're moving forward, additional elements. There's a hill hiker's tram that's part of this at the side of the stairs to Shiawassee Park and back up to the site. This is part of Robertson Brothers proposals, this graphic, again, the status of this project, the City owns the property, the City investigation is completed, the RFQ out, responded to, four respondents, two were selected by Council to move forward and it's moving forward. Anticipate a selection by Council potentially this month and negotiating the deal with the selected respondent developer.

Commissioner Waun asked if there is some clarification on who's paying for the tram and who's paying for the improvements that are not part of the building and Christiansen replied that is all to be negotiated, all those elements, everything is to be considered but there's quite a bit of detail to be addressed with respect to the property, the environmental circumstances, there's Brownfield conditions, there's interest in using community support in terms of utilizing the TIF. There's these offsite improvements, the properties that are part of the offsite improvements, the elements of the offsite improvements, whether it is the connectivity or the streetscape improvement on Thomas and School Street and down, so all of those are items to be negotiated.

Christiansen then said this is the status of the Farmington Road Streetscape Concept, it's been modified to a more current detail but this is the one that we've been utilizing that shows the Streetscape improvements on Farmington Road. The reason this is here, it's an update for you because it's a 2022 project that's coming up quite quick and it's in the CIP and so I thought it was important to share this with you.

And so the next slide here just shows some of the elements, some detail in here which is part of the materials. One thing you will note is that the Village Mall, the Farmington State Savings Bank, that redevelopment now has to be incorporated into the Streetscape, that's FYI to you, too. So part of your work on the Village Mall gets incorporated, Commissioners, you've acted and approved the façade modifications and some of those elements have to absolutely make sure they're incorporated into that Streetscape enhancement project.

And then also here, this is kind of an FYI, here we are in the throes of the middle of the winter season, and as I look at my phone right now and I take a look at Farmington, it's 16 degrees right now and snow showers out and with a 3-mile an hour wind it's 10 degrees but it's time now for everybody to get out and take advantage of the syndicate. So part of your work, too, as part of your redevelopment, has facilitated those locations that are able to participate and are chosen to participate in the syndicate. So take advantage of the syndicate, the rules of engagement, everything is available, a lot going on right now and we will keep you updated.

Chairperson Majoros thanked Christiansen for the thoroughness of his update and stated that moving forward this is a good way to keep engaged, I think we would do cycle over cycle is significant moves, property or development by development.

## **PUBLIC COMMENT**

None heard.

**PLANNING COMMISSION COMMENTS**

Chairperson Majoros opened the floor for comments from the Planning Commissioners.

Commissioner Crutcher asked if the Pathways Committee, are they going to have an opportunity to interface with the Parking Committee at some time and Christiansen replied it's a goal for all committees to interface and work as necessary closely together.

Commissioner Perrot thanked Christiansen for the update, especially on the Farmington Savings Bank, and the history of the building and getting someone in there and work across all the different commissions and Council and City staff in getting that place back in action and looks for a really great opportunity for us to really shine as a City all together and would like to lobby our friends in the media to promote and publicize the significance of this project.

Christiansen replied that the City is always looking to champion the many positive things happening in the community and make them known. He said there is a Communications Director in place to publicize those projects and put together newsletters, press releases, etc. in their attempt to keep the community informed.

Director Christiansen reminded Commissioners if there is interest that training is available and there is monies budgeted to afford the Commissioners the opportunity to attend such training.

**ADJOURNMENT**

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

The meeting was adjourned at 8:06 p.m.

Respectfully submitted,

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Secretary



Farmington Community Library Board of Trustees Meeting  
6:00 PM Held Online Via Zoom January 14, 2021  
32737 W. 12 Mile Road, Farmington Hills, MI 48334

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Board Members Present: Duron-Willner, Hahn, Huyck, Largent, Stryd, Murphy, Kelly, White

Board Members Absent: None

Staff Members Present: Grover, Peterson, Seigrist

Staff Members Absent: None

**CALL TO ORDER**

The Board Meeting was called to order at 6:04 p.m. by Board President White.

Introduction of the Board Members.

President White gave an opening statement expressing condolences for the loss of JoAnn Button to staff and to her family.

**APPROVAL OF AGENDA**

**Motion** by Hahn to approve the Agenda was seconded by Stryd.

Vote: Aye: Duron-Willner, Hahn, Huyck, Largent, Stryd, Murphy, Kelly, White

Absent: Huyck

Motion Passed.

**APPROVAL OF THE MINUTES**

**Motion** by Largent to approve the December 10, 2020 Minutes as written was seconded by Stryd.

Discussion: Murphy corrected spelling of treasure to Treasurer in unfinished Business section.

Vote: Aye: Duron-Willner, Hahn, Largent, Stryd, Murphy, Kelly, White

Absent: Huyck

Motion Passed.

**Motion** by Stryd to amend the agenda to move Financial Reports and Operating Bills until later, and skip to Correspondence.

Vote: Aye: Duron-Willner, Hahn, Largent, Stryd, Murphy, Kelly, White

Absent: Huyck

Motion Passed.

**CORRESPONDENCE**

Murphy reported there were three e-mail correspondence from Michael Shereda, Colleen McWhinnie and Beverly Weidendorf. All e-mails were responded to.

## **LIBRARY DIRECTOR'S REPORT**

Director Grover thanked patrons and staff for their ideas and suggestions and gave the following updates:

- As of Jan 4 Library hours were increased from 38 to 68 hours  
We are now open M-Th 9:00-9:00 PM, Fri and Sat 10:00-6:00 and Sun 1:00-5:00 PM.
- Contactless curbside services, drop boxes, phone and e-references, digital library, digital library, virtual programs, and sign up for library cards continues.
- It is with great sadness we report the passing of JoAnn Button, and wish her family and friends our deepest condolences.
- Team leads are working on scheduling for Feb with the plan for increased in-person services if feasible, in compliance with state directives from Mi HHS. We have increased safety with additional help from the cleaning service by having day porters.
- Welcome new staff members Sandy Herman in children's services, LiJun Xue in Tech services, Kaliha Williams in Young adult, and Faren Watson in Adult services.
- Congratulations to Deb Hemmye, Lisa Laesch-Vanstone, Crystal Corcoran, and Sandi Koponen on their new positions.
- Bids have been requested through bidnet for curbside window, drive through installation the bid closing date is 1/22/21.
- Year-end reports were filed relating to our Audit.
- IT services upgrades continue including updates of Win select and deep freeze on the public computers.
- The inner sliding doors at the patron entrance and the door at the employee entrance at the 12 mile location have been replaced.
- Curbside services increased from 3,510 (1283 in Nov) holds placed was 15,568 in Dec (5,945 in Nov)
- We have received 39 new likes on Facebook page to 3,191.
- 7,719 E-books checked out this November compared to 5,945 last November, 2019.
- FB performance survey on Sprout Social provides pertinent data analysis. MCCI assisting staff.
- December saw 615 people participated in 40 programs
- Kelly Siegrist provided an update of Dec programs provided for adults, teens and children including Holiday sing along, Children's letters for the library, with 38 participants, YA Healthy You, a joint project with the Police dept about on-line safety, and winter crafts for young adults.
- Patrons provided artwork for Operation Goody Bag, The Farmington Area Optimist Club and FH Special Services worked with us on a Story Book Trail. Please participate in upcoming MLK Jr. activities.
- Please continue your support of Friends of the Library. They have received 421 donations so far.
- Director Grover asked for individual meetings with Board members to determine their Goals and vision to help her create an Organizational vision for 2021.

Discussion: Stryd asked about the status of MCCI and if they are training our staff. Director Grover explained that they are presently training staff for taking over and how the team can utilize social media.

and streamline the message. MCCI will be discontinued when staff indicate they are comfortable and knowledgeable.

Largent asked about staff concern regarding curbside services after dark. Director Grover checked on usage and found about 4.3 pickups per hour from 6:00-7:00.

**OPERATING BILLS** Huyck discussed details of the operating bills, including BC/BS network insurance bill, books, etc.

**MOTION** by Huyck that the Board of Trustees approve expenditures for the operating bills for December, 2020 totaling \$355,412.42 was supported by Murphy.

**Vote: Aye:** Huyck, Largent, Murphy, White, Stryd, Kelly, Hahn,  
**Opposed:** None  
**Absent:** Duron-Willner

**Motion passed.**

President White requested that the total of the operating bills be added to the statement.

### **FINANCIAL REPORT**

Huyck stated the budget is being worked on with Plante Moran and will be ready for the next Board meeting in Feb. The Finance committee will be working on this in the Feb 4<sup>th</sup> meeting.

**MOTION** by Huyck to receive and file the financial statements as presented for the period ending Dec 31, 2020, was supported by Stryd.

**Vote: Aye:** Hahn, Huyck, Largent, Murphy, White, Kelly, Stryd  
**Opposed: None**  
**Absent:** Duron-Willner

**Motion passed.**

### **COMMITTEE REPORTS**

#### **Strategic Planning Committee**

No meeting was held this month, but a meeting is scheduled for January 28<sup>th</sup>.

#### **Finance Committee**

Huyck reported that the Finance Committee will meet to work on the budget Feb 4<sup>th</sup> and report on it at the next Board meeting.

#### **Facilities Committee**

Largent reported the Facilities Committee did not meet. The cost of the cleaning services will run approximately 1950.00 per month. Donald, Megan and I will be meeting to explore adding a drive up window.

#### **Personnel Committee**

P.C. met with attorney Mike Blum, discussing exempt vs non-exempt employee status. This was deferred until the HR Director is hired. We also discussed Director Grover's contract which remains unsigned. We hope to have this ready for the next Board meeting.

#### **Ad-hoc Bylaws Committee**

There was no report from the Bylaws Committee.

### **UNFINISHED BUSINESS**

Discussion: Hahn revisited the motion made in November by Duron-Willner, to limit contact and dependence on outsourced services with external vendors, consultants, firms or independent contractors. He reported that this does not work for the Treasurer position as decisions must often be made immediately.

**MOTION** by Hahn to reverse the decision which prevents Board members or the Director from contacting or communicating with vendors or potential vendors, was supported by Largent.

Discussion: Stryd discussed the need for any Board member who has a relationship with a vendor to recuse them self from voting or from communicating with that vendor. Kelly requested a step two be included which will address a proper process.

**Vote: Aye:** Huyck, Largent, White, Hahn, Stryd, Kelly

**Absent:** Duron-Willner

**Opposed:** White

**Motion passed**

**MOTION** by Kelly to move to the By-laws committee to create a by-law which includes good faith dealings was seconded by Hahn.

Discussion: White requested a time line for this to occur.

**Motion** was amended by Kelly to be completed by next meeting.

**Vote: Aye:** Hahn, Huyck, Largent, White, Duron-Willner, Stryd, Kelly

**Absent:** Duron-Willner

**Abstain:** None

**Opposed:** None

**Motion passed**

President White asked what our plan is for opening the library for more in person service. Director Grover said that she and the Managers are currently planning and creating schedules for staff. She is watching the infection rate in Oakland County, as well as taking into consideration state directives.

### **NEW BUSINESS**

**MOTION** by Murphy to continue the services of MBM for 90 days or less, to be determined by the Library Director, for continued upgrades to the IT system was seconded by Stryd.

Discussion: Kelly asked about the status of hiring an IT specialist. Director Grover responded that the intent is to have an IT Supervisor who will overlap with MBM, to ensure they are updated as to what has been done. The position has not been posted yet. Largent stated that the Board and Director should look at and evaluate the need for this position, and the Personnel Committee should further explore all options.

**Vote: Aye:** Hahn, Huyck, Largent, White, Duron-Willner, Stryd, Kelly

**Absent:** Duron-Willner

**Abstain:** None

**Opposed:** None

**Motion passed**

### **Public Comments:**

Public comments were given by Maria, Jeff, Michael, Kelly, Cecilia, Eric, Patricia, Colleen, Suzanne's husband, expressing concern about Board decisions, FOIA requests, increased Board transparency, improved communication, response to emails, and need for outsourcing.

### **BOARD TRUSTEE COMMENTS AND ANNOUNCEMENTS**

Murphy requested that all proposed motions be submitted in writing at least 48 hours before Board meetings to allow time to review and consider the motion, as well as to prevent confusion or making rushed decisions.

President White and Board member Stryd agreed this was a good suggestion.

President White encouraged support for Friends of the Library and participation in MLK Jr. activities.

Largent thanked the community for their feedback and input. Largent encouraged them to consider the positive gains that have been made and the great job Director Grover has done during this difficult time. He pointed out that if there is room for improvement, then it needs to occur.

### **ADJOURNMENT**

#### **By acclamation**

The Board meeting was adjourned at 8:27 p.m. by President White. The next meeting of the Library Board is scheduled for Thursday, February 11, 2021 at 6:00 pm. Via ZOOM.

Respectfully Submitted,

Renee Murphy, Secretary  
Library Board of Trustees

<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: March 15, 2021</b>	<b>Item Number 4B</b>
<b>Submitted by: Mary Mullison, City Clerk</b>		
<b><u>Agenda Topic:</u></b> Council Meeting Minutes: 2.16.2021 Regular Meeting 3.1.2021 Regular Meeting 3.4.2021 Special Meeting		
<b><u>Materials:</u> 3 sets of minutes</b>		



Regular City Council Meeting  
7:00 p.m., Tuesday, February 16, 2021  
Virtual Meeting via Zoom

**DRAFT**

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## REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on February 16, 2021, as a Virtual Meeting via Zoom, an electronic meeting platform. Notice of the meeting was posted in compliance with Public Act 267-1976 and electronically as authorized under the Open Meetings Act, MCL 15.261, et seq., as amended by HB 1108, in order to mitigate the spread of COVID-19, protect the public health, and provide essential protections to vulnerable Michiganders by limiting in-person contact and the number of people interacting at public gatherings.

The meeting was called to order at 7:00 p.m. by Mayor Bowman.

### 1. ROLL CALL

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

#### **City Administration Present**

Director Christiansen  
Superintendent Eudy  
City Clerk Mullison  
City Manager Murphy  
City Attorney Schultz  
Director Warthman

### 2. PLEDGE OF ALLEGIANCE

### 3. APPROVAL OF ITEMS ON CONSENT AGENDA

- A. Accept City of Farmington Board and Commission Minutes
- B. City of Farmington Minutes
  - a. January 19, 2021 Special
  - b. January 19, 2021 Regular
  - c. January 25, 2021 Joint Special
  - d. February 1, 2021 Regular
  - e. February 4, 2021 Special
- C. Farmington Monthly Payments Report
- D. Farmington Public Safety Monthly Report
- E. Farmington Quarterly Investment Report – 12/31/20
- F. Farmington Quarterly Financial Report – 12/31/20
- G. Farmington Quarterly Financial Report Court – 12/31/20
- H. DPW Quarterly Report

Move to approve the consent agenda as presented.\*\*

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	Schneemann, Councilmember

### 4. APPROVAL OF REGULAR AGENDA

Move to approve the regular agenda as presented.\*\*

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	Taylor, Councilmember

### 5. PUBLIC COMMENT

Written comment received from:

Kevin Gromley to Council, 2/8/2021, that the Robertson Brothers proposal is a better fit for the site, the neighborhood, and the City for the Maxfield site.

Janie Gundlach to Clerk Mullison, 2/11/2021, adding several resident names to the petition supporting Robertson Brothers, originally presented to Council at the January 19, 2021 Special Meeting. This brings the total number of signatures to 85.

Bob and Susan Black to Council, 2/12/2021, that choosing owner-occupied townhomes is in the best long-term interest of Farmington and will have the most positive impact on the community.



Susan Kramer to City Manager Murphy and Clerk Mullison, 2/16/2021, urging Council to vote in favor of the Robertson Brothers development on behalf of seven residents.

**6. PRESENTATIONS AND PUBLIC HEARINGS**

**A. Public Hearing Program Year 2021 Community Development Block Grant Application**

**Move to open public hearing for 2021 Community Development Block Grant Application.**

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	Taylor, Councilmember

Public hearing was opened at 7:05 pm. No public comment was heard.

**Move to close public hearing for 2021 Community Development Block Grant Application.**

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	Taylor, Councilmember

Public hearing was closed at 7:06 pm.

**7. NEW BUSINESS**

**A. Consideration to approve 2021 program year Community Development Block Grant Application**

City Manager Murphy requested adoption of the resolution for the Community Development Block Grant as discussed during the previous public hearing item.

**Move to approve resolution adopting 2021 Program Year Community Development Block Grant Application.\*\***

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	DeLind, Councilmember
<b>SECONDER:</b>	Taylor, Councilmember
<b>AYES:</b>	LaRussa, Schneemann, Taylor, Bowman, DeLind

**B. CONSIDERATION TO APPROVE FY 21/22 BUDGET REQUEST TO PURCHASE (1) 2021 FORD INTERCEPTOR POLICE UTILITY VEHICLE FROM SIGNATURE FORD IN THE AMOUNT OF \$32,729**

Director Warthman requested the purchase of a 2021 Ford Interceptor Utility Vehicle, which would be part of the ongoing replacement program for public safety patrol vehicles. Signature Ford has provided a list price of \$32,729 for the patrol vehicle, and it will be purchased with funds from the FY 2021/22 budget. The department would like to order the vehicle now to ensure delivery of the vehicle in July or August 2021.

In response to a question by LaRussa, Warthman said that the vehicle would not be invoiced until after the end of this fiscal year and the purchase would be for 2021-22 budget.

**Move to approve FY 21/22 budget request to purchase (1) 2021 Ford Interceptor Police Utility Vehicle from Signature Ford in the amount of \$32,729.\*\***

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	Taylor, Councilmember
<b>AYES:</b>	Schneemann, Taylor, Bowman, DeLind, LaRussa

**C. CONSIDERATION TO EXTEND THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF FARMINGTON AND COMMUNITY IMAGE BUILDERS FOR REDEVELOPMENT SERVICE**

Murphy requested the extension of an agreement for professional services. The City approved the original agreement between the City of Farmington and Community Image Builders for services in connection with redevelopment of the Maxfield Training Center. Mr. Avantini, President CIB Planning, has special experience with similar redevelopment projects (e.g. downtown Fenton). He has partnered for this project with Eric Helzer of Advanced Redevelopment Solutions, who brings additional specialty of financing redevelopment projects and creating informational documents for development projects (e.g., request for proposals).

The City Administration and staff have been working with CIB, Mr. Avantini and Mr. Helzer, and recommended that the City approve the agreement on a time and material basis going forward. The specific services that these consultants intend to provide the City are set forth in the proposal.

LaRussa asked what the limit was to scope the project and stated that he was skeptical of a by-the-hour set up. Murphy said that Council has added on other tasks and issues, and that they have added the hourly to account for that. He noted that administration will be very careful as to when CIB will be utilized in their role as advisors. In response to a question from Schneemann, Murphy said that CIB had been paid \$37,000 so far. Schneemann asked whether it was built on hourly rates, Murphy said yes. Schneemann appreciated that there would be unknowns as the

project moves ahead but wanted a not-to-exceed number added to the contract. Murphy agreed that a cap could be added.

Bowman noted that the agreement would have to go back to CIB and no decision could be made tonight with the addition. LaRussa suggested another \$30,000 cap with a contingency be negotiated. He also asked for administration to notify Council when nearing that limit.

Discussion ensued about services already rendered, whether the initial agreement was intended to cover the RFQ process or more than that, and what services might be needed going forward. Schultz reminded Council that they relied on CIB a lot so far and Council is just getting into the hard stuff now. The next big thing will be the negotiation of a development agreement and will need Helzer's advice. CIB will assist in looking to actual plans and it looks like the initial \$30,000 was for a broad-based full-service project. Schneemann would like to see a breakdown for what has been spent already and wanted to see what future tasks are to throw a range on it.

Bowman noted that the Council does not have a long enough memory for what the RFQ process was, how much work CIB had done, and how many changes or additional work had been requested by Council. Schultz pointed out that Avantini's letter did list out some of what Schneemann wanted.

Further discussion included having CIB produce a document to back in the remaining man hours for the next steps. LaRussa noted that in the letter they were not able to quantify. Schneemann said that the issue is that expectations have been different.

Council directed administration not to exceed another \$40,000 with clear indications given when nearing that limit, and to know how much things will cost when going outside the scope of the agreement.

**Move to approve updated and extended agreement for Professional Services and related redevelopment services proposal, up to a \$40,000 limit, subject to the City Manager and City Attorney finalizing the form of agreement, including any minor amendments as may be required.\*\***

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	DeLind, Councilmember
<b>AYES:</b>	Taylor, Bowman, DeLind, LaRussa, Schneemann

## 8. PUBLIC COMMENT

Susan Kramer, 24105 Twin Valley Court, informed Council that she and seven neighbors have been discussing the choice of developers for the Maxfield Training Center site. They are in favor of retaining Robertson Brothers development. See attached.

## 9. CITY COUNCIL COMMENT

LaRussa said that there was interest in the Farmington Hills Council to have a second joint meeting about municipal broadband on March 10. He also spoke about recent public feedback on the Maxfield project and is interested in feedback from the Downtown Development Authority Board. He requested that either getting together with them or having the DDA chair come to Council with information would be helpful. Bowman said that she will take the request to the DDA in her function as liaison with that group. LaRussa also highlighted the coming State of the Cities virtual event and drew attention to opportunities to participate in Q&A with the scheduled speakers.

Taylor reported about the first Pathways Committee meeting and noted that Sue Arlin was selected to chair and was already following up and handing out tasks. Taylor thought it was a great first meeting and indicated that she was excited about the future of the Committee.

Bowman asked for a Special Meeting on March 4 for a report from CIB on the progress of the MTC project.

## 10. ADJOURNMENT

**Move to adjourn the meeting.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Taylor, Councilmember
<b>SECONDER:</b>	DeLind, Councilmember

Meeting adjourned 8:23 p.m.

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Sara Bowman, Mayor

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Mary J. Mullison, City Clerk

Approval Date:

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



Regular City Council Meeting  
7:00 p.m., Monday, March 1, 2021  
Virtual Meeting via Zoom

**DRAFT**

## REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on March 1, 2021, as a Virtual Meeting via Zoom, an electronic meeting platform. Notice of the meeting was posted in compliance with Public Act 267-1976 and electronically as authorized under the Open Meetings Act, MCL 15.261, et seq., as amended by HB 1108, in order to mitigate the spread of COVID-19, protect the public health, and provide essential protections to vulnerable Michiganders by limiting in-person contact and the number of people interacting at public gatherings.

The meeting was called to order at 7:00 pm by Mayor Bowman.

### 1. ROLL CALL

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

#### **City Administration Present**

Superintendent Eudy  
DDA Director Knight  
City Clerk Mullison  
City Manager Murphy  
City Attorney Schultz

### 2. APPROVAL OF AGENDA

Move to approve the regular meeting agenda adding Item 2a. Public Comment.\*\*

<b>RESULT:</b>	<b>APPROVED AS AMENDED [UNANIMOUS]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	Taylor, Councilmember

### 3. PUBLIC COMMENT

No public comment was heard.

#### 4. PRESENTATION: OAKLAND COUNTY WATER RESOURCE COMMISSIONER'S OFFICE

Superintendent Eudy introduced Water Resources Commissioner Jim Nash who shared what his organization does and highlighted issues they are addressing. Tim Prince and Brian Colburn of the Oakland County Water Resource Commissioner's office presented the Evergreen-Farmington Corrective Action Plan and outlined the next steps to Council.

#### 5. BOARD AND COMMISSION INTERVIEWS

##### a. DDA: Claire Perko

Council interviewed Claire Perko for an open seat on the Downtown Development Authority Board. Councilmembers focused on her ideas for improvements in the downtown area and asked how Council can better support the DDA.

##### b. DDA: Linda Deskins

Linda Deskins was also interviewed for a position on the Downtown Development Authority Board. Council discussed her qualifications and how she envisions moving the DDA forward.

**Move to appoint Claire Perko and Linda Deskins to the Farmington Downtown Development Authority; both to 4-year terms ending Feb. 28, 2025.\*\***

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Taylor, Councilmember
<b>SECONDER:</b>	DeLind, Councilmember

#### 6. ADOPTION OF ADDENDUM OF COUNCIL RULE – REMOTE MEETINGS

City Attorney Schultz described an addendum to Council rules that addresses remote meetings and three specific time periods and the rules applying to each. This addendum is intended to satisfy the City Council's obligation to have rules of procedure in place for the situations described.

LaRussa questioned part of the addendum asking if roll call votes for every item was a State requirement or just Farmington's, and whether Farmington was still operating under a local State of Emergency at this time. Schultz said that the roll call vote was a State rule and that he believed the local State of Emergency that had been previously declared had run out. He said he would take a look at that. LaRussa asked whether City staff could find a way to include a hybrid type of meeting that would allow the public to continue to attend meetings remotely once Council returns to in-person meetings. Taylor requested that administration look into what it would take to allow remote participation for public comment and report back to Council before March 31. Bowman pointed out the full effort the request would make, and Taylor amended her request to report options available to Council in the near future.

**Move to adopt the Addendum to Council Rules relating to Temporary Open Meetings Act Procedures.\*\***

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	DeLind, Councilmember
<b>SECONDER:</b>	Taylor, Councilmember
<b>AYES:</b>	DeLind, LaRussa, Schneemann, Taylor, Bowman

**7. CONSIDERATION TO APPROVE STATE TRUNKLINE MAINTENANCE CONTRACT**

Eudy requested approval of a five-year contract renewal for the maintenance of Grand River Road. The contract covers full surface and winter maintenance from the east intersection with M-5 (Farmington Hills) to Gill Road. The City would also be responsible for winter maintenance from Gill Road to Halsted. The term of this contract would be through September 30, 2024.

LaRussa asked about enlarging the scope past maintenance and whether delegating more than maintenance responsibilities has ever been broached with the State. Eudy explained that MDOT is very conservative with permitting any activity on the Grand River right-of-way, mainly due to it being a jumpoff if anything happens on 696. Eudy believes that any service work Farmington does on Grand River provides better and more timely maintenance work than work provided by someone else.

**Move to approve a five-year State Trunkline maintenance contract with the Michigan Department of Transportation and authorize the City Manager or other City of Farmington Administrators who have access to MDOT required "DocuSign" program to execute the contract on behalf of the City.\*\***

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	DeLind, Councilmember
<b>SECONDER:</b>	LaRussa, Mayor Pro Tem
<b>AYES:</b>	LaRussa, Schneemann, Taylor, Bowman, DeLind

**8. MOVE TO ADOPT A POLICY RELATIVE TO THE REVIEW AND GRANTING OF POVERTY EXEMPTIONS BY THE CITY OF FARMINGTON BOARD OF REVIEW**

City Manager Murphy explained that Public Act 206 of 1893 provides for an exemption from taxation for the principal residence of persons who, by reason of poverty, are unable to contribute toward the public charges, and that Public Act 253 of 2020 requires changes to the City's policy for granting poverty exemptions. Significant changes include the requirement to use the State issued application forms, elimination of an asset-based test, elimination of the ability to limit the number of years a person can receive a reduction, and elimination of the ability of the Board to deviate from the established guidelines for significant and compelling reasons.



**Move to adopt a policy as presented relative to the review and granting of Poverty Exemptions by the City Of Farmington Board Of Review.\*\***

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	Taylor, Councilmember
<b>AYES:</b>	Schneemann, Taylor, Bowman, DeLind, LaRussa

**9. OTHER BUSINESS**

No other business was heard.

**10. PUBLIC COMMENT**

No public comment was heard.

**11. COUNCIL COMMENT**

Bowman thanked former DDA Board members Sean Murphy and Agnes Skrzycki for their dedicated years of service. She recalled past opportunities she had to work together with both of the term-limited volunteers and said that the work they have done will continue and live on through the board. Bowman also noted how exciting it was to welcome two new residents to the Board and to watch the transition.

**12. ADJOURNMENT**

**Move to adjourn the meeting.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann, Councilmember
<b>SECONDER:</b>	Taylor, Councilmember

The meeting adjourned at 8:40 p.m.

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Sara Bowman, Mayor

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Mary Mullison, City Clerk

Approval Date:

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



Special Council Meeting  
6:30 p.m., Thursday, March 4, 2021  
Virtual Meeting via Zoom

**DRAFT**

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## SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on March 4, 2021, as a Virtual Meeting via Zoom, an electronic meeting platform. Notice of the meeting was posted in compliance with Public Act 267-1976 and electronically as authorized under the Open Meetings Act, MCL 15.261, et seq., as amended by HB 1108, in order to mitigate the spread of COVID-19, protect the public health, and provide essential protections to vulnerable Michiganders by limiting in-person contact and the number of people interacting at public gatherings.

The meeting was called to order at 6:31 p.m. by Mayor Sara Bowman.

### 1. ROLL CALL

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

#### **City Administration Present**

Director Christiansen  
DDA Director Knight  
City Clerk Mullison  
City Manager Murphy  
City Attorney Schultz  
Director Weber

### 2. APPROVAL OF AGENDA

Move to approve the agenda as presented.

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	DeLind, Councilmember
<b>SECONDER:</b>	Taylor, Councilmember

### 3. PUBLIC COMMENT

Lowell Boileau, 24105 Twin Valley, voiced his support of the Robinson proposal.

Jill Keller, 23617 Warner, read the letter she sent to Council earlier in the week.

Susan Kramer, 24105 Twin Valley, supported the Robertson Brothers townhomes.

Sally Petrella, Dearborn Heights, Monitoring Manager of Friends of the Rouge, commented on the Rouge River where it flows through Shiawassee Park and how any paved surface added in the redevelopment would affect the river.

Kevin Gromley, 23626 Warner, lives in the Historic District and supports the Robertson Brothers proposal.

Pam Wright, 21492 Birchwood, wants the option to buy a condo in Farmington.

Linda Chiara, 33630 Shiawassee, supported Robertson Brothers.

Written comments were received from:

Jill Keller to Council, 3/1/2021, recommended Robertson Brothers as the developer for the MTC Property.

David and Arlene Allen to Council, 3/3/2021, requested that Council cast their vote for the Robertson Homes proposal.

Linda Peckham to Clerk Mullison, 3/3/2021, stated that she was in favor of the Robertson Brothers Home for the development of the MTC property.

Jane and Rick Gundlach to Council, 3/3/2021, urged Council to vote for a development of townhomes built by Robertson Brothers Homes on the MTC site.

Kevin Gromley to Council, 3/3/2021, thinks the Robertson Brothers proposal is a better fit for the site.

### 4. PRESENTATION BY CIB OF SUPPLEMENTAL INFORMATION FOR MAXFIELD TRAINING CENTER (MTC) AND DETERMINATION OF NEXT STEPS BY CITY COUNCIL

Eric Helzer of Advanced Redevelopment Solutions presented an RFQ Questionnaire, Clarifications, Responses and Supplemental Information – Revision 1 to assist Council as they discussed which developer to move forward with in the next steps for the Maxfield Training Center project.

Helzer introduced Sharon Woods, market analyst of LandUseUSA, who summarized a Retail Market Assessment done on the two projects being considered. This study was done in an objective and unbiased way and measured the direct benefits of new residents on retail sales

and establishments within the city. It compared the expenditure potential that could be generated by new renters versus owners and concluded that the analytic results favored renters.

Each Councilmember had the opportunity to question both Helzer and Woods on their reports and to indicate which developer they wanted to go forward with on a purchase and development agreement.

Bowman said she felt that both developers had great products, and that she had tried to determine which product, using analytics and data, would bring the most benefit to the most people in the community. She indicated a preference for River Caddis because she felt they would bring exactly what Farmington has been looking for to the downtown. She cited the information that had been collected from the citizens in the process of putting together the Downtown Area Plan, the Development Plan, and the DDA Vision Plan as all pointing to this being the exact site for the project. River Caddis brings the best public amenities which could be exactly what these plans have indicated are needed, a connectivity from the downtown to Shiawassee Park. She feels that, as a partner, River Caddis would be the greatest asset and benefit that this particular area is ready for. There are other sites that are ready and primed for the housing development style that Robertson Brothers is offering, and she felt the plan for a rental community next to an existing rental community fits best. River Caddis stood out to her as the number one choice for this project.

Schneemann reiterated how happy he was that additional information was obtained for these reports and said it cleared up some of the assumptions that he felt Council was making. He stated that he liked both options and that either would be a huge step forward including aspects of both for public amenities. He understood and appreciated that the DDA was looking to do what was best for the downtown and said that having more people downtown would be a great thing. If Farmington wanted to see more vibrancy, then that would mean higher density. His biggest concern with Robertson Brothers was their lackluster design and he stated that Farmington deserved a much better level of design. Based on all supplemental information received, he supported Robertson Brothers for the MTC site. He expressed concern about the design and their ability to deliver but believed Robertson Brothers has the ability to raise the bar on the level of design. He stated that another consideration in his decision was that there was already a high percentage of rental units in Farmington. He said that there would be significantly more tax revenue to owner-occupied units which would translate to revenue for the city. He said that it would be a benefit to property owners to have additional property owners in the city as opposed to a corporate entity that isn't even based here. Most important to him was the level of public outcry. Ninety percent of the people he heard from wanted Robertson Brothers and he felt they shouldn't be ignored or dismissed. He hoped that Council and administration would work together with whoever prevails to do the best possible for constituents and community.

LaRussa said it's been a tough road with a lot of research, information, and opinions and he wanted to be clear on what was being decided on. He summarized that a vote for the River Caddis proposal gets a faster sale on the property, a larger tax capture, a shorter construction time, more spent downtown. Whichever developer is decided upon, LaRussa will be looking for a timeline like the one River Caddis offered in their RFQ. He said that there would be strong negotiations about what would be best for the city. He liked what he saw in River Caddis and would like to see the results outcome be closer if Robertson Bros was chosen. He had spoken with people that are very concerned that the remediation time would be longer with Robertson Brothers and also to some who believe that higher density will benefit our businesses. He wants

to see an aggressive schedule of abatement for the site and for the timeline for construction to reduce the City's risk as seller.

DeLind said that both were excellent proposals. He said that he didn't think that rental was inherently bad or that homeownership was inherently good to a community. He noted that the demographic of young, professional Millennials are more apt to want townhomes. He had heard from many constituents that their concern was not so much about owner versus rental but rather about density on the site. He stated that he was in support of Robertson Brothers, as he felt it was most appropriate in size and density on the MTC site. Most importantly, he felt community support of townhomes brought him to this decision.

Taylor was in favor of the Robertson Brothers townhome project. It would help Farmington's tax revenue, would solve problems the City bought this property to address, and it would be a lower density project to fit into that area. She cited past plans for the MTC property and the general concerns heard from the neighboring residents that ultimately caused those projects to fail. Surrounded by a historic downtown, she was concerned that a modern, trendy building would clash with the area. She stated that brownstones will be timeless over the years. Millennials want a town like Farmington, empty nesters would move into townhomes, and Millennials would move into homes the empty nesters vacate.

**Move to direct City Administration and Consultants to begin working with Robertson Brothers to prepare a purchase and development agreement for the Maxfield Training Center and related property for consideration and action by the City Council at a future meeting.**

<b>RESULT:</b>	<b>APPROVED [4-1]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	Taylor, Councilmember
<b>AYES:</b>	DeLind, LaRussa, Schneemann, Taylor
<b>NAYS:</b>	Bowman

## 5. OTHER BUSINESS

No other business was heard.

## 6. PUBLIC COMMENT

No public comment was heard.

## 7. COUNCIL COMMENT

LaRussa commended everyone involved in making the decision for developer. He stated that this is some of the toughest decision making and thanked you all for being so well informed and for being civil about it. He was excited to move on to the next step and stated that in eighteen months, Farmington has come further on this project in more than a decade. He encouraged city administration to heed what he said earlier about pushing Robertson Brothers for the

aggressive schedule offered by River Caddis. He said that he will be looking for positive answers on that topic and that shorter timelines benefit everybody.

Bowman spoke of her family's history in the Farmington area and her own association with the city and Farmington's goals and direction. She felt very strongly for the vote she made earlier in support of the River Caddis project, knowing that is the direction that Farmington really was working towards. She will continue to support the Council and the plan with Robertson Brothers, but she stood by her decision to vote for River Caddis as a once in a lifetime opportunity to bring people to the downtown and to provide an opportunity for more people to experience downtown. She was hopeful that Robertson Brothers will bring everything they said they could.

## 8. ADJOURNMENT

**Move to adjourn the meeting.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Taylor, Councilmember
<b>SECONDER:</b>	DeLind, Councilmember

The meeting adjourned at 8:33 pm.

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Sara Bowman, Mayor

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Mary Mullison, City Clerk

Approval Date:

<b>Farmington City Council Agenda Item</b>	<b>Council Meeting Date:</b> March 15, 2021	<b>Item Number 4C</b>	
<b>Submitted by:</b> Amy Norgard, Controller			
<u><b>Agenda Topic</b></u> Farmington Monthly Payments Report – February 2021			
<u><b>Proposed Motion</b></u> Approve Farmington Monthly Payments Report – February 2021			
<u><b>Background</b></u> See attachment			
<u><b>Materials Attached</b></u> AP Monthly Payments Report 022821 Pg1 AP Monthly Payments Report 022821 Pg2			
<b>Agenda Review</b>			
<b>Department Head</b>	<b>Finance/Treasurer</b>	<b>City Attorney</b>	<b>City Manager</b>



# CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

**MONTH OF FEBRUARY 2021**

<b>FUND #</b>	<b>FUND NAME</b>		<b>AMOUNT:</b>
101	GENERAL FUND	\$	231,012.19
202	MAJOR STREET FUND	\$	2,828.18
203	LOCAL STREET FUND	\$	14,693.36
401	CAPITAL IMPROVEMENT MILLAGE	\$	6,966.15
592	WATER & SEWER FUND	\$	176,660.48
595	FARMINGTON COMMUNITY THEATER FUND	\$	11,918.44
640	DPW EQUIPMENT REVOLVING FUND	\$	8,664.20
701	AGENCY FUND	\$	2,455.16
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$	41,923.95
	<b>TOTAL CITY PAYMENTS ISSUED:</b>	\$	<b>497,122.11</b>
136	47TH DISTRICT COURT FUND	\$	74,685.10
244	CORRIDOR IMPROVEMENT AUTHORITY FUND	\$	1,589.06
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$	28,911.52
260	INDIGENT DEFENSE FUND	\$	13,358.63
	<b>TOTAL OTHER ENTITIES PAYMENTS ISSUED:</b>	\$	<b>118,544.31</b>
	<b>TOTAL PAYMENTS ISSUED</b>	\$	<b>615,666.42</b>

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

# CITY OF FARMINGTON - ACH PAYMENTS REPORT

**MONTH OF FEBRUARY 2021**

<b>TRANSFER FROM:</b>	<b>TRANSFER TO:</b>	<b>DESCRIPTION:</b>	<b>AMOUNT:</b>
Agency Tax	Farmington Public Schools	Tax Payment #16	116,468.52
Agency Tax	Oakland County	Tax Payment #16	24,826.91
Agency Tax	Farmington Comm. Library	Tax Payment #16	7,191.92
Agency Tax	Farmington Public Schools	Tax Payment #17	201,017.73
Agency Tax	Oakland County	Tax Payment #17	44,719.05
Agency Tax	Farmington Comm. Library	Tax Payment #17	12,383.64
Agency Tax	Farmington Public Schools	Tax Payment #18	284,331.22
Agency Tax	Oakland County	Tax Payment #18	55,611.38
Agency Tax	Farmington Comm. Library	Tax Payment #18	16,410.94
Agency Tax	Farmington Public Schools	Tax Payment #19	307,086.60
Agency Tax	Oakland County	Tax Payment #19	59,610.20
Agency Tax	Farmington Comm. Library	Tax Payment #19	17,140.52
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	216,739.91
General Fund	Federal Gov't	W/H & FICA Payroll	78,752.23
General Fund	MERS	January Transfer	78,485.86
General Fund	MERS HCSP	January Transfer	4,675.93
General Fund	ICMA	ICMA Plans - City & Dept. Hea	18,387.70
General Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,649.84
<b>TOTAL CITY ACH TRANSFERS</b>			<b>1,545,490.10</b>
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	89,153.92
Court Fund	Federal Gov't	W/H & FICA Payroll	30,715.82
Court Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,381.48
Court Fund	ICMA	Health Savings/401 Accounts	8,896.53
Court Fund	Old National Bank	Health Savings Account	576.92
<b>TOTAL OTHER ENTITIES ACH TRANSFERS</b>			<b>130,724.67</b>



## FARMINGTON PUBLIC SAFETY DEPARTMENT

23600 Liberty Street  
Farmington, MI 48335  
248-474-4700

Ted Warthman, Public Safety Director



# MONTHLY PUBLIC SAFETY REPORT February 2021

### **Fire Alarm**

On February 5<sup>th</sup> officers and Engine 1 responded to the Rainbow Rehabilitation Center on Gill Road for a report of a fire alarm. Upon arrival officers learned from staff that an employee was cleaning the stove when some grease started smoking. The smoke activated the fire alarm, but staff was able to clear out the building by opening the windows. There was no danger on scene.

### **Larceny from Auto**

On February 6<sup>th</sup> an officer was dispatched to the Total Sports on Farmington Road for a report of a larceny from auto. Upon arrival the officer learned from the victim that she had been inside the facility when her bank notified her of suspicious purchases on her credit card. The victim noted that her purse was inside her vehicle, which was parked in the parking lot. The victim checked her vehicle and noted that the contents of her purse was spilled onto the front passenger seat. The vehicle had been unlocked.

### **Odor Investigation**

On February 6<sup>th</sup> officers and Engine 1 responded to the Monet Aesthetic Dentistry office on Freedom Road for an odor of smoke. Upon arrival officers determined that the odor was coming from an overheated outlet. The circuit breaker was turned off for that outlet and the owner was advised to contact an electrician.

### **Trespassing**

On February 11<sup>th</sup> officers responded to the Tuesday Morning retail store for a report of two women possibly stealing. Upon arrival officers learned from management that there were two middle aged women that management suspected of stealing. Officers immediately recognized one of the women as a local resident who has a history of stealing. Both women admitted that they had placed store merchandise in their purses but denied doing so with the intent to steal. Both women advised that they forgot to grab a basket, so they used their purses as a temporary bag to hold the items until they were ready to purchase. The local resident was checked for warrants and it was discovered that she had a warrant for her arrest out of Novi for stealing. The woman was arrested and turned over to the Novi Police Department. Both women were issued trespass warnings for Tuesday Morning.

## MONTHLY PUBLIC SAFETY REPORT

February 2021

### **Larceny from Auto**

On February 14<sup>th</sup> a Farmington resident reported at the Police desk that someone had stolen his wallet out of his unlocked vehicle while he was at the Shiawassee sled hill. The victim further advised that his credit card was used at the Meijer Grocery Store in Livonia. The victim does not know who stole his wallet and used his credit card. The report was forwarded to the detective bureau for further investigation.

### **Recovered Stolen Vehicle / Possession of Methamphetamines**

On February 15<sup>th</sup> officers were dispatched to the area of Grand River and Orchard Lake because OnStar reported that a stolen vehicle was heading south on Orchard Lake near Grand River. Officers located the vehicle and effected a traffic stop on it. Officers took the driver into custody for possessing the stolen vehicle and learned that the female suspect had stolen the car in Saginaw County. Officers further learned that the suspect had sold the car to the new owner, and then stole it back several days later. Officers impounded the stolen vehicle and located methamphetamine in the suspect's backpack. The suspect was turned over to the Saginaw County Sheriff's Office who was investigating the theft. The suspect will be charged for possessing the methamphetamine.

### **Solicit without a permit**

On February 19<sup>th</sup> officers responded to a home on Slocum Street for a report of two white males soliciting door to door for AT&T. Upon arrival an officer located the two subjects and noted that they did not have a permit to solicit in the City of Farmington. Both subjects were issued citations for soliciting without a permit and released.

### **Reckless Driving**

On February 21<sup>st</sup> an officer on patrol observed a Chrysler 200 travelling south on Mooney Street at a speed of 35 mph in the posted 25 mph zone with two teenage males hanging outside of the rear passenger windows. The officer stopped the vehicle and learned that no one in the vehicle had a driver's license. The driver's mother was called and was required to come to the scene. The teenagers were turned over to the mother and the teenage driver will be charged with reckless driving and never acquiring a driver's license.

### **Shots Fired**

On February 24<sup>th</sup> officers responded to the Zap Zone on Grand River after numerous 9-1-1 calls reported gunfire with potentially three victims at the location. Officers arrived on scene and found numerous spent shell casings in the parking lot. Officers checked the business and were unable to locate any victims or evidence that anyone had been struck by gun fire. Officers checked the business video camera and noted that six males had targeted an intended victim and appeared to have missed. The six suspects fled the scene in a black Dodge Ram pickup truck. The victim also fled the scene.



Farmington Public Safety Detectives released the above photos to the public in an attempt to locate persons of interest in this incident.

### **Identity Theft**

On February 26<sup>th</sup> a Sterling Heights resident came into this police department to report that she was the victim of an identity theft. The victim reports that she had recently learned that several credit card accounts had been opened in her name with thousands of dollars in charges made between 2014 and 2018. The victim reports that she had lived in Farmington during those years with her ex-boyfriend. The victim advises that her ex-boyfriend has a long criminal history of credit card fraud and she now believes that he had victimized her when she ended their relationship. The investigation was forwarded to the detective bureau.

### **Malicious Destruction of Property**

On February 27<sup>th</sup> an officer responded to the First Baptist Church for a report of a destruction of property. Upon arrival the officer met with a church staff member and learned that the staff member had video of a white male trying to pry open the church's locked mailbox. The male suspect had exited a white newer model Mazda SUV driven by an older white female. The suspect attempted several times to open the mailbox but was unsuccessful. The investigation was forwarded to the detective bureau for further investigation.

### **Arson**

On February 28<sup>th</sup> officers and Engine 1 responded to a home on Frederick Street for a kitchen fire. Upon arrival officers located several flammable items on fire on top of a stove. Officers extinguished the fire and located the resident of the home hiding in her bedroom. Officers noted that the items on the stove appeared to have been purposely placed on the burners and the burners turned on. Officers also noted that the bathtub was overflowing with water and that the resident refused to speak with officers and neighbors. Officers transported the resident to the hospital for evaluation.

### **Training**

All public safety employees (Sworn Personnel, Records Staff, Cadets, and Fire Reserves) attended a 3-hour block of instruction on cultural diversity. The training was held at Freedom Gateway Church to allow for social distancing.

MONTHLY PUBLIC SAFETY REPORT  
February 2021

**February 2021 Abbreviated Crime Report**

Crime Part	Crime Category	Feb-2021	Jan-2021	Percent Change	YTD 2021	YTD 2020	Percent Change
A	ARSON	1	0	-	1	0	-
A	ASSAULT - AGGRAVATED	2	0	-	2	0	-
A	ASSAULT - SIMPLE	0	2	-100.0%	2	8	-75.0%
A	BURGLARY - ALL OTHER	0	0	-	0	1	-100.0%
A	DAMAGE TO PROPERTY	2	0	-	2	0	-
A	DRUG OFFENSES	2	0	-	2	0	-
A	EMBEZZLEMENT	1	0	-	1	1	0.0%
A	FORGERY / COUNTERFEITING	0	0	-	0	1	-100.0%
A	FRAUD	3	4	-25.0%	7	1	600.0%
A	LARCENY - FROM AUTO (LFA)	2	4	-50.0%	6	5	20.0%
A	LARCENY - RETAIL FRAUD	0	0	-	0	1	-100.0%
A	SEX CRIME (VIOLENT)	0	0	-	0	1	-100.0%
A	WEAPONS OFFENSE	1	0	-	1	0	-
A	<b>Total</b>	<b>14</b>	<b>10</b>	<b>40.0%</b>	<b>24</b>	<b>20</b>	<b>20.0%</b>
B	ACCIDENT - HIT & RUN	0	0	-	0	1	-100.0%
B	BURGLARY - ALL OTHER	0	0	-	0	1	-100.0%
B	HEALTH AND SAFETY	1	0	-	1	1	0.0%
B	LIQUOR LAW VIOLATION	1	1	0.0%	2	3	-33.3%
B	OBSTRUCTING JUSTICE	1	0	-	1	8	-87.5%
B	OUI OF LIQUOR / DRUGS	6	3	100.0%	9	7	28.6%
B	PUBLIC PEACE	0	1	-100.0%	1	4	-75.0%
B	TRESPASSING / INVASION OF PRIVACY	0	0	-	0	1	-100.0%
B	<b>Total</b>	<b>10</b>	<b>5</b>	<b>100.0%</b>	<b>15</b>	<b>29</b>	<b>-48.3%</b>
C	ACCIDENT	20	14	42.9%	34	41	-17.1%
C	CITATION	13	10	30.0%	23	27	-14.8%
C	FAMILY OFFENSE	2	8	-75.0%	10	14	-28.6%
C	MISSING PERSON / RUNAWAY	1	0	-	1	0	-
C	SUSPICIOUS	30	44	-31.8%	74	81	-8.6%
C	WARRANT	5	8	-37.5%	13	31	-58.1%
C	<b>Total</b>	<b>386</b>	<b>431</b>	<b>-10.4%</b>	<b>817</b>	<b>1,848</b>	<b>-55.8%</b>

<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: March 15, 2021</b>	<b>Item Number 6A</b>
<b>Submitted by:</b> Melissa Andrade, Assistant to the City Manager		
<b>Agenda Topic:</b> Board and Commission Interview: Rudy Wengorovius for the Historical Commission		
<b>Proposed Motion:</b> Move to appoint Rudolph Wengorovius to the Farmington Historical Commission for a term ending March 31, 2022		
<p><b>Background:</b> The Historical Commission meets the fourth Thursday of each month at 7 p.m.</p> <p>The Historical Commission was established by the City of Farmington in 1973 for the following purpose: 1) to safeguard the heritage of the City by preserving the cultural, social, economic, political and architectural elements having historic significance; 2) to stabilize and improve property values in such districts; 3) to foster and promote civic beautification with emphasis on historical significance; 4) to promote the use of local history for education, pleasure and the welfare of the citizens of the City; and 5) to encourage the collection of records and objects which interpret the history of Farmington, and cooperate in the establishment and operation of a museum or other appropriate center for custody and display of such items.</p> <p>This term would be filling the vacancy left by Keith Grattin.</p>		
<b>Materials:</b> Application		



The City of Founded 1824

# FARMINGTON

## APPLICATION FOR CITY OF FARMINGTON BOARDS, COMMISSIONS AND COMMITTEES

Thank you for your interest in serving the City of Farmington as an appointed public representative.  
Applications will be maintained on file for future consideration

Date: 1/22/21

Name: Wengorovius William Rudolph (Rudy)  
Last First Middle

Home Address: [REDACTED] Farmington 48336  
Number & Street City Zip

Home Telephone: [REDACTED] Voting Precinct: \_\_\_\_\_

Email: [REDACTED]

Employer: Stant Corporation

Business Address: [REDACTED] [REDACTED] [REDACTED]  
Number & Street City Zip

Business Telephone: [REDACTED]

Have you been a resident of Farmington for the past 12 months? yes

Please state your reasons for volunteering to serve our community as an appointed public representative..

*I have been a resident of Farmington for 27 years  
I am proud to be a part of this community and  
would like to volunteer my time to the Historical Commission.*



PLEASE CIRCLE YOUR PREFERENCE(S)

- A. Commission on Aging
- B. Arts Commission
- C. Beautification Committee\*
- D. Board of Review
- E. Charter Review Committee
- F. Commission on Children, Youth & Families
- G. Construction Board of Appeals
- H. Downtown Development Authority
- I. Emergency Preparedness Committee
- J. Friends of the Governor Warner Mansion
- K. Grand River Corridor Improvement Authority
- L. Historical Commission
- M. Library Board of Directors
- N. Parking Advisory Committee
- O. Planning Commission
- P. Zoning Board of Appeals

\*City of Farmington residency not required

## EDUCATION ACHIEVEMENT

<u>Keettering University</u>	<u>BSME</u>	<u>1993</u>
Name of College/University	Degree	Year Attained
<hr/>		
<u>Kenowa Hills High School</u>	<u>Diploma</u>	<u>1988</u>
Name of Institution/High School	Diploma/Certificate	Year Attained

(Degree or advance education is not required for appointment consideration)

## EMPLOYMENT/PROFESSIONAL EXPERIENCE

Please describe your professional qualifications and/or employment experience.

I am a mechanical engineer and have spent my career in Project Management and business development. I am a strong leader, very well organized, & enjoy being part of a team and taking on projects.

## COMMUNITY/PUBLIC SERVICE EXPERIENCE

Please describe you previous experience with community-based organizations or other volunteer activities.

this will be my first opportunity to participate in a community based function.

## SPECIAL SKILLS AND ABILITIES

Please describe any special skills, abilities, talents, etc., that you are willing to share.

I have a good understanding of building construction and property renovation. I have personally improved two properties in the historic district. I have a strong focus on quality & attention to detail and would like to contribute to the Historical Commission



Applicant signature

Please attach any additional pages or documents and return completed application to:

City of Farmington  
c/o City Manager's Office  
23600 Liberty Street  
Farmington, Michigan 48335  
(248) 474-5500 extension 2221

**Farmington City Council  
Staff Report**

**Council Meeting  
Date:** March 15, 2021

**Item  
Number  
6B**

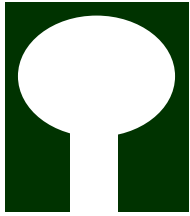
**Submitted by:** Charles Eudy, Superintendent

**Agenda Topic:** 9 Mile Booster Station Pipe Rehabilitation

**Proposed Motion:** Move to approve contract between Oakland County Water Resource Commissioners (OCWRC) office and Dixon Engineering for the 9 Mile Booster Station Pipe Rehabilitation and allow City Administration to execute contract documents.

**Background:** OCWRC has recommended to conduct Pipe Rehabilitation at the 9 Mile Water Booster Station which was placed in service in 1956. The scope, recommendation of award, project management, and oversight of the project would be the responsibility of Dixon Engineering. This project would include replacement of the bolts at the 80 pipe connections, and bolt replacement of the 14 valves. Surface preparation of the piping and painting of the pipe. Surface preparation of the steel grating and galvanized coating of the steel grating. The painting of the pipe will require the booster station to be taken out of service to control the moisture on the pipe surface. The water tank in the cemetery water will be filled by manual adjustments of an inter-connect valves from the Whittaker District to the tank district. The manual adjustments will be the responsibility of the City of Farmington Public Works Department.  
At a later date, this office will request City Council to approve the award of the Pipe Improvement Project to a qualified contractor. The expenses for this project will be split over two Fiscal Years.

**Materials:** Dixon Engineering Proposal



**DIXON**  
**ENGINEERING & INSPECTION SERVICES**  
**FOR THE COATING INDUSTRY**

1104 Third Avenue  
 Lake Odessa, MI 48849  
 Telephone: (616) 374-3221  
 Fax: (616) 374-7116

**AGREEMENT BETWEEN OWNER AND DIXON**  
**FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: \_\_\_\_\_ (“Effective date”) between **Oakland County WRC, Michigan** (“Owner”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner”) and (“DIXON”) have executed this Agreement. The Owners Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Project Administration, Prebid Meeting, Preconstruction Meeting, Miscellaneous Meeting, Pit Piping Coating Observations on the Farmington 9 Mile Pump Station** (“Project”).

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount **\$14,750**.

**Proposals / Agreement Signatures**

Thomas Rounds, Project Manager \_\_\_\_\_ March 1, 2021  
 PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer) PROPOSAL DATE

\_\_\_\_\_  
 CONTRACT APPROVED BY OWNER POSITION DATE

\_\_\_\_\_  
 Co SIGNATURE (if required) POSITION DATE

\_\_\_\_\_  
 AGREEMENT APPROVED by DIXON POSITION DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Drew Sandahl  
Address for Owner’s receipt of notices:  
Oakland County WRC  
One Public Works Dr., Building 95 West  
Waterford, MI 48328  
Email: sandahlm@oakgov.com

Designated Person: Thomas Rounds  
Address for DIXON’s receipt of notices:  
Dixon Engineering, Inc.  
1104 Third Ave.  
Lake Odessa, MI 48849  
Email: tom.rounds@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices be shall effective upon the date of receipt.

Owner and DIXON further agree as follows:

## **ARTICLE 1 SERVICES OF DIXON**

### **1.01 DIXON shall provide or cause to be provided:**

- A. Contract and Project Management (Basic) Services: EXHIBIT A Part 1
- B. Resident Project Representative (RPR): EXHIBIT A Part 1
- C. Other Services: Services beyond the scope of Exhibit A are Additional Services.

## **ARTICLE 2 OWNER'S RESPONSIBILITIES**

### **2.01 Owner shall provide or cause to be provided:**

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

## **ARTICLE 3 SCHEDULE FOR RENDERING SERVICES**

### **3.01 Commencement:**

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period of time for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

## **ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C**

## **ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP**

## **ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP**

## **ARTICLE 7 DEFINITIONS**

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meanings indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

## **ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS**

- A. EXHIBITS Included:
  - 1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
  - 2. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
  - 3. EXHIBIT C, Attachments C-1, and C-2.
  - 4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
  - 5. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
  - 1. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
  - 2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS B, D, F, and H merged with other EXHIBITS or not used.

## **ARTICLE 9 MISCELLANEOUS PROVISIONS**

**9.00** Items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. Those provisions refer mostly to services that result from this Agreement.

### **9.01 Survival:**

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

### **9.02 Severability:**

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **9.03 Successors, Assigns, and Beneficiaries:**

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

### **9.04 Waiver:**

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

### **9.05 Accrual of Claims:**

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

### **9.06 DIXON's Certifications:**

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

### **9.07 Total Agreement:**

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

**DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES**

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Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR).

**PART 1**

**A1.01 Construction Phase:**

- A. Basic Services:
  - 1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
  - 2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
  - 3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
  - 4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
  - 5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.
- B. RPR Services for Maintenance of Existing Structures
  - 1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
  - 2. Attend and document, pre-bid meeting, if any, and issue Addenda if clarifications require
  - 3. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
  - 4. Attend miscellaneous meeting when needed.
  - 5. Hold Point General:
    - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
    - b. A Hold Point Site visit is one observation trip to perform one of the functions below. The number of Site visits required are estimates.
    - c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e. exterior intermediate and pit piping primer).
    - d. The Site visit fees may vary between services (i.e. welding vs. coating) based on the higher compensated weld observer. Hold Point are itemized in EXHIBIT C, Attachment C-1.
  - 6. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary each Site visit observation.
    - a. Review abrasive and coating materials for approved manufactures.
    - b. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
    - c. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
    - d. Review coating mixing, thinning, and manufacturer's application requirements.
    - e. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).



- f. Observe wet interior using high/low voltage holiday detection.
- g. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
- 7. Hold Point Coating Pit Piping- Observe, Record, Report, and:
  - a. Set standard for low pressure water cleaning.
  - b. Verify test area meets or exceeds minimum specified standard for abrasive blast cleaning and surface profile created.
  - c. Abrasive blast cleaning prior to application of the prime coat.
  - d. Prime coat prior to application of the stripe or topcoat.
  - e. Stripe coat prior to application of the topcoat.
  - f. Topcoat for compliance with specifications.
  - g. Inspect nut and bolt replacement.
- 8. Hold Point Project Finalization:
  - a. Review all repairs not installed until after coating.
  - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
  - c. Complete observation of immediate neighbors from air for any possible roof damage.
  - d. Observe the installation of screens, light bulbs, etc.
  - e. Observe Site for restoration to pre-project conditions.
  - f. Formulate a punch list of items to complete.
  - g. Create a second punch list if needed before finalization.
  - h. Finalize the project to assure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.
- C. Construction Phase - Owner's Responsibilities:
  - 1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
  - 2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
  - 3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

**A2.01 ADDITIONAL SERVICES**

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
  - 1. All additional requested services and associated fees shall be documented by an Exhibit K, Contract Amendment signed by both parties.

**BASIS OF FEES, INVOICING AND PAYMENT**

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General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

**Part 1 BASIS OF FEES**

**C1.00 Owner's Responsibility:**

- A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

**C1.01 Basis:**

- A. Hourly rates of DIXON's employee are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C as Exhibit C Attachment 2. (Exhibit C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
  - 1. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.

**C1.02 Methods of Rate Calculation and Definitions including Limitations:**

- A. Standard Hourly Rate (SHR) Method: An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
  - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor or unforeseen project expenses. (Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases. Overtime rates apply on weekends, holiday, and over 40 hours per week. When accounting for the 40 hours it applies over 40 hours worked between Monday and Friday, weekend rates are already at Overtime rate. Holiday pay also does not contribute toward the accounting for 40 hours.)
  - 2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
  - 3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
    - a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
    - b. The estimator then calculates Reimbursable Expenses based on the same criteria.
    - c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitute full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
- C. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.

1. DIXON may use a Lump Sum for the entire project.
- D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in Unit Price methods.
  1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).
  2. Exhibit J Amendment: If Amendment changes Scope of Services then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
  2. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
  3. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.
- E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

**C1.03 Definitions including Limitations:**

- A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.
- B. RPR Services contractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
- E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

**C1.04 Fees:**

- A. Contracted Fees are detailed in this Exhibit C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are

required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses are not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
    - a. Excessive submittal review,
    - b. Excessive evaluations of proposed substitutes,
    - c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
    - d. Work is defective, require correction or replacement including additional inspection costs.
  2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

**C1.05 Estimated Fee:**

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
  3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if he remains on Site, he is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

**C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:**

- A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.

1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1<sup>st</sup> will have Attachment C-2 with effective rates through December 31 of the subsequent year.
2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

**PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:**

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this Exhibit C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
  1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30<sup>th</sup> day.
- D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

**PART 3 SELECTION OF RPR SERVICES**

**C3.01 Hold Point Observations:**

- A. The RPR travels to site complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report.

**SUMMARY OF DIXON’S COMPENSATION FEES SCHEDULE of VALUES**

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1. The total compensation for services under this Agreement is the estimated total compensation amount of **Fourteen Thousand, Seven Hundred, Fifty Dollars, \$14,750** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01-Pre-Bid Meeting			\$900	Unit Price
A1.01-Preconstruction Meeting			\$1,050	Unit Price
A1.01-Miscellaneous Meeting			\$950	Unit Price
A1.01-Other Defined Basic Services: Project Administration			\$450	Lump Sum
A1.02-RPR Critical Phase Coating	12	\$950	\$11,400	Unit Price
Total			\$14,750	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

EXHIBIT C ATTACHMENT C-2: Agreement Between  
Owner and DIXON

**STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE**

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<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$265.00	
Project Manager	\$160.00	\$240.00
Engineer	\$165.00	\$248.00
CWI Welding RPR	\$160.00-\$175.00	\$240.00-\$263.00
DIXON Level 3 or NACE Certified Level 3 RPR	\$110.00-\$145.00	\$165.00-\$217.00
DIXON Level 2 or NACE Level 2 RPR	\$100.00-\$125.00	\$150.00-\$188.00
DIXON Level 1 or NACE Level 1 RPR	\$90.00-\$109.00	\$135.00-\$164.00
Contract Support Staff	\$115.00-\$140.00	\$173.00-\$210.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.75/mile + tolls	\$0.65/mile
Lodging	\$148.00 per diem	\$138.00 per diem
Meals	\$48.00 per diem	\$41.00 per diem

**FEES EFFECTIVE THROUGH: December 31, 2021 (Revised: 8/6/2020)**

**GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR  
EXHIBITS**

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**GP1.00 Time for Completion:**

- A. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of EXHIBIT C ATTACHMENT 1 and 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's EXHIBIT C ATTACHMENT 1 and 2.
- B. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- C. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- D. If DIXON fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

**GP1.01 Opinions of Probable Construction Cost:**

- A. DIXON's opinions (if any) of probable Construction Cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON.

**GP1.02 Standards of Performance and Compliance with Laws and Regulations:**

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and the publishers or technical standards.
- D. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.



- E. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor's furnishing and performing of its work. DIXON shall not be responsible for the acts or omissions of any Constructor or for Constructor's compliance with Laws and Regulations.
- F. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Contractor.
- G. DIXON shall not be responsible for any decisions made regarding the construction Contract requirements, or any application, interpretation, clarification, or modification of the construction Contract documents other than those made by DIXON or its consultants.
- H. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.

**GP1.03 Use of Documents:**

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid and/or Contract Documents.
  - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. DIXON grants Owner a limited license to use the Documents on the Project. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. The limited license to Owner shall not create any rights in third parties.

**GP1.04 Suspension and Termination:**

- A. Suspension:
  - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
  - 2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
- B. Termination: The obligation to provide further services under this Agreement may be terminated.
  - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - 2. By DIXON:
    - a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
    - b. DIXON shall have no liability to Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.

3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.
- C. Effective Date of Termination: The terminating party under Paragraph GP1.04 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. Payments Upon Termination:
  1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
  2. The scheduled time period between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

**GP1.05 Controlling Law and Compliance with Laws and Regulations:**

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located. DIXON and Owner shall comply with state Laws and Regulations of state of Project.
- B. DIXON shall comply with any and all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02.A above, and to the extent compliance is not inconsistent with professional practice requirements.
- C. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
  1. Changes after the Effective Date to Laws and Regulations.
  2. The receipt by DIXON; or changes after the Effective Date of Owner-provided written policies and procedures.
- D. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700-18 "Standard General Conditions of the Construction Contract" (2018 Edition), prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

**GP1.06 Dispute Resolution**

- A. Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.
- B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party have any financial or relational control over any panel member. DIXON will select, based on expertise in the area of dispute. (DIXON pays fees for their panel member, Owner pays fees of their member and third member's fees are to be paid as direct by the panel, even if their final dispute resolution is not accepted).
- C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

**GP1.07 Environmental Condition of Site:**

- A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, that there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.

- B. Constituents of Concern in the Coating Industry- DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Known C of C.
- C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.
- D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON’s activities under this Agreement.

**INSURANCE REQUIREMENTS AND LIABILITY CONCERNS**

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The Agreement is supplemented to include the following agreement of the parties:

**IR1.00 Insurance:**

- A. The limits of liability for the insurance required on this project are as follows:
- B. By DIXON:
  - 1. Workers' Compensation: Statutory
  - 2. Employer's Liability --
    - 1) Bodily injury, each accident: \$1,000,000
    - 2) Bodily injury by disease, each employee: \$1,000,000
    - 3) Bodily injury/disease, aggregate: \$1,000,000
  - 3. General Liability --
    - 1) Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
    - 2) General Aggregate \$2,000,000
  - 4. Excess or Umbrella Liability
    - 1) Per Occurrence: \$5,000,000
    - 2) General Aggregate: \$5,000,000
  - 5. Automobile Liability
    - 1) Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000
  - 6. Professional Liability --
    - 1) Each Claim Made \$2,000,000
    - 2) Annual Aggregate \$2,000,000
- C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.
- F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.
- G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON

shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.

I. Definitions:

1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
2. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

**IR1.01 Limitation of Liability:**

- A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, through, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

**IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:**

- A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement. DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

**IR1.03 Percentage Share of Negligence:**

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

<b>Farmington City Council Agenda Item</b>	<b>Council Meeting Date:</b> March 15, 2021	<b>Item Number</b>  6C	
<b>Submitted by</b> Charles Eudy, Superintendent			
<b>Agenda Topic</b> Nine Mile Retention Capital Improvements			
<b>Proposed Motion</b> Move to approve recommendation of award for repairs to cell #1 at the 9 Mile Retention Facility and allow City Administration to execute contract documents.			
<b>Background</b> <p>Several years ago, City Administration and Oakland County Water Resource Commissioner (OCWRC) developed a five-year Capital Improvement Plan for the Nine Mile Retention and Nine Mile Booster Facility's. OCWRC manages 6 similar facilities to Nine Mile Retention Facility and multiple water booster stations. Target items OCWRC recommended for repairs next fiscal year includes repairs to Basin No.1 Joint sealing, Pump #2 Rehabilitation, and Lighting Rehabilitation in all 3 containment cells.</p> <p>OCWRC solicited bids from contractors and following QBS (quality bid selection) protocol for the repairs to Basin No 1. OCWRC is recommending awarding the project to CSM Mechanical. CSM Mechanical has conducted the Joint Sealing in Basin #2 &amp; #3.</p> <p>This work is to be budgeted and completed in the 21/22 Fiscal year. Due to the limited availability of contractors and other work scheduled at the 9 Mile Retention we are requesting City Council to approve the proposed project so it may proceed as soon as possible.</p>			
<b>Materials Attached</b> CSM Mechanical Quote # CSM10.15.20 OCWRC Recommendation			
<b>Agenda Review</b>			
<b>Department Head</b>	<b>Finance/Treasurer</b>	<b>City Attorney</b>	<b>City Manager</b>





October 15, 2020

**REFERENCE:** Farmington Hills Retention Basin

**Quotation No.:** CSM 10.15.20

**SUBJECT:** Basin expansion joint caulking services

**CSM Mechanical, LLC** is pleased to submit a proposal for the removal and installation of caulk/expansion joint compound at the Farmington Hills retention basin facility in Farmington Hills, Michigan.

**OUR PROPOSAL FOR THE RETENTION BASIN INCLUDES:**

- Provide job-site supervision, safety standards, job-site mobilization and de-mobilization services
- Provide necessary crane, mobile personnel and material lifts, in addition to the rigging equipment required to perform the mechanical duties as they relate to this proposal
- Provide skilled labor, materials, equipment and consumables necessary for the removal of the existing caulk/expansion joint compound by grinding, the cleaning of the existing expansion joint with compressed air and the procurement, placement and installation of new self-leveling elastomeric caulk/expansion joint compound
- Job-site removal of debris and clean-up

**OUR PRICE TO PROVIDE THE ABOVE SERVICES IS:** **\$14,380.00**

**VOLUNTARY ALTERNATE**

Provide temporary thermal conditioning (supplemental heat) to the retention basis during the proposed caulking installation process. The expense associated with the performance of temporary heating during the winter months is an **ADD of \$6,800.00**.

**QUALIFICATIONS:**

- Payment and/or Performance bonding has been excluded from this proposal
- Cleaning, disinfecting and/or sanitizing of any sort has been excluded from this proposal
- Architectural cutting and/or patching or roofing has been excluded from this proposal
- Overtime (premium) working hours have been excluded from this proposal

This proposal has allowed for LUMP SUM billing practices and payment terms are Net (30) days per occurrence

This proposal is based on straight time working hours of Monday through Friday, 7:00 am until 3:30 pm. This quotation is valid for thirty (30) days.

If you have any further questions regarding the above proposal, please contact our office at your earliest convenience. We will proceed with the work upon receipt of signed proposal.

Respectfully,  
**CSM MECHANICAL, LLC**

**Craig S. Mortz**  
Cc: File

7400 Hickory Valley Drive • Fenton, MI 48430 • Phone (248) 302-2078 • Fax (517) 540-9704



March 3, 2021

Chuck Eudy  
City of Farmington, Public Works Superintendent  
23600 Liberty Street  
Farmington, MI 48335

Re: Oakland County Water Resources Commissioner Office  
Farmington Retention Basin  
Basin #1 Joint Repair

Dear Mr. Eudy:

WRC has basin #1 joint restoration at the Retention Basin planned in the Long Range Plan Update letter dated March 3, 2021. This restoration would be performed by CSM Mechanical (CSM). CSM previously performed restoration for the joints in basins #2 and #3. Attached to this letter is CSM's proposal to perform this work. This work will not commence until after July 1, 2021 to align with the start of your fiscal year.

The following is WRC's estimate to restore the joints.

Contracted Services - \$14,380

WRC Services - \$2,020

Contingency - \$600

**TOTAL - \$17,000**

We will await your approval prior to starting this work.

Sincerely,

*M. Drew Sandahl*

M. Drew Sandahl, P.E.  
Assistant Chief Engineer

Attachments

***Purely Resourceful***

**Farmington City Council  
Staff Report**

**Council Meeting  
Date:** March 15, 2021

**Item  
Number  
6D**

**Submitted by:** Charles Eudy, Superintendent

**Agenda Topic:** 9 Mile Retention Basin Lighting

**Proposed Motion:** Move to award 9 Mile Retention containment basin lighting improvements to Michigan Electrical Services and authorize City Administration to execute contract documents.

**Background:**

Annually during the budget planning cycle administrative staff met with Oakland County Water Resource Commission (OCWRC) to review the Farmington Retention Basin Long Range Plan (LRP). In February 2021 OCWRC recommended to secure quotes for lighting replacements on the containment cells. Three quotes were secured from two (2) OCWRC vendors and one (1) from the City of Farmington electrical contractor, Michigan Electrical Services in the amount of \$55,352.40 and to include approximately 10% contingency funds for a total allocation of \$60,000 for the lighting replacements.

The lighting replacements is quite challenging due to the lights are located in a designated confined entry location, 28 feet above the containment floor, and in a NFPA Class I Division 1&2 hazardous location. Each light fixture replacement will require the assembly of scaffolding. There are 4 light fixtures in each cell. If there is a potential of inclement weather, the scaffolding will be required to be removed from the cell at the conclusion of each day's work.

This work is to be budgeted and completed in the 21/22 Fiscal year. Due to the 10 week lead time of ordering the fixtures and the volatility of the supply chain we are requesting City Council to approve the proposed project so it may proceed as soon as possible.

**Quotes:**

Michigan Electrical Services	\$55,352.40
Shaw Electric	\$75,139.00
Rotor Electric	\$162,931.00

**Materials:**

Michigan Electrical Services Quote # 221631

## 9 MILE - CELLS

John Velinski  
Appleton Group

Lighting Layout inbox: [appgrp.lighting\\_layout@emerson.com](mailto:appgrp.lighting_layout@emerson.com)

REPORT NUMBER: LA-200210-D  
REVISION: R0

PROJECT NAME: 9 MILE – CELL #1, #2 & #3

FIXTURE SERIES: CODEMASTER LED  
CATALOG: CMLEDA903G5BU

MOUNTING HEIGHT: 23' 6"

PREPARED FOR: Vincent Vuljaj  
PREPARED BY: John Velinski, Application Engineer  
November 18, 2020

Revision:

Date: 11 / 18 / 2020  
Operator:

Appleton Group  
9377 W. Higgins Rd  
Rosemont, IL 60018

Operator  
Telephone  
Fax  
e-Mail [appgrp.lighting\\_layout@emerson.com](mailto:appgrp.lighting_layout@emerson.com)

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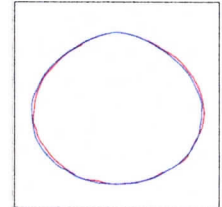
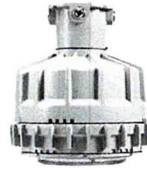
Appleton Group  
9377 W. Higgins Rd  
Rosemont, IL 60018

Operator  
Telephone  
Fax  
e-Mail [appgrp.lighting\\_layout@emerson.com](mailto:appgrp.lighting_layout@emerson.com)

---

**9 MILE - CELLS / Luminaire parts list**

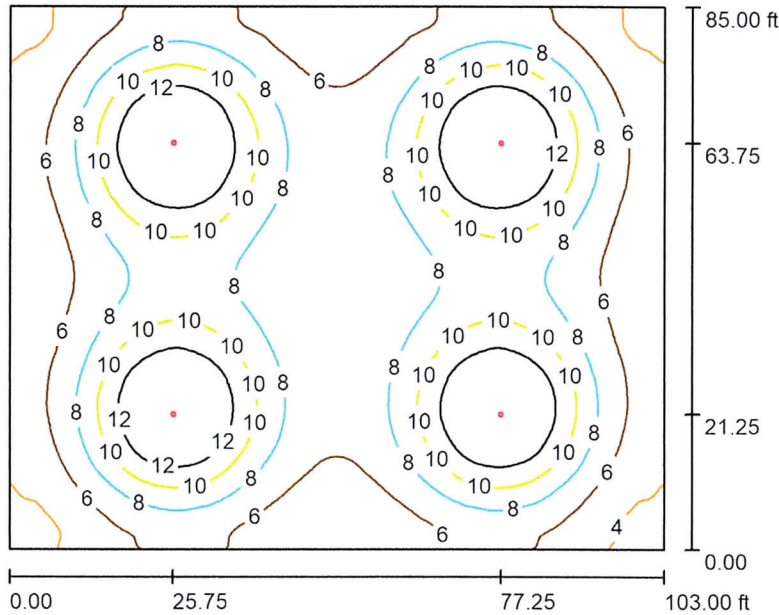
12 Pieces APPLETON CMLED90G5BU CODEMASTER  
LED 750 W NEMA TYPE V  
Article No.: CMLED90G5BU  
Luminous flux (Luminaire): 19336 lm  
Luminous flux (Lamps): 19336 lm  
Luminaire Wattage: 157.4 W  
Luminaire classification according to CIE: 100  
CIE flux code: 46 80 97 100 100  
Fitting: 1 x led (Correction Factor 1.000).



Appleton Group  
 9377 W. Higgins Rd  
 Rosemont, IL 60018

Operator  
 Telephone  
 Fax  
 e-Mail appgrp.lighting\_layout@emerson.com

**Cell #1 / Summary**



Height of Room: 25.000 ft, Mounting Height: 23.500 ft, Light loss factor: 0.90 Values in Footcandles, Scale 1:333

Surface	$\rho$ [%]	$E_{av}$ [fc]	$E_{min}$ [fc]	$E_{max}$ [fc]	$u_0$
Workplane	/	8.13	3.17	16	0.389
Floor	40	7.82	3.51	13	0.449
Ceiling	60	2.70	1.56	3.73	0.577
Walls (4)	50	4.02	1.65	7.28	/

**Workplane:**

Height: 3.000 ft  
 Grid: 128 x 128 Points  
 Boundary Zone: 0.000 ft

Illuminance Quotient (according to LG7): Walls / Working Plane: 0.475, Ceiling / Working Plane: 0.332.

**Luminaire Parts List**

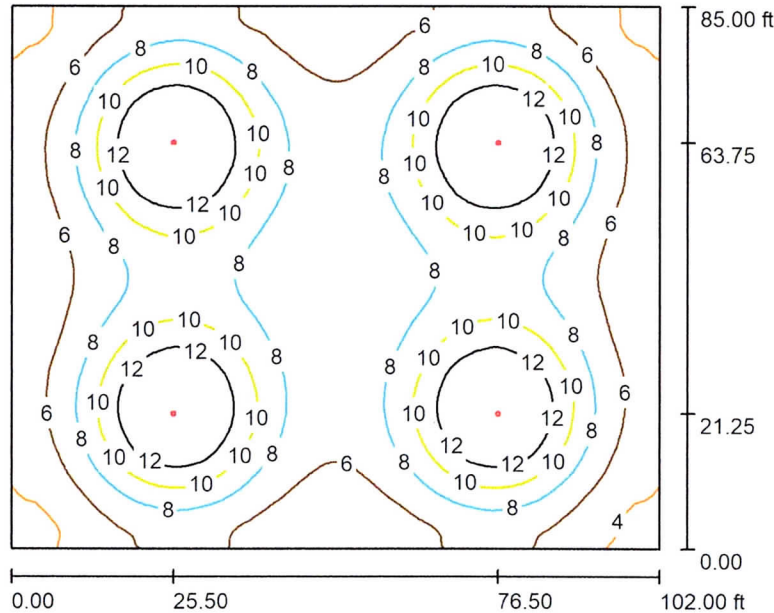
No.	Pieces	Designation (Correction Factor)	$\Phi$ (Luminaire) [lm]	$\Phi$ (Lamps) [lm]	P [W]
1	4	APPLETON CMLED90G5BU CODEMASTER LED 750 W NEMA TYPE V (1.000)	19336	19336	157.4
Total:			77345	77345	629.6

Specific connected load: 0.07 W/sq ft = 0.09 W/sq ft/10 fc (Ground area: 8755.20 sq ft)

Appleton Group  
 9377 W. Higgins Rd  
 Rosemont, IL 60018

Operator  
 Telephone  
 Fax  
 e-Mail appgrp.lighting\_layout@emerson.com

**Cell #2 / Summary**



Height of Room: 25.000 ft, Mounting Height: 23.500 ft, Light loss factor: 0.90 Values in Footcandles, Scale 1:333

Surface	$\rho$ [%]	$E_{av}$ [fc]	$E_{min}$ [fc]	$E_{max}$ [fc]	$u_0$
Workplane	/	8.20	3.21	16	0.392
Floor	40	7.88	3.52	13	0.446
Ceiling	60	2.72	1.57	3.75	0.578
Walls (4)	50	4.06	1.67	7.28	/

**Workplane:**

Height: 3.000 ft  
 Grid: 128 x 128 Points  
 Boundary Zone: 0.000 ft

Illuminance Quotient (according to LG7): Walls / Working Plane: 0.477, Ceiling / Working Plane: 0.332.

**Luminaire Parts List**

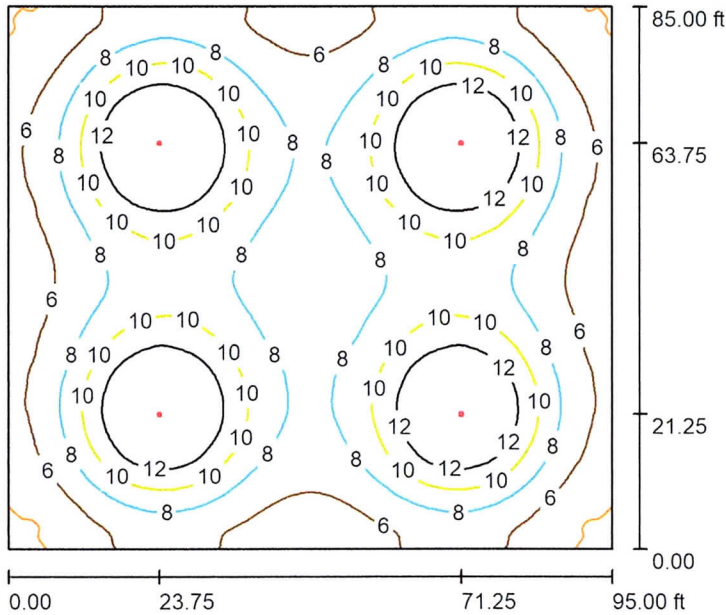
No.	Pieces	Designation (Correction Factor)	$\Phi$ (Luminaire) [lm]	$\Phi$ (Lamps) [lm]	P [W]
1	4	APPLETON CMLED90G5BU CODEMASTER LED 750 W NEMA TYPE V (1.000)	19336	19336	157.4
Total:			77345	77345	629.6

Specific connected load: 0.07 W/sq ft = 0.09 W/sq ft/10 fc (Ground area: 8670.20 sq ft)

Appleton Group  
 9377 W. Higgins Rd  
 Rosemont, IL 60018

Operator  
 Telephone  
 Fax  
 e-Mail appgrp.lighting\_layout@emerson.com

**Cell #3 / Summary**



Height of Room: 25.000 ft, Mounting Height: 23.500 ft, Light loss factor: 0.90 Values in Footcandles, Scale 1:333

Surface	$\rho$ [%]	$E_{av}$ [fc]	$E_{min}$ [fc]	$E_{max}$ [fc]	$u_0$
Workplane	/	8.70	3.59	16	0.413
Floor	40	8.35	3.89	13	0.466
Ceiling	60	2.88	1.71	3.92	0.595
Walls (4)	50	4.36	1.85	7.46	/

**Workplane:**

Height: 3.000 ft  
 Grid: 128 x 128 Points  
 Boundary Zone: 0.000 ft

Illuminance Quotient (according to LG7): Walls / Working Plane: 0.479, Ceiling / Working Plane: 0.331.

**Luminaire Parts List**

No.	Pieces	Designation (Correction Factor)	$\Phi$ (Luminaire) [lm]	$\Phi$ (Lamps) [lm]	P [W]
1	4	APPLETON CMLED90G5BU CODEMASTER LED 750 W NEMA TYPE V (1.000)	19336	19336	157.4
Total:			77345	77345	629.6

Specific connected load: 0.08 W/sq ft = 0.09 W/sq ft/10 fc (Ground area: 8075.19 sq ft)





# Michigan Electrical Service, LLC

16452 Whispering Meadows Dr.  
Stockbridge, MI. 49285

Phone: 517-899-8726  
Email: tom@mielectricalserv.com

# Estimate

Date	Estimate #
12/14/2020	221631

Name / Address
City of Farmington 33720 West Nine Mile Rd Farmington, Mi. 48335

			Project
Description	Qty	Rate	Total
-----NINE MILE RETENTION LIGHTING-----			
Supply and install 12- Appleton CMLEDA903G5BU Explosion, Dust-Ignition proof light fixtures, 4- in each cell to replace existing Metal Halide light fixtures.	12	3,843.16	46,117.92
Supply and install 4- Appleton ERMB42CCLBUNGW Explosion, Dust-Ignition proof light fixtures inside of entry doors to replace existing fixtures.	4	1,933.62	7,734.48
Equip Rental		1,500.00	1,500.00
NOTE: If any conduit and wiring need to be replaced it will be billed at \$200.00 per 10' section.			
NOTE: 10 week lead time on fixtures.			

Price firm for acceptance until 05/01/2021	<b>Subtotal</b>	\$55,352.40
Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. Payments will be made as authorized above.	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$55,352.40

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Code•Master™ LED Factory Sealed Luminaires

Explosionproof, Dust-Ignitionproof

## NEC/CEC:

Class I, Division 1 and 2, Groups B, C, D ①  
 Class I, Zone 1, Groups IIA, IIB, IIB + H<sub>2</sub>  
 Class II, Division 1, Group E, F, G  
 Class II, Division 2, Group F, G

## NEC/CEC:

Class III  
 Simultaneous Exposure  
 Type 3R, 4X  
 IP66/67

## NEC/CEC:

Suitable for Use in Wet Locations  
 Marine Outside Type (Salt Water) ⌘  
 Approved for use in Paint Spray Booths

## Applications

- Explosionproof fixtures suitable for use in:
  - A wide range of hazardous areas where ignitable vapors, dust, moisture and corrosive elements are present
  - Areas where access to relamp is difficult, reliability is essential, and environment is costly to maintain. Consistent light levels maintained regardless of cold temperatures
  - Areas requiring frequent on-and-off of lights or power cycling- no warm up time required
  - Type 4X, marine, wet locations and hose-down environments
  - Areas with high energy costs- Code•Master LED consumes 50% or more less power than its HID equivalent
- Typical applications include:
  - Chemical
  - Oil, Gas, and Petrochemical
  - Pulp and Paper
  - Foundries
  - Manufacturing
  - Waste and sewage treatment
  - Pharmaceutical
  - Mining
  - Power Generation
  - Paint Spray Booths

## Features

- Fixture operates safely in high ambient temperatures -40 °C up to +65 °C (-40 °F up to +149 °F)
- 60,000+ hours rated life eliminates the need for frequent relamping

Nominal Lumens ②	HID Equivalent	Model Number
3,700	100W	CMLED10
5,400	150W	CMLED15
7,900	175W	CMLED17
10,000	250W	CMLED25
11,600	350W	CMLED35
13,600	400W	CMLED40
16,700	600W	CMLED75
19,300	750W	CMLED90

- Choice of color temperature (CCT): 5000K cool white, 4000K neutral white or 3000K warm white.
- Choice of optics for optimal light distribution in a variety of applications, NEMA Type V and Type V Wide.
- Arrangement of heat-producing components results in more efficient heat dissipation for cooler fixture operation.
- All threaded joints are flame-tight.
- Fixture housing and mounting hoods are copperfree cast aluminum with baked epoxy finish. All exposed hardware is stainless steel.
- Aluminum body utilizes the same Code•Master HID mounting hoods, and is an easy retrofit for existing Code•Master HID installations; can be pendant, ceiling, wall, or stanchion mounted.
- Acme double-lead threads speed installation and fixture removal from mounting hood – only half as many turns are required as for single-lead threads. The threads do not stick or gall, eliminating the troublesome problems often encountered with single lead threads during fixture unit removal.



- Safe, easy servicing without disconnecting any wiring. “Wireless” fixture unit easily threads off mounting hood for convenient servicing or for immediate replacement with a “stand-by” unit.
- Factory sealed. External seals not required.
- Globe and driver are all field replaceable.
- LED arrays generate light outputs from 2,100 to 19,000+ lumens (an equivalent of 70 W HID to 750 W HID lamps) providing exceptional efficacy
- Choice of replaceable clear or diffused glass globe.
- Universal, high efficiency, drivers cover voltage requirements for 120-277 Vac 50/60 Hz, 125-300 Vdc and 347-480 Vac, 50/60 Hz, Volts +/- 10%.
- 6KV standard surge suppression for 347-480 Vac and 120-277 Vac input.
- Photometric data and electronic drawings available upon request.
- Approved for use in paint spray booths.

## Standard Materials

- Mounting hoods and bodies: cast copperfree (4/10 of 1% max.) aluminum
- All hardware, catch assemblies and yoke bracket: stainless steel
- Gaskets: silicone
- Globe: explosionproof glass

## Standard Finishes

- Mounting hoods, bodies, and guards: baked gray epoxy clad finish, electrostatically applied for complete uniform protection

## Options

- Safety cable, add suffix **-C**.
- Lens guard, add suffix **-G**.
- Fusing, add suffix **-F** ⌘.

## NEC/CEC Certifications and Compliances

- UL Standard: UL 50, UL 50E, UL 844, UL 1598, UL 1598A, UL 8750
- CSA Standard: CAN/CSA-C22.2 No. 94.1-07 (R2012), CAN/CSA-C22.2 No. 94.2-07 (R2012), CAN/CSA-C22.2 No. 137-M1981 (R2009), CAN/CSA-C22.2 No. 250.0-08 (R2013), CAN/CSA-C22.2 No. 250.13, CAN/CSA-C22.2 No. 60529-05 (R2010)
- ANSI Standard: ANSI/IEC 60529
- cCSAus Certified: 70030675

① Complete Code•Master LED luminaire consists of fixture unit and a mounting hood. For Group B applications a Group B rated mounting hood must be used.

② Nominal light value for 5000K clear glass globe.

⌘ Use of a fuse voids Marine Outside Type (Salt Water) rating.

LED/AREA: NEC/CEC EXPLOSIONPROOF/ATEX/IECx FLAMEPROOF/INCREASED SAFETY

APPLETON™

# Code•Master™ LED Factory Sealed Luminaires

## Explosionproof, Dust-Ignitionproof

**NEC/CEC:**

Class I, Division 1 and 2, Groups B, C, D ①  
 Class I, Zone 1, Groups IIA, IIB, IIB + H<sub>2</sub>  
 Class II, Division 1, Group E, F, G  
 Class II, Division 2, Group F, G

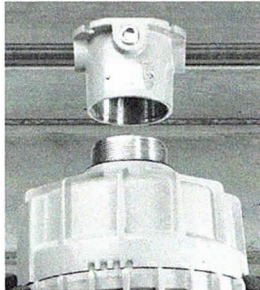
**NEC/CEC:**

Class III  
 Simultaneous Exposure  
 Type 3R, 4X  
 IP66/67

**NEC/CEC:**

Suitable for Use in Wet Locations  
 Marine Outside Type (Salt Water) ‡  
 Approved for use in Paint Spray Booths

### Illustrated Features



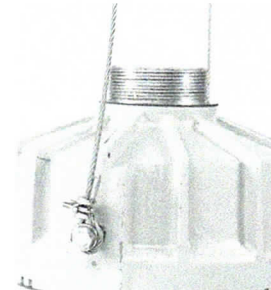
**Mounting Hood Compatibility**

Code•Master LED is compatible with existing Code•Master mounting hoods. For easy installation, install and wire the mounting hood and simply thread in fixture. Double lead Acme threads are provided for ease of installation.



**Rugged and Durable Housing**

Mounting hoods and bodies are copper free aluminum with baked epoxy-clad finish, electrostatically applied for complete uniform protection.



**Optional Safety Cable**

Provides secondary retention for lighting fixtures.



**Driver Assembly**

Driver can be easily accessed and replaced.



**Optional Fusing \***

Fuse kit includes fuse, fuse holder and necessary hardware for field installation.



**Optional Trunnion/Yoke Mount**

Trunnion/yoke mount allows the fixture to be aimed in a desired position.



**Replaceable Globe Assembly**

The replaceable globe assembly is available with clear or diffuse glass.



**Optional Wire Guard**

Stainless steel wire guard can be used for additional protection.

① Complete Code•Master LED luminaire consists of fixture unit and a mounting hood. For Group B applications a Group B rated mounting hood must be used.  
 ‡ Use of a fuse voids Marine Outside Type (Salt Water) rating.



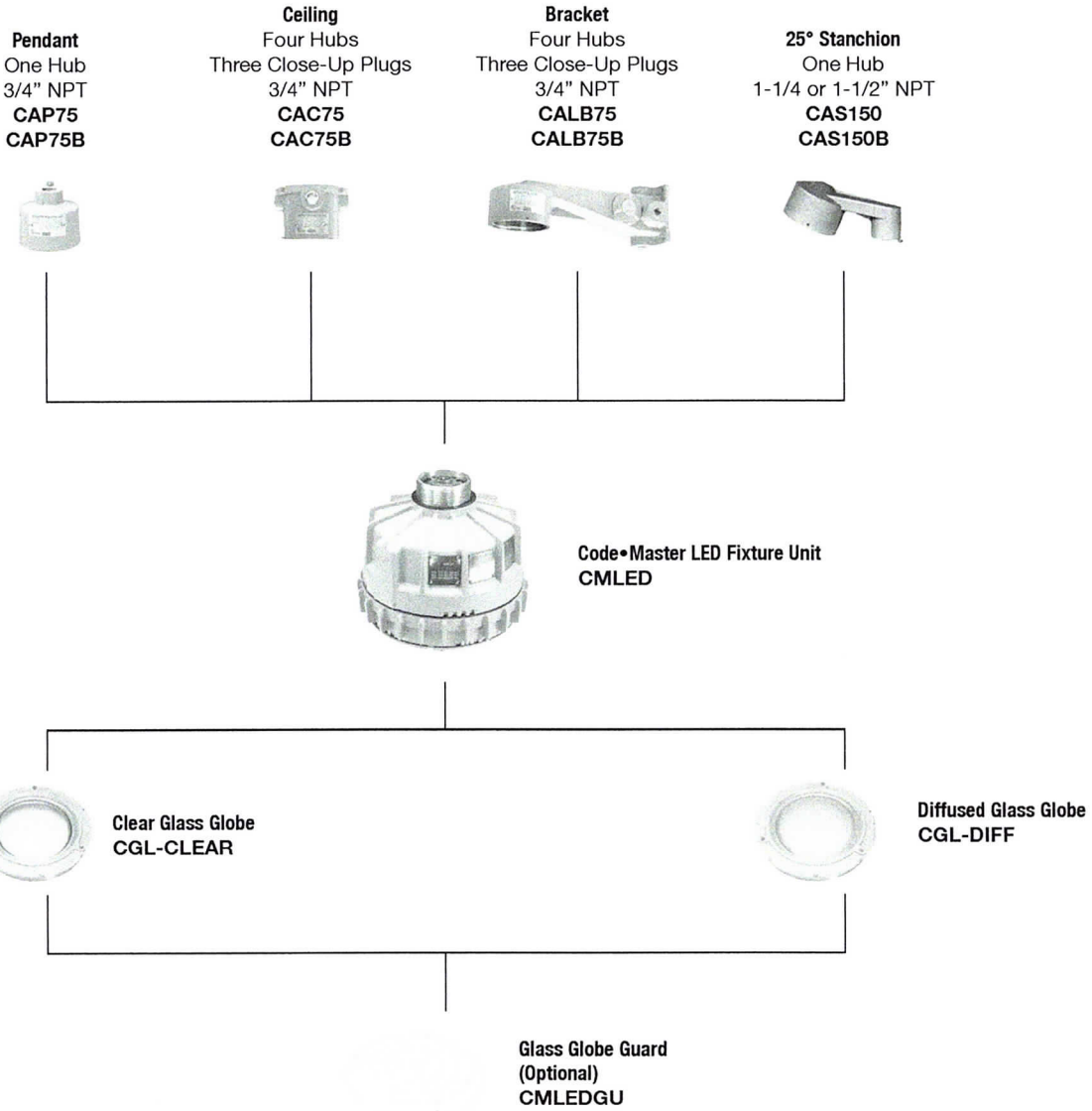
# Code•Master™ LED Factory Sealed Luminaires

Explosionproof, Dust-Ignitionproof

**NEC/CEC:**  
 Class I, Division 1 and 2, Groups B, C, D ①  
 Class I, Zone 1, Groups IIA, IIB, IIB + H<sub>2</sub>  
 Class II, Division 1, Group E, F, G  
 Class II, Division 2, Group F, G

**NEC/CEC:**  
 Class III  
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 Type 3R, 4X  
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**NEC/CEC:**  
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 Marine Outside Type (Salt Water) ⌘  
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① Complete Code•Master LED luminaire consists of fixture unit and a mounting hood. For Group B applications a Group B rated mounting hood must be used.  
 ⌘ Use of a fuse voids Marine Outside Type (Salt Water) rating.

LED/AREA: NEC/CEC EXPLOSIONPROOF/ATEX/IEC: FLAMEPROOF/INCREASED SAFETY

APPLETON™

# Code•Master™ LED Factory Sealed Luminaires

Explosionproof, Dust-Ignitionproof

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Class I, Division 1 and 2, Groups B, C, D ①  
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 Class II, Division 2, Group F, G

**NEC/CEC:**

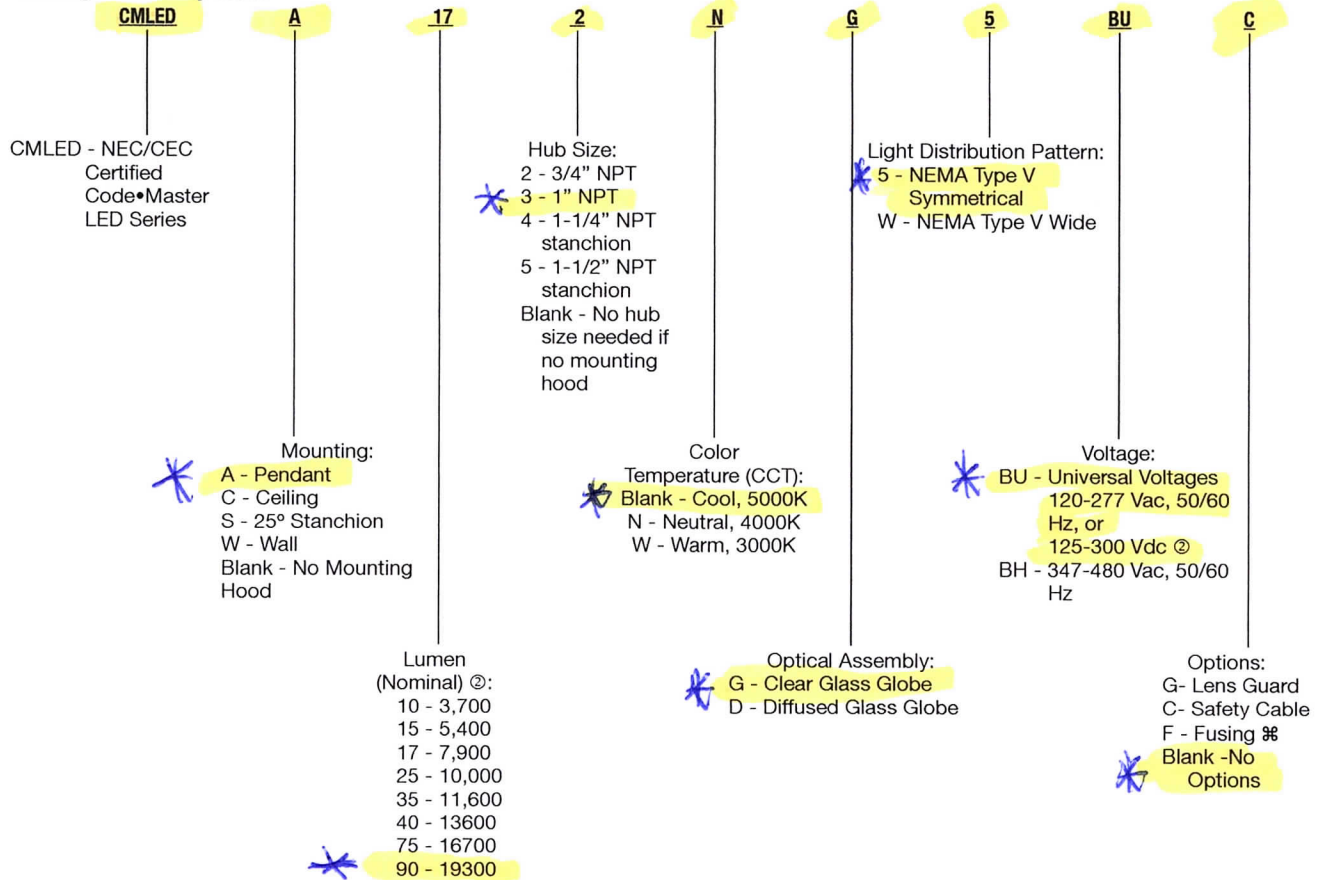
Class III  
 Simultaneous Exposure  
 Type 3R, 4X  
 IP66/67

**NEC/CEC:**

Suitable for Use in Wet Locations  
 Marine Outside Type (Salt Water) ⌘  
 Approved for use in Paint Spray Booths

Order using catalog numbering guides below or select catalog number from tables on following pages.

**Catalog Numbering Guide**



LED/AIA: NEC/CEC EXPLOSIONPROOF/AIEX/IEC: FLAMEPROOF/INHALE/SU SAFETY

**APPLETON™**

① Complete Code•Master LED luminaire consists of fixture unit and a mounting hood. For Group B applications a Group B rated mounting hood must be used.  
 ② Nominal light value for 5000K clear glass globe.  
 ⌘ Use of a fuse voids Marine Outside Type (Salt Water) rating.

# Code•Master™ LED Factory Sealed Luminaires

Explosionproof, Dust-Ignitionproof

**NEC/CEC:**

Class I, Division 1 and 2, Groups B, C, D ①  
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 Class II, Division 1, Group E, F, G  
 Class II, Division 2, Group F, G

**NEC/CEC:**

Class III  
 Simultaneous Exposure  
 Type 3R, 4X  
 IP66/67

**NEC/CEC:**

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 Approved for use in Paint Spray Booths

Type ②	Ambient Temperature C° (F°)	Supply Wire Temperature C° (F°)	Class I, Division 1 (Gas)	Class I, Zone 1 (Gas)	Class II Division 1 (Dust) & Simultaneous Exposure
CMLED10	40 (104)	90 (104)	T6	T6	T6
	55 (131)	90 (104)	T6	T6	T6
	65 (140)	90 (104)	T6	T6	T6
CMLED15	40 (104)	90 (104)	T6	T6	T6
	55 (131)	90 (104)	T6	T6	T6
	65 (140)	90 (104)	T6	T6	T6
CMLED17	40 (104)	90 (104)	T6	T6	T6
	55 (131)	90 (104)	T6	T6	T6
	65 (140)	90 (104)	T5	T5	T5
CMLED25	40 (104)	90 (104)	T6	T6	T6
	55 (131)	90 (104)	T6	T6	T5
	65 (140)	90 (104)	T5	T5	T5
CMLED35	40 (104)	90 (104)	T6	T6	T6
	55 (131)	90 (104)	T5	T5	T75
	65 (140)	90 (104)	T5	T5	T4A
CMLED40	40 (104)	90 (104)	T6	T6	T6
	55 (131)	90 (104)	T5	T5	T5
	65 (140)	90 (104)	T4A	T4	T4A
CMLED75	40 (104)	90 (104)	T5	T5	T5
	55 (131)	90 (104)	T5	T5	T4A
	65 (140)	90 (104)	T4A	T4	T4A
CMLED90	40 (104)	90 (104)	T5	T5	T4A
	55 (131)	90 (104)	T4A	T4	T4A

“T” Numbers Represent the Maximum Surface Temperature for Class I, Division 1 locations and Maximum Surface Temperature Under Dust Blanket for Class II, Division 1 Locations.

“T” #	T1	350	325	T2	T2A	T2B	T2C	T2D	T3	T3A	T3B	T3C	T4	T4A	T5	T6
Temp. Range °C (°F)	351-450 (664-842)	326-350 (619-662)	301-325 (574-617)	281-300 (538-572)	261-280 (502-536)	231-260 (448-500)	216-230 (421-446)	201-215 (394-419)	181-200 (358-392)	166-180 (331-356)	161-165 (322-329)	136-160 (277-320)	121-135 (250-275)	101-120 (214-248)	86-100 (187-212)	85 (185)

① Complete Code•Master LED luminaire consists of fixture unit and a mounting hood. For Group B applications a Group B rated mounting hood must be used.

② T-Codes are using the “APMS” drivers.

⌘ Use of a fuse voids Marine Outside Type (Salt Water) rating.

LED/AREA: NEC/CEC EXPLOSIONPROOF/ATEX/IEC-x FLAMEPROOF/INCREASED SAFETY

APPLETON™



# Code•Master™ LED Factory Sealed Luminaires

Explosionproof, Dust-Ignitionproof

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Class I, Division 1 and 2, Groups B, C, D ①  
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**NEC/CEC:**

Class III  
 Simultaneous Exposure  
 Type 3R, 4X  
 IP66/67

**NEC/CEC:**

Suitable for Use in Wet Locations  
 Marine Outside Type (Salt Water) ‡  
 Approved for use in Paint Spray Booths

**Lumen Output for Clear Glass Globe**

		Lumen Output (Efficacy) for Clear Glass Globe ②								
		CMLED10	CMLED15	CMLED17	CMLED25	CMLED35	CMLED40	CMLED75	CMLED90	
* Type V	5000K CCT, 70 CRI	3700 (123)	5400 (120)	7900 (132)	10000 (130)	11600 (128)	13600 (131)	16700 (126)	19300 (123)	
	Type V Wide	3300 (108)	5000 (112)	7200 (120)	8900 (117)	10400 (115)	11800 (114)	14500 (110)	16700 (106)	
	Type V	4000K CCT, 80 CRI	3600 (117)	5100 (115)	7900 (131)	9900 (130)	11600 (128)	13500 (131)	16600 (127)	19300 (122)
	Type V Wide	4000K CCT, 80 CRI	3300 (108)	4700 (105)	7100 (118)	8800 (115)	10300 (113)	11600 (112)	14200 (109)	16400 (105)
	Type V	3000K CCT, 80 CRI	3200 (106)	4600 (104)	7200 (120)	9100 (119)	10600 (117)	12000 (117)	14700 (112)	17100 (109)
	Type V Wide	3000K CCT, 80 CRI	3000 (97)	4200 (95)	6500 (108)	8000 (105)	9400 (103)	10600 (103)	13000 (99)	15000 (95)

**Lumen Output (Efficacy) for Diffused Glass Globe**

		CMLED10	CMLED15	CMLED17	CMLED25	CMLED35	CMLED40	CMLED75	CMLED90
Type V	5000K CCT, 70 CRI	3200 (106)	4600 (104)	6500 (109)	8300 (108)	9600 (106)	11200 (109)	13700 (104)	15800 (101)
Type V Wide	5000K CCT, 70 CRI	2600 (84)	3900 (88)	5700 (95)	7100 (92)	8300 (91)	9400 (91)	11500 (88)	13200 (84)
Type V	4000K CCT, 80 CRI	3100 (100)	4400 (99)	6500 (109)	8200 (107)	9600 (106)	11200 (108)	13700 (104)	15700 (100)
Type V Wide	4000K CCT, 80 CRI	2600 (84)	3700 (83)	5600 (94)	7000 (91)	8200 (90)	9200 (90)	11300 (86)	13100 (83)
Type V	3000K CCT, 80 CRI	2800 (91)	4000 (89)	5900 (99)	7500 (98)	8800 (96)	9900 (96)	12200 (93)	14100 (90)
Type V Wide	3000K CCT, 80 CRI	2300 (76)	3300 (75)	5200 (86)	6400 (84)	7500 (82)	8500 (82)	10400 (79)	12000 (76)

① Complete Code•Master LED luminaire consists of fixture unit and a mounting hood. For Group B applications a Group B rated mounting hood must be used.  
 ② All lumen values are typical (tolerance +/- 10%).  
 ‡ Use of a fuse voids Marine Outside Type (Salt Water) rating.

IEC/EN 60598-1/2/3/4/5/6/7/8/9/10/11/12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200

APPLETON™

# Code•Master™ LED Factory Sealed Luminaires

Explosionproof, Dust-Ignitionproof

UL/AMA: N/C/CG EXPLOSIONPROOF/ATEX/IECx FLAMEPROOF/INCREASED SAFETY

NEC/CEC:  
 Class I, Division 1 and 2, Groups B, C, D ①  
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NEC/CEC:  
 Class III  
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 Type 3R, 4X  
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NEC/CEC:  
 Suitable for Use in Wet Locations  
 Marine Outside Type (Salt Water) ‡  
 Approved for use in Paint Spray Booths

## Electrical Specifications

Model Number	Voltage Suffix	Voltage	Input Power (Watts)	Input Current (Amp)	Power Factor (PF)	Total Harmonic Distortion (THD)
CMLED10	BU	120 Vac	30	0.26	>.95	<20%
		277 Vac	31	0.12	>.90	<20%
		125 Vdc	31	0.25	N/A	N/A
	BH	300 Vdc	31	0.10	N/A	N/A
		347 Vac	32	0.09	>.95	<20%
		480 Vac	32	0.07	>.90	<20%
CMLED15	BU	120 Vac	45	0.38	>.99	<20%
		277 Vac	44	0.17	>.95	<20%
		125 Vdc	45	0.36	N/A	<20%
	BH	300 Vdc	45	0.15	N/A	<20%
		347 Vac	45	0.13	>.95	<20%
		480 Vac	45	0.10	>.95	<20%
CMLED17	BU	120 Vac	60	0.50	>.99	<20%
		277 Vac	59	0.24	>.90	<20%
		125 Vdc	60	0.98	N/A	<20%
	BH	300 Vdc	60	0.20	N/A	<20%
		347 Vac	60	0.18	>.95	<20%
		480 Vac	60	0.14	>.90	<20%
CMLED25	BU	120 Vac	76	0.64	>.99	<20%
		277 Vac	75	0.29	>.90	<20%
		125 Vdc	77	0.62	N/A	<20%
	BH	300 Vdc	76	0.25	N/A	<20%
		347 Vac	78	0.23	>.95	<20%
		480 Vac	78	0.17	>.90	<20%
CMLED35	BU	120 Vac	91	0.76	>.99	<20%
		277 Vac	89	0.34	>.95	<20%
		125 Vdc	91	0.73	N/A	<20%
	BH	300 Vdc	89	0.30	N/A	<20%
		347 Vac	91	0.27	>.99	<20%
		480 Vac	91	0.20	>.95	<20%

① Complete Code•Master LED luminaire consists of fixture unit and a mounting hood. For Group B applications a Group B rated mounting hood must be used.  
 ‡ Use of a fuse voids Marine Outside Type (Salt Water) rating.



# Code•Master™ LED Factory Sealed Luminaires

Explosionproof, Dust-Ignitionproof

**NEC/CEC:**

Class I, Division 1 and 2, Groups B, C, D ①  
 Class I, Zone 1, Groups IIA, IIB, IIB + H<sub>2</sub>  
 Class II, Division 1, Group E, F, G  
 Class II, Division 2, Group F, G

**NEC/CEC:**

Class III  
 Simultaneous Exposure  
 Type 3R, 4X  
 IP66/67

**NEC/CEC:**

Suitable for Use in Wet Locations  
 Marine Outside Type (Salt Water) ‡  
 Approved for use in Paint Spray Booths

**Electrical Specifications**

Model Number	Voltage Suffix	Voltage	Input Power (Watts)	Input Current (Amp)	Power Factor (PF)	Total Harmonic Distortion (THD)
CMLED40	BU	120 Vac	103	0.85	>.95	<20%
		277 Vac	98	0.39	>.90	<20%
		125 Vdc	101	0.81	N/A	N/A
		300 Vdc	98	0.33	N/A	N/A
	BH	347 Vac	102	0.30	>.99	<20%
		480 Vac	102	0.22	>.95	<20%
CMLED75	BU	120 Vac	132	1.10	>.99	<20%
		277 Vac	126	0.48	>.90	<20%
		125 Vdc	130	1.04	N/A	N/A
		300 Vdc	126	0.42	N/A	N/A
	BH	347 Vac	130	0.38	>.99	<20%
		480 Vac	130	0.28	>.95	<20%
CMLED90	BU	120 Vac	157	1.35	>.99	<20%
		277 Vac	155	0.58	>.90	<20%
		125 Vdc	161	1.29	N/A	N/A
	BH	300 Vdc	156	0.52	N/A	N/A
		347 Vac	159	0.46	>.99	<20%
		480 Vac	158	0.33	>.95	<20%

*\**

*\**

IIV/AHA: NC/AG EX/ON/RO/ALX/IG: HAM/RO/IN/AS/SI/STY

**APPLETON**

① Complete Code•Master LED luminaire consists of fixture unit and a mounting hood. For Group B applications a Group B rated mounting hood must be used.  
 ‡ Use of a fuse voids Marine Outside Type (Salt Water) rating.

# Code•Master™ LED Factory Sealed Luminaires

Explosionproof, Dust-Ignitionproof

**NEC/CEC:**

Class I, Division 1 and 2, Groups B, C, D ①  
 Class I, Zone 1, Groups IIA, IIB, IIB + H<sub>2</sub>  
 Class II, Division 1, Group E, F, G  
 Class II, Division 2, Group F, G

**NEC/CEC:**





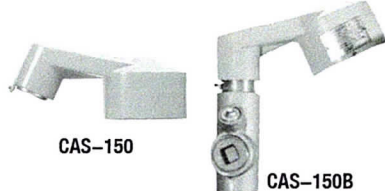
Class III  
 Simultaneous Exposure  
 Type 3R, 4X  
 IP66/67

**NEC/CEC:**

Suitable for Use in Wet Locations  
 Marine Outside Type (Salt Water) ⌘  
 Approved for use in Paint Spray Booths

**Mounting Hoods**

Certified for Class I,  
 Division 1 and 2, Group

		Hub Size Inches	cCSA Certified	cCSAus Certified	Catalog Number	
<b>Pendant</b>						
 <p>CAP-75 &amp; CAP-100</p>	 <p>CAP-75B</p>	One Hub	3/4	B, C, D	C, D	CAP-75
			3/4	B, C, D	B, C, D	CAP-75B
			1	D	D	CAP-100
<b>Ceiling</b>						
		Four hubs, Three Close-Up Plugs	3/4	C, D	C, D	CAC-75
			1	D	D	CAC-100
<b>Bracket</b>						
		Four hubs, Three Close-Up Plugs	3/4	C, D	C, D	CALB-75
			1	D	D	CALB-100
<b>25° Stanchion</b>						
 <p>CAS-150</p> <p>CAS-150B</p>		One Hub	1-1/4 or 1-1/2 ②	B, C, D	C, D	CAS-150
			1-1/2	B, C, D	B, C, D	CAS-150B

① Complete Code•Master LED luminaire consists of fixture unit and a mounting hood. For Group B applications a Group B rated mounting hood must be used.

② 1-1/2" tapped hub furnished with 1-1/2" to 1-1/4" reducer.

⌘ Use of a fuse voids Marine Outside Type (Salt Water) rating.

◆ Shaded items are suitable for Class I, Group D ONLY.

# Code•Master™ LED Factory Sealed Luminaires

## Explosionproof, Dust-Ignitionproof

**NEC/CEC:**

Class I, Division 1 and 2, Groups B, C, D ①  
 Class I, Zone 1, Groups IIA, IIB, IIB + H<sub>2</sub>  
 Class II, Division 1, Group E, F, G  
 Class II, Division 2, Group F, G







**NEC/CEC:**

Class III  
 Simultaneous Exposure  
 Type 3R, 4X  
 IP66/67

**NEC/CEC:**

Suitable for Use in Wet Locations  
 Marine Outside Type (Salt Water) ⌘  
 Approved for use in Paint Spray Booths

**Accessories and Replacement Parts**

	Description	Catalog Number
<b>Fuse Kits ⌘</b>		
	5 Amp Fuse Kit	CMLEDF-5
<b>Globes and Gaskets</b>		
	Clear Globe Assembly	CGL-CLEAR
	Diffused Globe Assembly	CGL-DIFF
	Stainless Steel Wire Guard	CMLEDGU
	Safety Cable	CMLEDSC
	Yoke Bracket	CMLEDYOKE

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 ⌘ Use of a fuse voids Marine Outside Type (Salt Water) rating.

# Code•Master™ LED Factory Sealed Luminaires

Explosionproof, Dust-Ignitionproof

**NEC/CEC:**

Class I, Division 1 and 2, Groups B, C, D ①  
 Class I, Zone 1, Groups IIA, IIB, IIB + H<sub>2</sub>  
 Class II, Division 1, Group E, F, G  
 Class II, Division 2, Group F, G




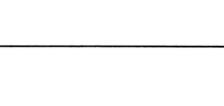



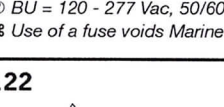
**NEC/CEC:**

Class III  
 Simultaneous Exposure  
 Type 3R, 4X  
 IP66/67


**NEC/CEC:**

Suitable for Use in Wet Locations  
 Marine Outside Type (Salt Water) ‡  
 Approved for use in Paint Spray Booths

**Replacement Drivers**

	Voltage	Driver Wattage	Luminaire Model	Constant Current Settings	Catalog Number
	BU	50 Watt	CMLED10	500mA	APMS050C135UD50
	BH				APMS050C135HD50
	BU	50 Watt	CMLED15	780mA	APMS050C135UD75
	BH				APMS050C135HD75
	BU	100 Watt	CMLED17	360mA	APMS100C105UD37
	BH				APMS100C105HD37
	BU	100 Watt	CMLED25	480mA	APMS100C105UD48
	BH				APMS100C105HD48
	BU	100 Watt	CMLED35	595mA	APMS100C105UD57
	BH				APMS100C105HD57
	BU	150 Watt	CMLED40	650mA	APMS150C105UD65
	BH				APMS150C105HD65
	BU	150 Watt	CMLED75	820mA	APMS150C105UD82
	BH				APMS150C105HD82
	BU	150 Watt	CMLED90	960mA	APMS150C105UD98
	BH				APMS150C105HD98

**Replacement Drivers for fixtures without "Model A" marking on label**

	Description	Catalog Number
	120 - 277 V Driver (70 thru 250 Watt equivalent only)	CMLEDBU
	347 - 480 V Driver (70 thru 350 Watt equivalent only)	CMLEDBH
	120 - 277 V Driver (400 Watt equivalent only)	CMLEDBU40

① Complete Code•Master LED luminaire consists of fixture unit and a mounting hood. For Group B applications a Group B rated mounting hood must be used.

② BU = 120 - 277 Vac, 50/60 Hz or 125 - 300 Vdc; BU = 347 - 480, 50/60 Hz.

‡ Use of a fuse voids Marine Outside Type (Salt Water) rating.

LED/AREA: NEC/CEC EXPLOSIONPROOF/ATEX/IEC FLAMEPROOF/INCREASED SAFETY  
 APPLETON™



# Code•Master™ LED Factory Sealed Luminaires

## Explosionproof, Dust-Ignitionproof

**NEC/CEC:**

Class I, Division 1 and 2, Groups B, C, D ①  
 Class I, Zone 1, Groups IIA, IIB, IIB + H<sub>2</sub>  
 Class II, Division 1, Group E, F, G  
 Class II, Division 2, Group F, G

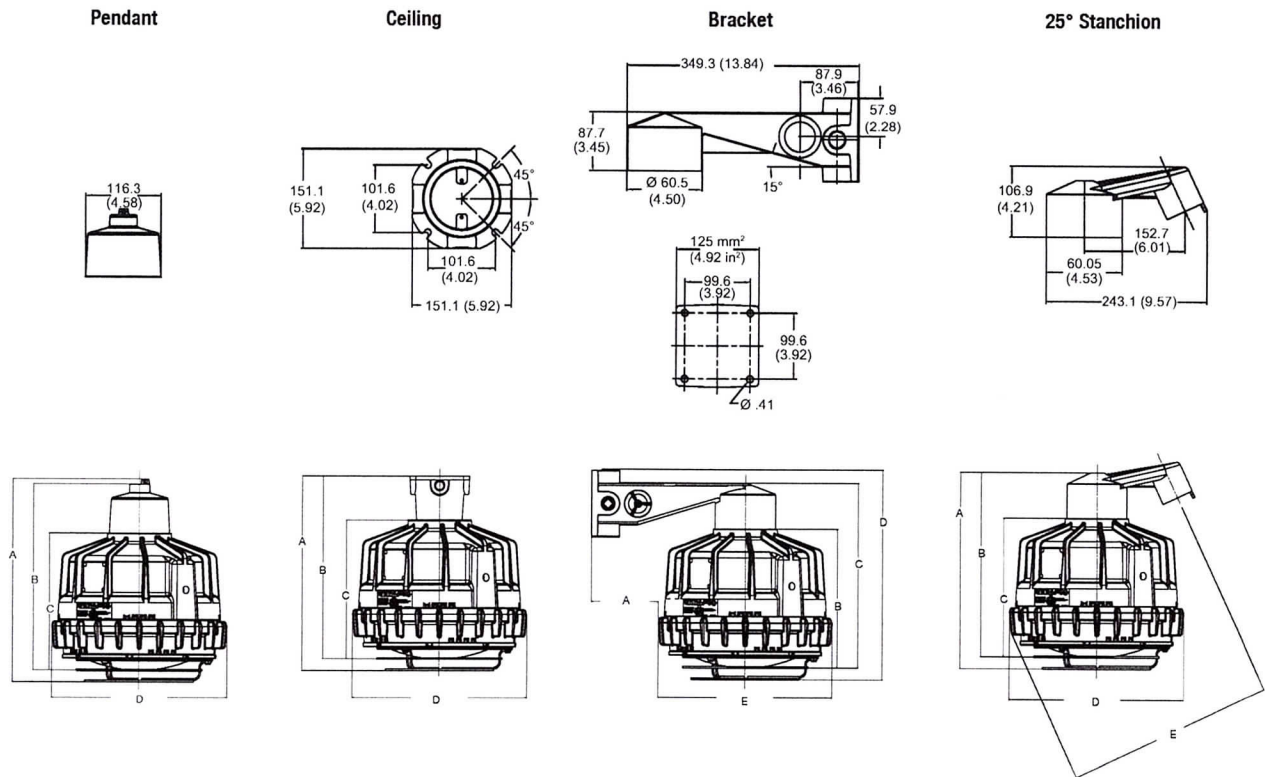
**NEC/CEC:**

Class III  
 Simultaneous Exposure  
 Type 3R, 4X  
 IP66/67

**NEC/CEC:**

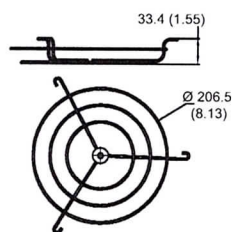
Suitable for Use in Wet Locations  
 Marine Outside Type (Salt Water) ⚠  
 Approved for use in Paint Spray Booths

Dimensions in Millimeters (Inches)

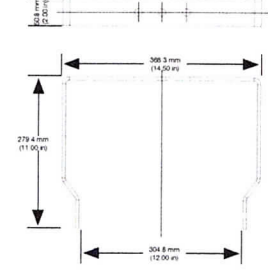


Pendant				Ceiling				Bracket					25° Stanchion				
A	B	C	D	A	B	C	D	A	B	C	D	E	A	B	C	D	E
384.0	352.0	259.0	331.0	364.0	342.0	259.0	331.0	127.0	259.0	344.0	391.0	331.0	366.0	344.0	259.0	331.0	392.0
(15.1)	(13.9)	(10.2)	(13.0)	(14.3)	(13.5)	(10.2)	(13.0)	(5.0)	(10.2)	(13.6)	(15.4)	(13.0)	(14.4)	(13.6)	(10.2)	(13.0)	(15.4)

**Wire Guard**



**Yoke Mount**



**Weights**

Description	Weight kg (lb)
Fixture Unit (Ballast Housing)	17.2 (38)
Pendant Mounting Hood	0.9 (2)
Ceiling Mounting Hood	1.8 (4)
Wall Mounting Hood	2.7 (6)
25° Stanchion Mounting Hood	0.9 (2)
Wire Guard	0.45 (1)

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# Code•Master™ LED Factory Sealed Luminaires

## Explosionproof, Dust-Ignitionproof

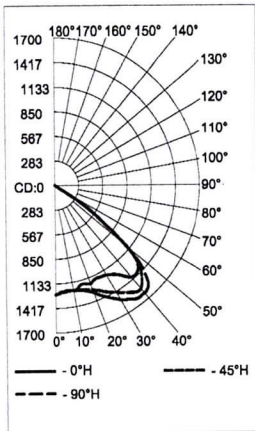
Class II, Division 2, Group F, G

IP66/67

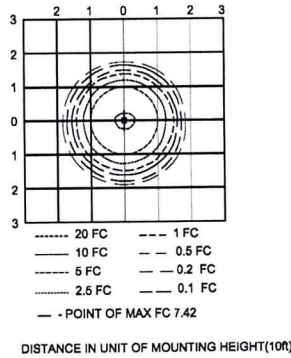
### Photometric Data — DATA SHOWN IS ABSOLUTE

Type V, Clear Glass, 5000K CCT  
REPORT NUMBER: CMLED10G5BU

#### POLAR CANDELA DISTRIBUTION



#### ISOFOOT CANDLE PLOT



#### ZONAL LUMEN SUMMARY

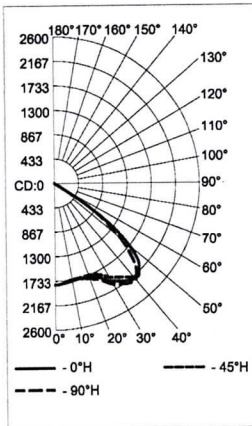
Zone	Lumens	% Luminaire
0-30	1,090.3	29.2%
0-40	2,043.9	54.7%
0-60	3,677.9	98.3%
60-90	60.4	1.6%
70-100	10.9	0.3%
90-120	0.2	0%
0-90	3,738.2	100%
90-180	1.5	0%
0-180	3,739.8	100%

#### LUMENS PER ZONE

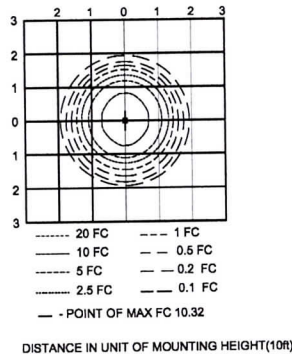
Zone	Lumens	% Total	Zone	Lumens	% Total
0-10	116.4	3.1%	90-100	0.2	0
10-20	349.9	9.4%	100-110	0	0
20-30	624.0	16.7%	110-120	0	0
30-40	953.5	25.5%	120-130	0	0
40-50	1,102.0	29.5%	130-140	0.2	0
50-60	532.0	14.2%	140-150	0.5	0
60-70	49.6	1.3%	150-160	0.4	0
70-80	8.5	0.2%	160-170	0.2	0
80-90	2.2	0.1%	170-180	0.1	0

Type V, Clear Glass, 5000K CCT  
REPORT NUMBER: CMLED15G5BU

#### POLAR CANDELA DISTRIBUTION



#### ISOFOOT CANDLE PLOT



#### ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
0-30	1,573.4	29.3%
0-40	2,948.7	54.9%
0-60	5,289.7	98.4%
60-90	83.0	1.5%
70-100	14.2	0.3%
90-120	0.3	0%
0-90	5,372.7	100%
90-180	2.2	0%
0-180	5,374.9	100%

#### LUMENS PER ZONE

Zone	Lumens	% Total	Zone	Lumens	% Total
0-10	167.6	3.1%	90-100	0.3	0
10-20	504.2	9.4%	100-110	0	0
20-30	901.6	16.8%	110-120	0	0
30-40	1,375.2	25.6%	120-130	0.1	0
40-50	1,584.4	29.5%	130-140	0.6	0
50-60	756.7	14.1%	140-150	0.5	0
60-70	69.1	1.3%	150-160	0.4	0
70-80	11.2	0.2%	160-170	0.3	0
80-90	2.7	0.1%	170-180	0.1	0

① Complete Code•Master LED luminaire consists of fixture unit and a mounting hood. For Group B applications a Group B rated mounting hood must be used.  
⚠ Use of a fuse voids Marine Outside Type (Salt Water) rating.

LED AREA: N/C/EG EXPLOSIONPROOF/ATEX/IEC FLAMEPROOF/INCREASED

APPLETON™



# Explosionproof Rigmaster™ LED Series Luminaires

Linear LED fixture for hazardous environments

**NEC/CEC:**

Class I, Division 1, Groups C and D  
Class II, Division 1, Groups E, F, G  
Class III  
Class I Zone 1, Group IIB

**NEC/CEC:**

Type 3R, 4, 4X, IP66  
Simultaneous Exposure  
Suitable for Use in Wet Locations

**NEC/CEC:**

Marine Outside Type (Salt Water)®  
American Bureau of Shipping (ABS) Certified®

## Applications

- For use in locations where:
  - Flammable gases, dusts and ignitable vapors are continually present
  - A high degree of corrosion resistance is required
  - Protection against dirt, water and moisture is necessary
  - Access to relamp is difficult
  - Extreme temperature conditions are present
- Typical applications include:
  - Drilling rigs
  - Offshore rigs
  - Oil refineries
  - Petrochemical facilities
  - Foundries
  - Waste and sewer treatment
  - Mining and underground tunnels
  - Power generation
  - Paint booth ③

## Features

- Low fixture profile allows installation in compact spaces
- Two sizes and output options deliver up to 7600 lumens.

### Fluorescent Equivalent

Model Number	Nominal Lumens ②	Replacement Lamp Wattage	Replacement Lamp Type	Replacement Lamp Quantity
ERM*2	4300	32W	T8	2
ERM*4	7600	32W	T8	3

② Nominal lumen value for 5000K, clear Lens. detailed lumen information is provided in data tables

- Choice of color temperature (CCT): 5000K cool white, 4000K neutral white or 3000K warm white with minimum 80 CRI.
- Field replaceable lens, LED driver, battery pack and battery management module (BMM)
- Two unique mounting bracket options allow for mounting in any location and retrofitting third party fixtures.
- For ease of retrofitting, mounting brackets accommodate most bolt patterns for Crouse-Hinds™ †, Dialight™ ❖ and other manufacturers. See compatibility chart below on page 10.
- Power leads are shipped with wire-nuts as standard.
- Screw-type terminal block can accept UL/CSA 22-12 AWG wire. ①
- Loop in/out wiring capability for interconnecting fixtures.
- Precision threaded wire cover provides hassle free access to wiring department for easy installation and maintenance.
- Emergency version is suitable for mounting heights up to 15 ft for 90 minute duration and up to 12 ft for 180 minute duration.
- Up to 4 casted points for secondary safety retention.
- Standard 6kV surge protection.
- Fixture position locking mechanism provides ease and consistency of aiming.
- Rugged housing with superior thermal design translates to long luminaire life.
- Ambient Temperature®: -40°C to +65°C (-40°F to +149°F)
- LED L70 of 60,000 hours reported at +65°C (+149°F).
- Photometric data and electronic drawings available upon request.

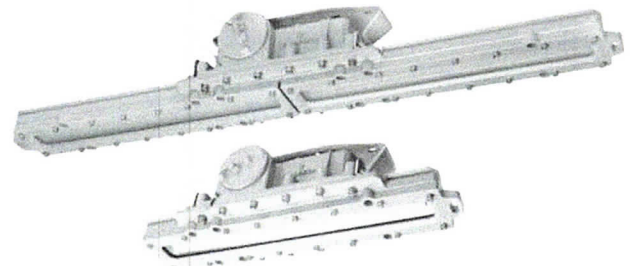
① Applicable to standard (non emergency) fixtures only.

② Nominal lumen value for 5000K, clear Lens. detailed lumen information is provided in data tables

③ Suitable for use in applications described under NEC 516.6(C)(1) and 516.6(C)(2), 2020 edition.

† Crouse-Hinds is a registered trademark of Eaton Corporation.

❖ Dialight is a registered trademark of Dialight.



- Ambient Temperature for Emergency Version: -20°C to +55°C (-4°F to +131°F).

## Options

- Brackets can be factory installed or purchased separately.
- Safety cable can be purchased separately or configured as an add on option to be shipped with the LED fixture.
- Standard ¾" NPT threads with ½" option.
- Emergency battery back up option for 90 or 180 minutes
- Wirenuts or screw terminal blocks available ①

## Standard Materials

- Housing: copperfree (4/10 of 1% max.) aluminum
- Lens: thermal shock- and impact-resistant glass lens
- Gasket: silicone rubber
- Bolts: Highly corrosion resistant stainless steel (SS 316)
- Close up plugs: (1) aluminum provided
- Mounting brackets: Zinc plated steel

## Standard Finishes

- Housing: gray epoxy powder coat finish, electrostatically applied for complete uniform protection

## NEC/CEC Certifications and Compliances

- UL Standard: UL 50 (13th Edition), UL 50E (2nd Edition), UL 844 (13th Edition), UL 1598 (4th Edition), UL 1598A (1st Edition)®, UL 8750 (2nd Edition), UL 924 (10th Edition)
- CSA Standard: CSA C22.2 No. 94.1-15, CSA 22.2 No 94.2 -15, CSA C22.2 No 137-18, CSA 22.2 No 250.0-18, CSA C22.2 No 250.13-17, CSA C22.2 No 60529 -16, CSA C22.2 No 141-15
- ANSI Standard: ANSI/IEC 60529
- Rigmaster Standard:
  - UL Certified, File Number: E10794
- Rigmaster Emergency
  - UL Certified, File Number: E175025

## Related Products

- Industrial Rigmaster LED Luminaires
- Hazardous CID2 Rigmaster LED Luminaires

## DesignLights™ Consortium

- Check DLC QPL for current list of products.

APPLETON™

EXPLOSIONPROOF LED LINEAR NEC/CEC

# Explosionproof Rigmaster™ LED Series Luminaires

Linear LED fixture for hazardous environments

## NEC/CEC:

Class I, Division 1, Groups C and D  
Class II, Division 1, Groups E, F, G  
Class III

## NEC/CEC:

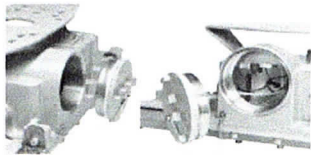
Type 3R, 4, 4X, IP66  
Simultaneous Exposure  
Suitable for Use in Wet Locations

## NEC/CEC:

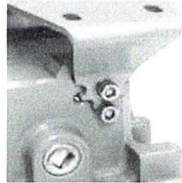
Marine Outside Type (Salt Water)®  
American Bureau of Shipping (ABS) Certified®

## Illustrated Features

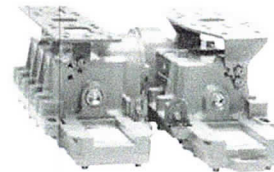
### Flexibility and Ease of Use



Precision threaded wirebox and cover allows hassle free access to power leads for easy wiring and maintenance in challenging conditions. Cover is secured with a safety chain to prevent accidental disengagement and enhances workplace safety



Notched position locking mechanism enables multiple fixtures to be aimed consistently without spending significant time



Rigmaster offers a NPT hub on each end for through wiring. The power leads are placed inside the wiring compartment and can be easily accessed by removing the tool-less wire box cover

Choose from **three color temperatures** (CCT): 3000K, 4000K, and 5000K

**Standard linear light distribution pattern:** wide distribution maximizes spread and work plane brightness to optimize number of luminaires needed

### Configurable Options



#### Mounting Brackets ② ③:

Choose to mount your Rigmaster using one of these distinctly designed brackets to best suit your installation needs. All brackets can be factory installed to save time in the field or purchased separately.



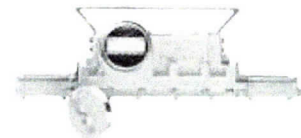
#### ERMLSB Large Swivel Bracket:

Can be used to tilt and aim the fixture up to 90 degrees in increments of 15 degrees using the pre-notched locking mechanism



#### ERMLPB Low Profile Bracket:

This fixed position bracket can be used to lower overall mounting profile in low ceiling applications



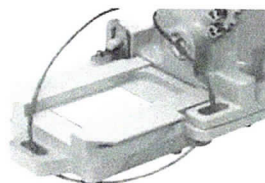
#### Wirenuts or Screw Terminal Blocks:①

Choose between wirenuts and screw terminal blocks to suit end user wiring preferences. Terminal blocks support UL/CSA 22 to 12 AWG wire

### Safety Features



**Safety Cables ②:** can be purchased separately or included with fixture to reduce ordering and receiving complexity



Up to four points for secondary retention provide protection against in-field vibration.

① Applicable to standard (non emergency) fixtures only.

② Brackets and safety cables can be ordered separately or included with fixture. See Ordering Table for more information.

③ Mounting Brackets compatible with standard and emergency versions are not the same. please refer to mounting bracket details on page 9 for details.



# Explosionproof Rigmaster™ LED Series Luminaires

Linear LED fixture for hazardous environments

**NEC/CEC:**

Class I, Division 1, Groups C and D  
 Class II, Division 1, Groups E, F, G  
 Class III  
 Class I Zone 1, Group IIB

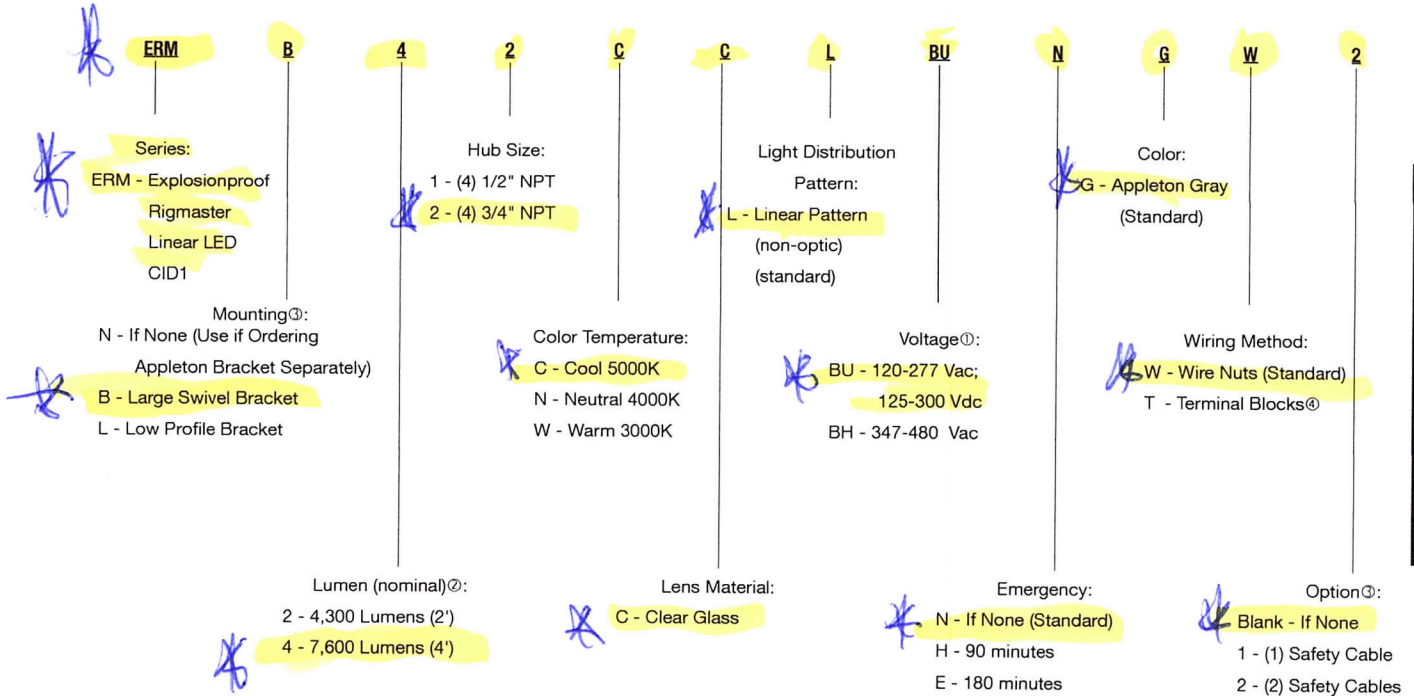
**NEC/CEC:**

Type 3R, 4, 4X, IP66  
 Simultaneous Exposure  
 Suitable for Use in Wet Locations

**NEC/CEC:**

Marine Outside Type (Salt Water)®  
 American Bureau of Shipping (ABS) Certified®

Order using catalog numbering guides below.



EXPLOSIONPROOF LED LINEAR NEC/CEC

① Emergency battery back up version is only available with BU voltage configuration for 120-277Vac operation.  
 ② For lumen output information, see Lumen Values Table.  
 ③ Brackets and safety cables can be ordered separately or included with fixture. See Ordering Table for more information.  
 ④ Applicable to standard (non emergency) fixtures only.



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Lumen Values TableⓈ

Configuration	Lumen Output (Efficacy) for Clear Glass Lens			
	ERM*2		ERM*4	
	Lumens	Efficacy	Lumens	Efficacy
5000K, 80 CRI, Clear Glass Lens	4310	133	7530	136
4000K, 80 CRI, Clear Glass Lens	4125	128	7200	130
3000K, 80 CRI, Clear Glass Lens	4070	126	7100	128

Configuration	Lumen Output in Emergency Mode	
	90 Minute	180 Minute
5000K CCT, 80 CRI	1350	800
4000K CCT, 80 CRI	1260	760
3000K CCT, 80 CRI	1200	720

Ⓢ All lumen values are typical (tolerance +/- 10%)  
 Ⓢ Applicable to standard (non emergency) fixtures only.

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 EXPLOSIONPROOF LED LINEAR NEC/CEC

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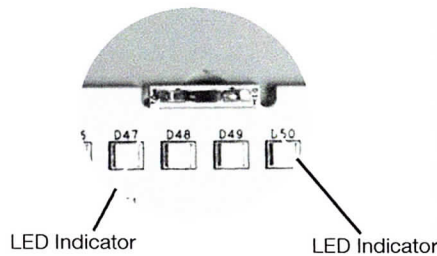
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**NEC/CEC:**  
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## Emergency Battery Backup Functionality – Automatic Testing System (ATS)Ⓛ

Functional	Full Duration
Starts within 24 to 45 hours after the initial powerup of the module	Starts within 5 to 26 days after the initial power of the module
Occurs every 14 days after the initial aforementioned functional test	Occurs every 364 days after the initial aforementioned functional test
Lasts for 30 seconds	Lasts for the full duration of the rated emergency period

At the completion of functional and full duration tests, LED indicator will display the status of the emergency luminaire when AC is present



Indicator Color	LED Signals	
	Timing	Description
Green	1 sec ON: 1 sec OFF	Normal charging ok, Battery not yet fully charged, No fault detected, Testing ok
Green	0.25 sec ON: 0.25 sec OFF	Functional / Duration Self-Test on-going
Green	Steady ON	Charging ok, Battery fully charged, No fault detected, Testing ok
Red	1 sec ON: 1 sec OFF	Fault condition. Installation issue. Battery is reverse, not connected or shorted. Functional test failure, full duration test failure
LED Indicators OFF, LED Array ON	LED Indicator Lights (Red and Green) OFF	No AC, Emergency mode ON

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## Electrical Ratings①

	Voltage	Input Power	Input Current (amp)	Power Factor	THD	Model
	120 Vac	33	0.28	>0.9	<20	
<b>BU</b>	<del>277 Vac</del>	33	0.12	>0.9	<20	
	125 Vdc	33	0.27	NA	NA	ERM*2
	300 Vdc	33	0.11	NA	NA	
<b>BH</b>	347 Vac	36	0.11	>0.9	<20	
	480 Vac	36	0.08	>0.9	<20	
<b>BU</b>	120 Vac	55	0.47	>0.9	<20	
	277 Vac	55	0.20	>0.9	<20	
	125 Vdc	55	0.44	NA	NA	ERM*4
	300 Vdc	55	0.18	NA	NA	
<b>BH</b>	347 Vac	56	0.16	>0.9	<20	
	480 Vac	56	0.12	>0.9	<20	

## Electrical Ratings - Emergency Version①

	Voltage	Input Power	Input Current (amp)	Power Factor	THD	Model
<b>BU</b>	120 Vac	39	0.35A	>0.9	<20	ERM*2
	277 Vac	39	0.15A	>0.9	<20	
<b>BU</b>	120 Vac	60	0.57A	>0.9	<20	ERM*4
	277 Vac	60	0.20A	>0.9	<20	

① All values are typical (tolerance +/-10%).

② Applicable to standard (non emergency) fixtures only.

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EXPLOSIONPROOF LED LINEAR NEC/CEC



# Explosionproof Rigmaster™ LED Series Luminaires

Linear LED fixture for hazardous environments

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**NEC/CEC Temperature Codes①**

Ambient Temperature °C (°F)	Supply wire Temperature °C (°F)	Class I, Division 1 Groups C and D	Class II, Division 1, Groups E, F and G	Simultaneous Class I Division 1 Groups C & D and Class II Division 1 Groups E, F & G	Model
40 (104)		T6	T6	T6	
55 (131)	90 (194)	T6	T6	T6	ERM*2
65 (149)		T6	T5	T5	
40 (104)		T6	T6	T6	
55 (131)	90 (194)	T6	T6	T6	ERM*4
65 (149)		T6	T5	T5	

**NEC/CEC Temperature Codes - Emergency Version②**

Ambient Temperature °C (°F)	Supply wire Temperature °C (°F)	Class I, Division 1, Groups C & D	Class II, Division 1, Group E, F & G	Simultaneous Class I Division 1 Groups C & D and Class II Division 1 Groups E, F & G	Model
40 (104)		T6	T6	T6	
55(131)	90 (194)	T6	T6	T6	ERM*2
40 (104)		T6	T6	T6	
55(131)	90 (194)	T6	T6	T6	ERM*4

**"T" Numbers Represent the Maximum Internal Temperature③ or Maximum Surface Temperature④**

"T" #	NEC/CEC															
	T1	350	325	T2	T2A	T2B	T2C	T2D	T3	T3A	T3B	T3C	T4	T4A	T5	T6
Temp. Range °C (°F)	351 (-450)	326 (-350)	301 (-325)	281 (-300)	261 (-280)	231 (-260)	216 (-230)	201 (-215)	181 (-200)	166 (-180)	161 (-165)	136 (-160)	121 (-135)	101 (-120)	86 (-100)	85 (-185)
	842 (664)	662 (619)	617 (574)	572 (538)	500 (448)	500 (448)	446 (421)	419 (394)	392 (358)	356 (331)	329 (322)	320 (322)	275 (277)	248 (250)	212 (214)	212 (187)

① Ambient Temperature Range: -40 °C to +65 °C (-40 °F to +149 °F).

② Ambient Temperature Range: -20 °C to +55 °C (-4 °F to +131 °F)

③ T numbers represent the maximum internal temperature for Class I Division 1 and Class II Division 1 locations designated by the NEC.

④ T numbers represent the maximum surface temperature under a dust blanket for Class II, Division 2 as designated by the NEC.

⑤ Applicable to standard (non emergency) fixtures only.

# Explosionproof Rigmaster™ LED Series Luminaires


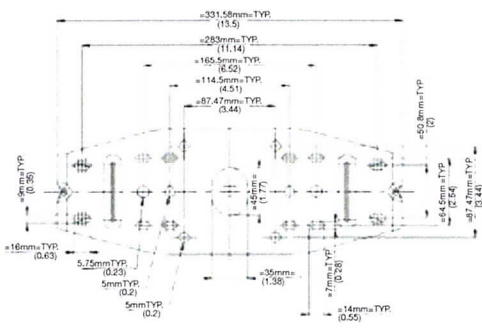
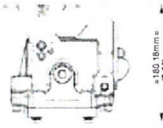

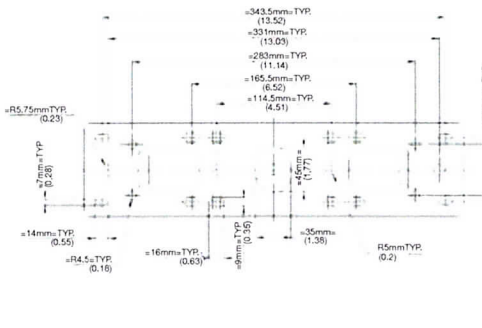
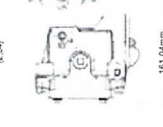
Linear LED fixture for hazardous environments

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 American Bureau of Shipping (ABS) CertifiedⓁ

## Standard Mounting Brackets

	Dimensions mm (in)	Description	Weight kg (lbs)	Catalog Number
  	<p>Large Swivel Bracket</p>	1.5 (3.3)	ERMLSB	
  	<p>Low Profile Bracket</p>	1.3 (2.8)	ERMLPB	

Ⓛ Applicable to standard (non emergency) fixtures only.

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EXPLOSIONPROOF LED LINEAR NEC/CEC

# Explosionproof Rigmaster™ LED Series Luminaires

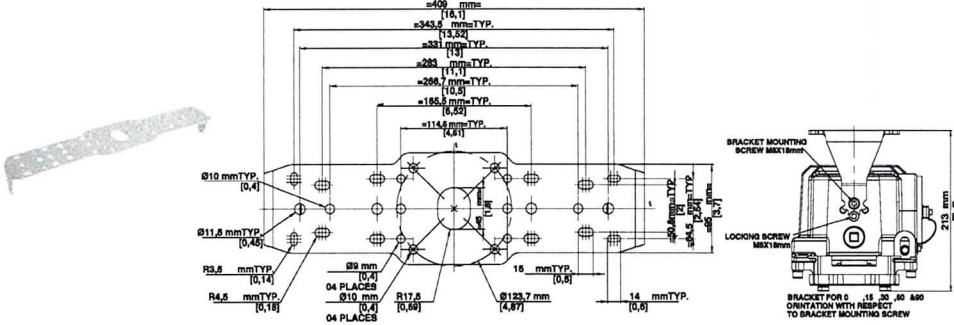
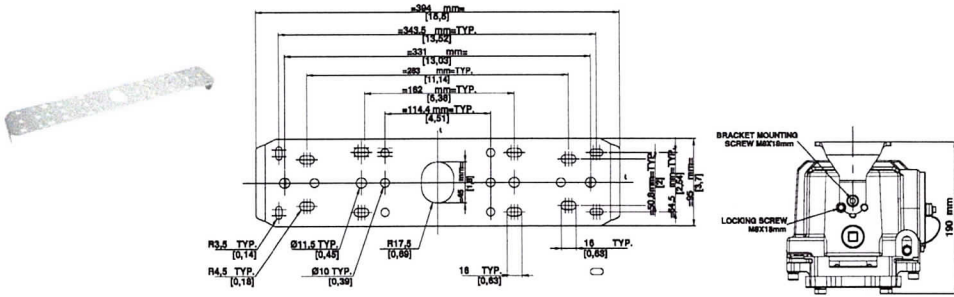
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## Emergency Version Mounting Brackets

Dimensions mm (in)	Description	Weight kg (lbs)	Catalog Number
 <p>Technical drawing of the Rigmaster Emergency Swivel Bracket. It includes a side view with dimensions: 409 mm (16.1 in) total length, 343.6 mm (13.52 in) mounting hole spacing, 331 mm (13 in) mounting hole spacing, 283 mm (11.1 in) mounting hole spacing, 266.7 mm (10.5 in) mounting hole spacing, 195.5 mm (7.7 in) mounting hole spacing, and 114.6 mm (4.5 in) mounting hole spacing. It also shows hole diameters: Ø10 mm (0.4 in), Ø11.5 mm (0.45 in), Ø9 mm (0.35 in), Ø10 mm (0.4 in), Ø19 mm (0.75 in), and Ø17.5 mm (0.69 in). Other dimensions include 16 mm (0.63 in) and 14 mm (0.55 in). A detail view shows the bracket mounting screw (M6x1.5mm) and locking screw (M6x1.5mm) with a note: 'BRACKET FOR 0, 18, 20, 40, 800 ORIENTATION WITH RESPECT TO BRACKET MOUNTING SCREW'.</p>	Rigmaster Emergency Swivel Bracket	1.8 (4.0)	ERMHL5B
 <p>Technical drawing of the Rigmaster Emergency Low Profile Fixed Bracket. It includes a side view with dimensions: 394 mm (15.5 in) total length, 343.6 mm (13.52 in) mounting hole spacing, 331 mm (13 in) mounting hole spacing, 283 mm (11.1 in) mounting hole spacing, 195.5 mm (7.7 in) mounting hole spacing, and 114.6 mm (4.5 in) mounting hole spacing. It also shows hole diameters: Ø11.5 mm (0.45 in), Ø19 mm (0.75 in), and Ø17.5 mm (0.69 in). Other dimensions include 16 mm (0.63 in) and 14 mm (0.55 in). A detail view shows the bracket mounting screw (M6x1.5mm) and locking screw (M6x1.5mm) with a note: 'BRACKET FOR 0, 18, 20, 40, 800 ORIENTATION WITH RESPECT TO BRACKET MOUNTING SCREW'.</p>	Rigmaster Emergency Low Profile Fixed Bracket	1.6 (3.5)	ERMHL5B

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## Retrofit Bracket Compatibility - Standard Version①

For customers trying to retrofit an existing fixture, use the table below as a guide to select the best bracket to suit your needs


Manufacturer	Part Number	ERMLSB Large Swivel Bracket	ERMLPB Low Profile Bracket
Crouse Hinds™†	DP1057MTK	X	X
Dialight™❖	LTXW4	X	—
	LSXW5	—	X
AZZ™® Rig-A-Lite™®	53050	X	—
Appleton Accessories	GRFC75A junction box	X	—

## Retrofit Bracket Compatibility - Emergency Version①

For customers trying to retrofit an existing fixture, use the table below as a guide to select the best bracket to suit your needs

Manufacturer	Part Number	ERMHLB – Emergency Swivel Bracket	ERMHLPB – Emergency Low Profile Bracket
Crouse Hinds™†	DP1057MTK	X	X
Dialight™❖	LTXW4	X	X
	LSXW5	X	X
AZZ™® Rig-A-Lite™®	53050	X	—

## Accessories and Replacement Parts

	Description	Catalog Numbers
Safety Cables		LEDSC
—	Replacement Battery Management Module	BPMLLED
—	Replacement Battery Pack	BMMRM

① The above information is strictly for guidance purposes and does not guarantee compatibility and fit. Please carefully review bolt patterns on each bracket to ensure it meets your needs

Ⓢ Applicable to standard (non emergency) fixtures only.

† Crouse-Hinds is a registered trademark of Eaton Corporation.

❖ Dialight is a registered trademark of Dialight.

® AZZ and Rig-A-Lite are registered trademarks of AZZ.

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EXPLOSIONPROOF LED LINEAR NEC/CEC



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## Replacement Drivers

Catalog Number	Voltage	Constant Current Settings	Wattage	Luminaire Model
APM050C135UD060	BU	600mA	50W	ERM*2
APM050C135HD060	BH	600 mA	50W	ERM*2
APM050C135UD104	BU	1040 mA	50W	ERM*4
APM050C135HD104	BH	1040 mA	50W	ERM*4

## Replacement Lenses

Description	Luminaire Model	Quantity per luminaire	Catalog Number
Clear Glass Lens	ERM*2	1	ERMCL
	ERM*4	2	

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EXPLOSIONPROOF LINEAR NEC/CEC

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# Explosionproof Rigmaster™ LED Series Luminaires

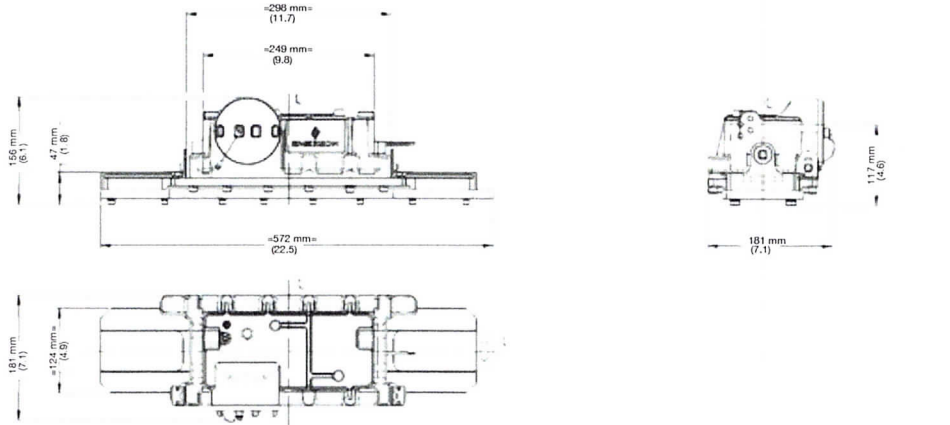
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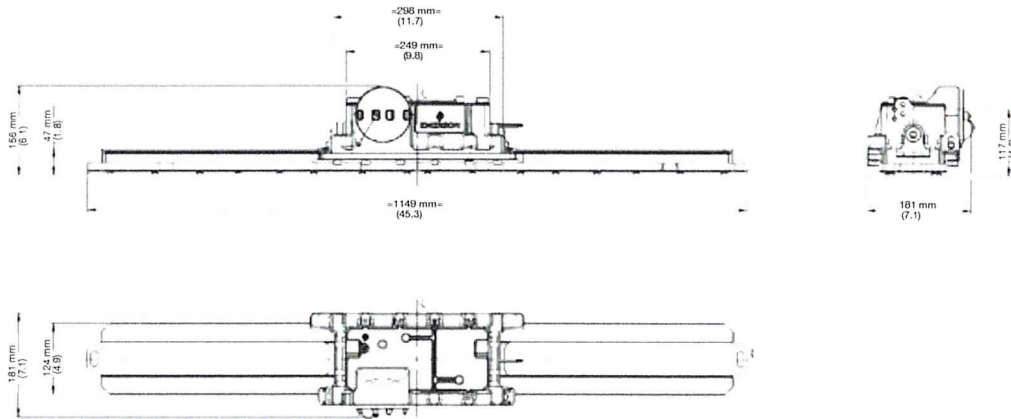
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## Dimensions in Millimeters (Inches)



ERM\*2 – Standard



ERM\*4 – Standard

## Product Weight and Length

Model #	Lumens	Weight kg (lb)	Length m (ft)
ERM*2	4300	8.9 (19.6)	0.57 (1.9)
ERM*4	7600	13.4 (29.5)	1.15 (3.8)

Note: weight of brackets are not included

① Applicable to standard (non emergency) fixtures only.

# Explosionproof Rigmaster™ LED Series Luminaires

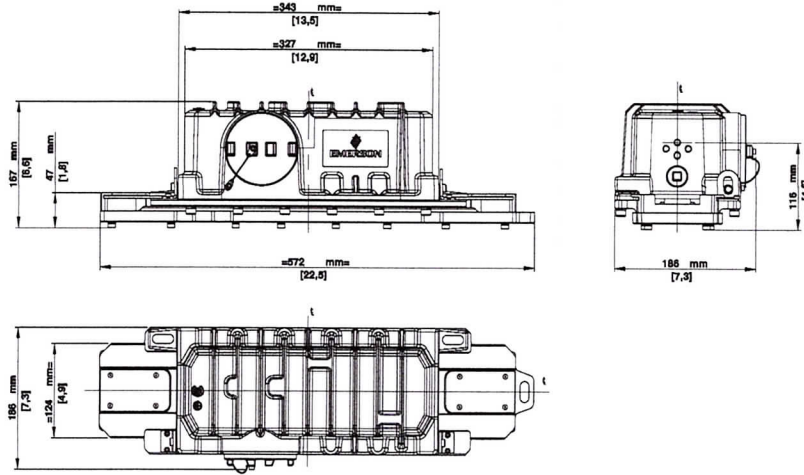
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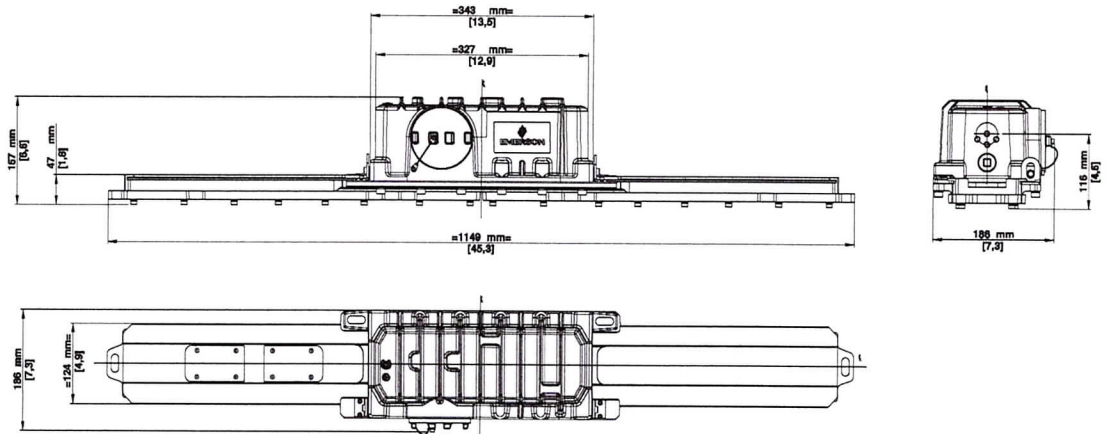
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## Dimensions in Millimeters (Inches)



ERM\*2 – Emergency



ERM\*4 – Emergency

## Product Weight and Length

Model	Weight kg (lb)	Length m (ft)
ERM*2 - Emergency	12.8 (28.2)	0.57 (1.9)
ERM*4 - Emergency	18.4 (40.6)	1.15 (3.8)

Note: weight of brackets are provided separately

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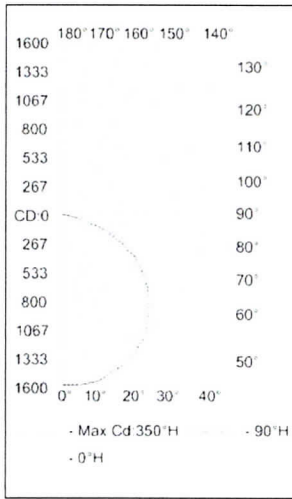
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## Photometric Data – DATA SHOWN IS ABSOLUTE

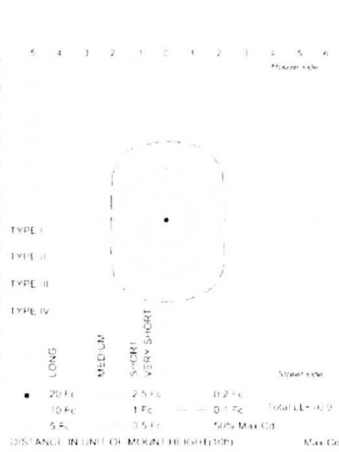
2ft, Clear Glass Lens, 5000K CCT

Luminaire Lumens 4325.5

### POLAR CANDELA DISTRIBUTION



### ISOFOOTCANDLE PLOT



### ZONAL LUMEN SUMMARY

Zone	Lumens	% Lamp	% Luminaire
0-30	1,246.9	28.8%	28.8%
0-40	2,062.9	47.7%	47.7%
0-60	3,703.1	85.6%	85.6%
60-90	609.8	14.1%	14.1%
70-100	131.1	3%	3%
90-120	2.4	0.1%	0.1%
0-90	4,312.9	99.7%	99.7%
90-180	13.0	0.3%	0.3%
0-180	4,325.9	100%	100%

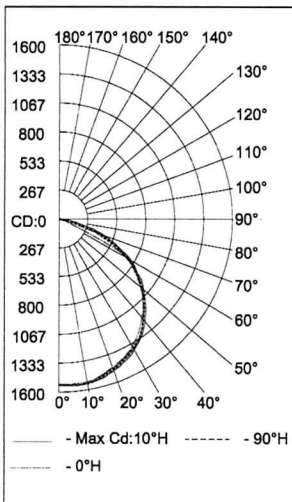
### LUMENS PER ZONE

Zone	Lumens	% Total	Zone	Lumens	% Total
0-10	149.6	3.5%	90-100	0.2	0%
10-20	432.2	10.0%	100-110	0.7	0%
20-30	665.1	15.4%	110-120	1.5	0%
30-40	816.1	18.9%	120-130	2.1	0%
40-50	859.6	19.9%	130-140	2.4	0.1%
50-60	780.6	18.0%	140-150	2.3	0.1%
60-70	478.8	11.1%	150-160	1.9	0%
70-80	120.4	2.8%	160-170	1.4	0%
80-90	10.6	0.2%	170-180	0.5	0%

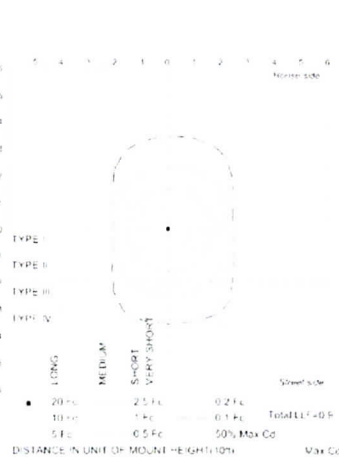
4ft, Clear Glass Lens, 5000K CCT

Luminaire Lumens 7646.5

### POLAR CANDELA DISTRIBUTION



### ISOFOOTCANDLE PLOT



### ZONAL LUMEN SUMMARY

Zone	Lumens	% Lamp	% Luminaire
0-30	2,221.6	29.1%	29.1%
0-40	3,680.0	48.1%	48.1%
0-60	6,587.3	86.1%	86.1%
60-90	1,040.7	13.6%	13.6%
70-100	223.5	2.9%	2.9%
90-120	4.1	0.1%	0.1%
0-90	7,628.1	99.7%	99.8%
90-180	18.4	0.2%	0.2%
0-180	7,646.5	100%	100%

### LUMENS PER ZONE

Zone	Lumens	% Total	Zone	Lumens	% Total
0-10	265.0	3.5%	90-100	0.5	0%
10-20	769.1	10.1%	100-110	1.3	0%
20-30	1,187.6	15.5%	110-120	2.3	0%
30-40	1,458.4	19.1%	120-130	3.0	0%
40-50	1,530.8	20.0%	130-140	3.2	0%
50-60	1,376.5	18.0%	140-150	3.1	0%
60-70	817.7	10.7%	150-160	2.5	0%
70-80	205.0	2.7%	160-170	1.8	0%
80-90	18.1	0.2%	170-180	0.7	0%

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APPLETON™  
 EXPLOSIONPROOF LED LINEAR NEC/CEC



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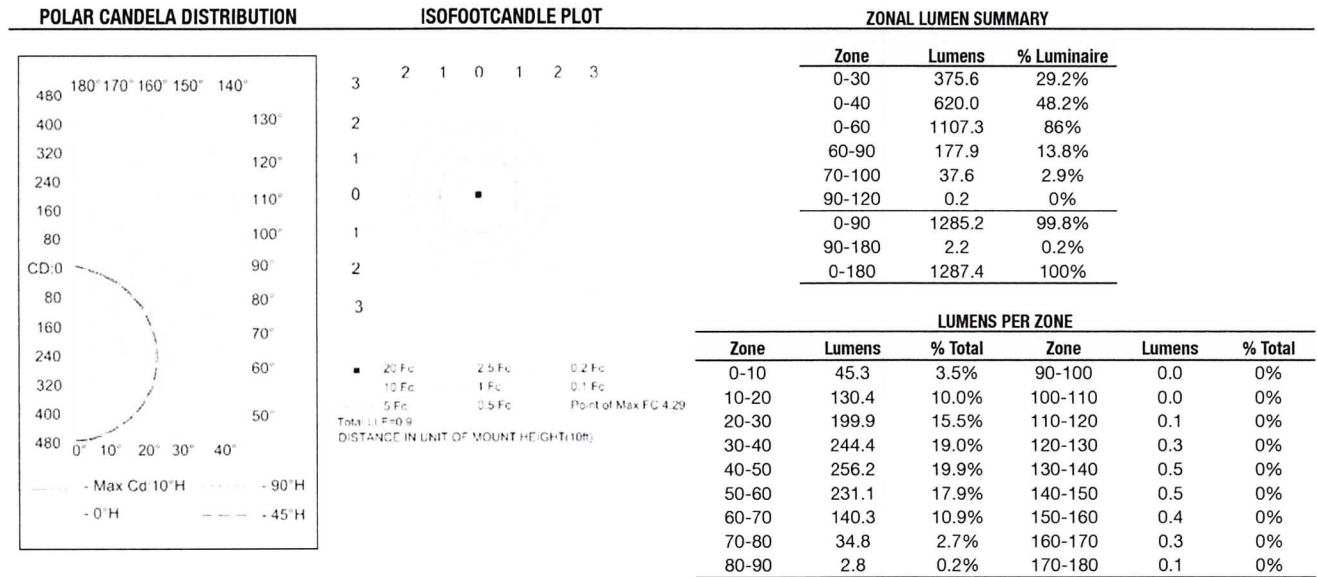
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 American Bureau of Shipping (ABS) CertifiedⓁ

## Photometric Data — DATA SHOWN IS ABSOLUTE

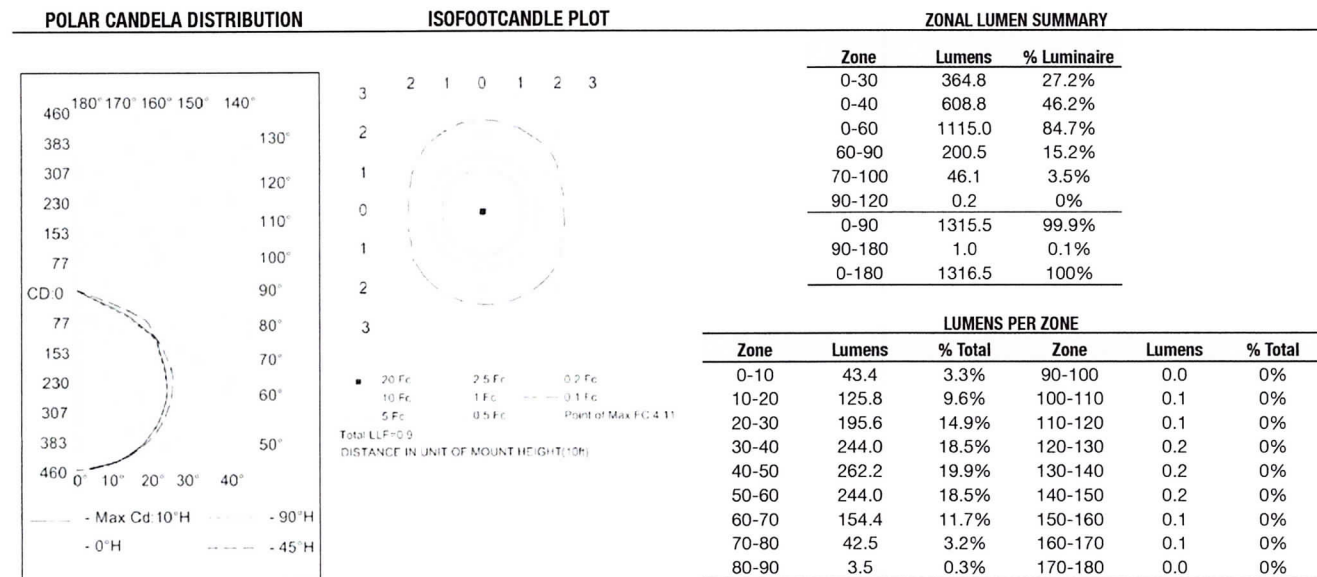
2ft Clear Glass Lens, 5000K CCT – 90 min Emergency Mode

Luminaire Lumens 1287.4



## 4ft Clear Glass Lens, 5000K CCT – 90 min Emergency Mode

Luminaire Lumens 1316.5



Ⓛ Applicable to standard (non emergency) fixtures only.

<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date:</b> March 15, 2021	<b>Item Number 6E</b>
<b>Submitted by:</b> Charles Eudy, Superintendent		
<b>Agenda Topic:</b> 9 Mile Retention Pump #2 recondition		
<b>Proposed Motion:</b> Move to accept proposal Oakland County Water Resource Commissioner Office (OCWRC) to recondition pump #2 in the estimated amount of \$19,000.00 and allow City Administration to execute contract documents.		
<b>Background:</b> <p>Pump #2 is one of two designated sewage pumps to pump sewage to Great Lakes Water Authority (GLWA). Pump #2 is original pump placed in service when the station began operation in 1993.</p> <p>Annually during the budget planning cycle administrative staff met with Oakland County Water Resource Commission (OCWRC) to review the Farmington Retention Basin Long Range Plan (LRP). In January 2021 OCWRC recommended allocate \$19,000 to perform inspection and recondition pump #2 as determined upon disassembly.</p> <p>OCWRC and City Administration recommends proceeding with OCWRC qualified vendor contract to recondition pump #2 in the amount of \$15,600.00, and OCWRC recommends allocating \$2,000.00 for OCWRC services removing and installing the pump, and an additional \$1,400.00 in contingency funds. Total estimate is \$19,000 to complete the rehabilitation of pump #2 based upon the condition of Pump #6 that was serviced last year.</p> <p>This work will not commence until after July 1, 2021.</p>		
<b>Materials:</b> OCWRC recommended pump maintenance letter dated March 3, 2021		

March 3, 2021

Chuck Eudy  
City of Farmington, Public Works Superintendent  
23600 Liberty Street  
Farmington, MI 48335

Re: Oakland County Water Resources Commissioner Office  
Farmington Retention Basin  
Pump #2 Rehabilitation

Dear Mr. Eudy:

WRC has rehabilitation of Pump #2 at the Retention Basin planned in the Long Range Plan Update letter dated March 3, 2021. This pump is original to the facility and was installed in 1993. WRC recommended the City of Farmington allocate \$19,000 for the restoration of this pump based on our experience with the Pump #6 rehabilitation. This work will not commence until after July 1, 2021 to align with the start of your fiscal year.

The following is WRC's estimate to repair Pump #2.

Contracted Services - \$15,600

WRC Services - \$2,000

Contingency - \$1,400

**TOTAL - \$19,000**

We will await your approval prior to starting this work.

Sincerely,

*M. Drew Sandahl*

M. Drew Sandahl, P.E.  
Assistant Chief Engineer

**Purely Resourceful**

<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date:</b> March 15, 2021	<b>Item Number 6F</b>
<b>Submitted by:</b> Charles Eudy, Superintendent		
<b>Agenda Topic:</b> Street crack sealing RFP.		
<b>Proposed Motion:</b> Move to award the Annual Crack Sealing Contract to Wolverine Sealcoating per the RFP and allow City Administration to execute the contract.		
<b>Background:</b> City Administration and Orchard Hiltz McCliment (OHM) has developed a 4-year rotating pavement crack sealing schedule for major and local streets. This year we have joined with several other communities to solicit RFP for those services. The City of Wixom has recommended to award the project to Wolverine Sealcoating of Jackson. City Administration has allocated \$50,000 this Fiscal Year and \$50,000 next Fiscal Year for the crack sealing program. \$45,000 is reserved for the crack sealing portion of this RFP, \$5,000 is reserved each year for OHM to conduct inspections of the crack sealing. Unit pricing for crack sealing is \$1.10 per pound. The last crack sealing program unit pricing was \$1.30 per pound.		
<b>Materials:</b> Bid Tab Wolverine Sealcoating RFP City of Wixom Council Agenda March 9, 2021		



# CITY OF WIXOM BID SUMMARY SHEET



Overband Crack Sealing - Seal Coating

DATE & TIME: February 16, 2021 - 9:30 a.m.

NAME OF BIDDER	BID AMOUNT	
Laser Striping	overband \$ 1.20	seal coat \$ .10
Wolverine Seal Coating	\$ 1.10	\$ .065
T. J. M Asphalt Paving, Inc.	\$ 1.35	\$/ (See Menu)

Appendix B

CITY OF WIXOM, CITY OF FARMINGTON, CITY OF FENTON, CITY OF HOWELL,  
VILLAGE OF FOWLerville and the VILLAGE OF MILFORD

Qualifications Questionnaire

OVERBAND CRACK SEALING/ SEAL COATING 2021

The vendor/contractor shall complete a Qualification Questionnaire to contain at a minimum the following information. Failure to answer all questions may result in rejection of your proposal.

Name of Company: Wolverine Sealcoating LLC

Address: 3235 County Farm Rd

City, State Zip: Jackson, MI 49201

Telephone: 517-962-4261 Fax: 517-513-8065

Website: wolverinesealcoating.com

Agent's Name (please print): Kit Wingle

Agent's Title: Principal member

Email Address: Sales@wolverineseal.com Cell Phone Number: 517-745-1390

1. Organizational structure (Corporation, Partnership, etc.): LLC

2. Has any officer or partner of this organization owned or operated a company that declared bankruptcy during the last 10 years? No  Yes  When: \_\_\_\_\_

3. How many years has your organization been in business under its present name? 17

4. Under what other or former names has your organization operated? N/A

5. How many full time employees? 40-60 Part time? 0

6. Address of your local facility Same

7. List the scope of services (type of work) you are able to perform Asphalt Maintenance & repair, Concrete work

8. Provide a list of all personnel to be assigned to this contract. Include name, title, license number, years of experience, full/part time, on-call availability, qualifications, professional licenses/certifications, etc. Attach additional sheets if necessary.

Tom Bright - Crew Foreman - 17yrs Exp

9. Will you be using any subcontractors for any work that may be performed under the specifications or that the Municipality may request? If so, provide company name.

N/A

10. References: Provide at least four (4) references of recent contracts comparable in scope to this RFP, one (1) of which must be a municipality or local government, for work performed within the past three (3) years. Use an additional sheet if you have more references to provide.

Company Name Jackson County Road Commission  
Company Address 2400 N Elm Ave Jackson, MI 49201  
Contact Name Jim Couling Phone Number 517-740-1926  
Length of Contract last 9 yrs  
Type of Services Provided

Crack Sealing  
pot hole repair

Company Name Grand Traverse Road Commission  
Company Address 1881 LaFrange Rd, Traverse city, MI 49696  
Contact Name Joe Storecki Phone Number 231.645-4458  
Length of Contract 3 yrs  
Type of Services Provided

Crack Sealing

Company Name Tuscola County Road Commission  
Company Address 1733 Mertz Rd, Caro, MI 48723  
Contact Name Brent Phone Number 989-751-3873  
Length of Contract 3 yrs  
Type of Services Provided

Crack sealing

Company Name Calhoun County  
Company Address 13300 15 mile Rd, Marshall, MI 49068  
Contact Name Aaron Beemer Phone Number 517-736-4060  
Length of Contract 3-4 different years  
Type of Services Provided

Crack Sealing

11. Provide any additional information you would like to include which may not be included within this questionnaire:

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THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS.

Signature of Authorized Firm Representative: Kit Wingle

Representative's Name (Please Print) Kit Wingle

Date: 2-15-21

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**PLEASE PRINT/TYPE:**

Company Name: Wolverine Sealcoating LLC

Address: 3235 County

Agent Name & Title: Kit Wingle - Principal member

Telephone Number: 517-962-4261 Fax Number: 517-513-8065

E-Mail Address: Sales @ wolverinoseal.com

Agents Signature: Kit Wingle Date: 2-15-21

**WARRANTY:** Manufacturer's standard warranty shall apply to materials unless specified otherwise. This Contractor shall guarantee his work for a period of two (2) years from date of final acceptance against defects due to faulty workmanship or material.

The Bidder, in compliance with the RFP and having carefully examined the bidding documents, proposes to furnish equipment and services as are necessary to perform all the work stated in accordance with the contract documents for the Bid. The undersigned understands that the Municipalities reserve the right to accept or reject, in whole or in part, any and all proposals, to waive informalities and irregularities therein, to award the contract to other than the lowest Bidder. The Municipalities reserve the right to award the contract to one or more contractors if it is in the best interest of the Municipality. The undersigned submits this proposal in accordance with the terms and conditions of the RFP and hereby affixes authorized signatures representing:

- An individual doing business as
- A Partnership - State the full names of the general partners: \_\_\_\_\_
- A Limited Liability Company, organized in the state of Michigan
- A Corporation, organized in the state of \_\_\_\_\_
- A Joint venture formed between \_\_\_\_\_ and \_\_\_\_\_

Kit Wingle  
Signature

2-15-21  
Date

Kit Wingle  
Printed Name

Principal member  
Title

Wolverine Sealcoating LLC  
Company Name

517-962-4261  
Phone Number

3235 County Farm Rd, Jackson, MI 49201  
Address, City, State, Zip



Appendix A

CITY OF WIXOM, CITY OF FARMINGTON, CITY OF FENTON, CITY OF HOWELL,  
VILLAGE OF FOWLerville and the VILLAGE OF MILFORD

Bid Signature Page & Bill of Materials

OVERBAND CRACK SEALING/ SEAL COATING 2021

Company name: Wolverine Sealcoating LLC

Address: 3235 County Farm Rd  
Jackson, mi 49201

**FEE PROPOSAL**

Pricing for area specified below shall be submitted separately.

We the undersigned propose to furnish to the City of Wixom and the Village of Milford services consistent with the Request for Proposal opened on February 16, 2021 at 9:30 am.

ITEM	OVERBAND CRACK FILL		SEAL COATING	
	UNIT	UNIT PRICE	UNIT	UNIT PRICE
CITY OF WIXOM	LB	\$ <del>1.00</del> 1.10	SQ FT	\$ .065
CITY OF FARMINGTON	LB	\$ <del>1.09</del> 1.10	SQ FT	\$ .065
CITY OF FENTON	LB	\$ <del>1.09</del> 1.10	SQ FT	\$ .065
CITY OF HOWELL	LB	\$ <del>1.09</del> 1.10	SQ FT	\$ .065
VILLAGE OF FOWLerville	LB	\$ <del>1.09</del> 1.10	SQ FT	\$ .065
VILLAGE OF MILFORD	LB	\$ <del>1.09</del> 1.10	SQ FT	\$ .065
% discount of unit price if all contracts awarded.		Ø %		Ø

**THIS PROPOSAL IS NOT-TO-EXCEED:**

CITY OF WIXOM: \$45,000  
 CITY OF FARMINGTON: \$45,000 BEFORE 6/30, \$45,000 AFTER 7/1  
 CITY OF FENTON: \$60,000  
 CITY OF HOWELL: \$71,300  
 VILLAGE OF FOWLerville: \$15,000  
 VILLAGE OF MILFORD: \$25,000

Equipment being utilized:

Kettle, Air Compressor, Blowers, Edger, traffic Control items

Materials being utilized:

Durafill most Approved,

**AGENDA**  
**Regular City Council Meeting**  
**Virtual Zoom Meeting**  
**Tuesday – March 9, 2021**  
**7:00 p.m.**



49045 Pontiac Trail

**CALL TO ORDER:**  
**PLEDGE OF ALLEGIANCE:**  
**ROLL CALL:**

**Mayor:** P. Beagle  
**Deputy Mayor:** T. Rzeknik  
P. Behrmann  
K. Gottschall  
T. Gronlund-Fox  
P. Sharpe  
R. Smiley

**CHANGES OR ADDITIONS TO THE AGENDA:**

**APPROVAL OF MINUTES:**

- 1.) Regular City Council Meeting of February 23, 2021

**CORRESPONDENCE:** (None)

**CALL TO THE PUBLIC:**

(Limited to 5 minutes per speaker, addressing Agenda items only)

**CITY MANAGER'S REPORTS:**

- 1.) Fire Monthly Report – January 2021
- 2.) Police Monthly Report – January 2021

**CONSENT AGENDA:**

All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items, unless a Council member so requests, in which event the items will be removed from the Consent Agenda and added to the regular agenda at the end of Unfinished or New Business.

- 1.) Approval to receive and file:
  - a. Library Board Minutes of January 25, 2021
- 2.) Recommendation to Accept a Permanent Sidewalk Easement Along North Wixom Road Granted by Kimberly and Raymond Tyle Located at 1708 North Wixom Road in the Amount of One Dollar (\$1.00)

**UNFINISHED BUSINESS:** (None)

**NEW BUSINESS:**

- 1.) Recommendation to Award a Bid to Commercial Grounds Services of Redford, MI, for Outdoor Landscaping Services in the Amount of \$10,023 from Landscaping Account #101-751-963.540 and Authorize the Mayor to Sign the Agreement

- 2.) Recommendation to Award the Contract for the Annual Crack Sealing and Seal Coating Program to Wolverine Sealcoating of Jackson, Michigan, for the Unit Price of \$1.10 Per Pound for Crack Sealing, and \$0.065 Per Square Foot for Seal Coating, with Funding Allocated from Local Road Capital Program – Pavement Preservation Account #203-554-976.393
- 3.) Recommendation to Award the Bid for the 2021 Pavement Marking Program to JV Contracting of Goodrich, Michigan in the Amount of \$59,156
- 4.) Recommendation to Waive the Bid Process and Proceed with the Purchase of Sole Source Financial Software from Bellefeuille, Szur & Associates, Inc. of Bath, Michigan, for Utility Billing Financial Applications and Data Conversion and Training with Funding from Water Capital Account #591-537-971.410 and Wastewater Capital Account #590-538-959.413 for an Equally Shared Cost with F&V Operations and Resource Management, Inc. (FVOP) Not to Exceed \$29,890 and Authorize the DPW Director to Sign the Agreement
- 5.) Request to Authorize the Extension, Effective March 16, 2021, of a Professional Services Agreement with Laura Cloutier to Provide Services to the Wixom Downtown Development Authority as Executive Director for the Amount of \$45,000 for a Period of One Year

**CALL TO THE PUBLIC:****CITY MANAGER'S COMMENTS:****COUNCIL COMMENTS:****ADJOURNMENT:****RULES FOR PUBLIC SPEAKING:****Call to the Public:**

- The public shall address the Council during the "Call to the Public" which shall be included on the agenda immediately after Correspondence and again immediately after New Business. The first Call to the Public immediately after Correspondence shall be limited to agenda items only.
- A person shall not address the Council in excess of five minutes unless the time is extended by a majority vote of the Council present.
- Persons wishing to address the Council shall identify themselves and their place of residence and shall state their reason for addressing the Council.
- All comments by the public shall be made directly to the Council.

**Public Hearing:**

- Persons desiring to address the Council shall state their name and address.
- Individual persons shall be allowed five minutes to address the Council.
- There shall be no questioning by the audience of persons addressing the Council. However, the Council members may question persons addressing the Council.
- No person shall be allowed to address the Council more than once.



**NOTE: THIS MEETING WILL BE HELD ELECTRONICALLY AS AUTHORIZED UNDER THE OPEN MEETINGS ACT, MCL 15.26, AS AMENDED. MEMBERS OF THE PUBLIC BODY MAY PARTICIPATE ELECTRONICALLY AND MEMBERS OF THE PUBLIC MAY PARTICIPATE VIA TELEPHONE, AS DESCRIBED BELOW.**

**Reason for allowing participation by electronic means:**

To mitigate the spread of COVID-19, protect the public health, and provide essential protections to vulnerable citizens, in-person contact should be limited. Critical mitigation measures include social distancing and limiting the number of people interacting at public gatherings. This includes public meetings.

**Procedure for public participation by electronic means:**

In order for the City to allow electronic or telephone participation in the meeting, there must be full opportunity for both the general public and the members of the public body to both hear and be heard at appropriate times during the meeting.

The City will be utilizing the video/audio conferencing platform ZOOM. Members of the public body will be able to hear and speak to each other for the entire meeting. Except for any closed session portions of the meeting, members of the public will be able to hear members of the public body during the entire meeting but will only be able to speak during a public comment period.

A member of the public can participate in the meeting by dialing in. If long distance costs are not a concern, i.e. long distance is included at no cost on your service plan, you can call:

- 312-626-6799

If long distance costs are an issue, you can call the toll-free number below:

- 888-788-0099

With either number, enter:

Meeting ID: 841 3926 5158

Please note, when calling in by telephone the caller's phone number will be visible in the public meeting. As an option, most telephone companies have a feature to make phone numbers private by dialing \*67. If you have this feature and wish to block your number, press \*67 before dialing the meeting call-in number.

**Procedure for public comment by electronic means:**

Once connected to the meeting, members of the public wishing to participate in the virtual public comment must alert us that they wish to speak by pressing \*9 on their telephone keypad. Pressing \*9 will activate the "raise hand" feature signaling to us that you wish to comment. Participants will be called one at a time, as would happen during an in-person meeting. When you are unmuted, please introduce yourself by stating your name and address for the record. You will then have (5) minutes to share your comments with the City Council. At the conclusion of your comments or your (5) minutes, you will be muted and removed from the public comment queue.

Participants may also choose to submit comments that can be read into the record. Comments can be submitted via an email to [citymanager@wixomgov.org](mailto:citymanager@wixomgov.org). Comments shall be done prior to 3 p.m. on the day of the meeting.

**Procedures by which persons may contact members of the public body prior to a meeting.**

The City of Wixom City Council e-mail addresses are available on the City's website at:

<https://www.wixomgov.org/government/mayor-and-city-council/contact-mayor-and-city-council>

**Procedures for participation by persons with disabilities.**

*The City will be following its normal procedures for accommodation of persons with disabilities. **Those individuals needing accommodations for effective participation in this meeting should contact the City Manager's Office (248) 624-0894 in advance of the meeting. An attempt will be made to make reasonable accommodations.***

**Where to watch the meeting:**

The meeting will be available to view live on our YouTube Channel which can be easily reached from the live meeting link located on the Wixom website home page:

(<https://www.wixomgov.org/>)

You can also view the meeting live by visiting:

[https://www.youtube.com/channel/UCDAiD7kmuJQaB27m\\_PXUenA](https://www.youtube.com/channel/UCDAiD7kmuJQaB27m_PXUenA).

Closed captioning will be available after YouTube fully renders meeting video.

<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date:</b> March 15, 2021	<b>Reference Number 6G</b>	
<b>Submitted by:</b> David Murphy, City Manager			
<b>Description</b> Consideration to Adopt Special Assessment Resolution #1 for a Re-Paving Project Of an alley at 34005, 34015 Oakland and 23701 Wilmarth off Oakland Street			
<b>Requested Action</b> Move to adopt Special Assessment Resolution #1 for the Re-Paving Project Of an alley at 34005, 34015 Oakland and 23701 Wilmarth off Oakland Street which directs the City Manager to prepare a report regarding the proposed project.			
<p><b>Background</b> One of the alleys off of Oakland Street that serves as access to two residential properties has deteriorated to the point that is in need of repair. The property owners have approached the City and would like the alley repaved in conjunction with the Oakland Street project. The alley is currently a public alley, but the special assessment process is available to the City to have the adjacent owners pay for needed improvements, as they will be specially benefitted by those improvements.</p> <p>The first step in such a process is to adopt special assessment resolution #1. There are five separate resolutions that must be passed to establish a special assessment district. Resolution #1 directs the City Manager to prepare a report that addresses the following items:</p> <ul style="list-style-type: none"> <li>• the scope and specifications of the project;</li> <li>• the estimated cost of the project;</li> <li>• the estimated life of the project; and</li> <li>• description of the proposed special assessment district and other pertinent information for the City Council to consider in establishing a district, including assessments on benefiting properties.</li> </ul> <p>The City Administration believes that the improvements are appropriate, and that assessing the costs to the benefitted owners is also appropriate, and recommends commencing the SAD process.</p>			
<b>Agenda Review</b>			
<b>Department Head</b>	<b>Finance/Treasurer</b>	<b>City Attorney</b>	<b>City Manager</b>



ATTORNEYS AND COUNSELORS AT LAW  
17436 COLLEGE PARKWAY ▪ LIVONIA, MICHIGAN 48152 ▪ PHONE: (734) 261-2400 ▪ FACSIMILE: (734) 261-4510

Robert J. Hahn  
rhahn@cnda-law.com

January 20, 2021

*Via Email Only*  
[dmurphy@farmgov.com](mailto:dmurphy@farmgov.com)

David Murphy  
City Manager of Farmington

RE: Alleyway next to 34005 Oakland

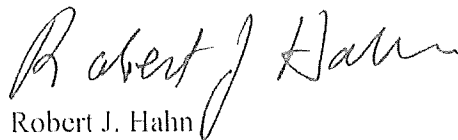
Dear Mr. Murphy:

I would like to have the alley which runs next to my house at 34005 Oakland repaved. Mayor Bowman advises that I need to discuss this with you. I've spoken with Dr. Bill White who owns the house next door to me and we are both interested in moving forward with the special assessment district.

Please contact me to discuss at your earliest convenience.

Sincerely,

Cummings, McClorey, Davis & Acho, P.L.C.



Robert J. Hahn

RJH/bkm

## David Murphy

---

**From:** Bill White <bill.golf.white@gmail.com>  
**Sent:** Sunday, February 14, 2021 11:34 PM  
**To:** Robert J. Hahn  
**Cc:** David Murphy; Chuck Eudy; Tom Schultz (tschultz@rsjalaw.com)  
**Subject:** Re: SAD for Alley

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi All,

Suzanne and I own 23701 Wilmarth and 34015 Oakland, the other two houses that share the alley.

We support a special assessment district to help fund paving the alley adjacent to those properties.

We recently paved the part of the alley (with city permission) that abuts just the 2 properties we own, so that section does not need repaving. We support paving the more northern section that abuts the Hahn's property.

Thank you, William White.

On Thu, Feb 11, 2021 at 4:13 PM Robert J. Hahn <[rhahn@cmda-law.com](mailto:rhahn@cmda-law.com)> wrote:

The other 2 properties are owned by Bill White who is my neighbor and lives at 23701 Wilmarth. He and I are in complete agreement on this. By copy of this email I will advise Bill of this requirement and ask him to notify you of his agreement.

Bob Hahn

**From:** David Murphy <[DMurphy@farmgov.com](mailto:DMurphy@farmgov.com)>  
**Sent:** Thursday, February 11, 2021 4:07 PM  
**To:** Robert J. Hahn <[rhahn@cmda-law.com](mailto:rhahn@cmda-law.com)>  
**Cc:** Chuck Eudy <[ceudy@farmgov.com](mailto:ceudy@farmgov.com)>; Tom Schultz ([tschultz@rsjalaw.com](mailto:tschultz@rsjalaw.com)) <[tschultz@rsjalaw.com](mailto:tschultz@rsjalaw.com)>  
**Subject:** SAD for Alley

Mr. Hahn,

Thank you for sending in your letter stating that you want your alley paved through a special assessment district. We will need at least one of the other two property owners on that alley to send

in a letter or email stating that they want the alley paved under a special assessment district in order to get the 66% needed for City Council to consider it. The other two property owners live at:

34015 Oakland

23701 Wilmarth

Thank you for your help.

Sincerely,

David M. Murphy

Farmington City Manager

(248) 474-5500 Ext. 2221

[dmurphy@farmgov.com](mailto:dmurphy@farmgov.com)

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This email has been scanned for spam and viruses. Click [here](#) to report this email as spam.

23-28-252-002  
RICHARD BUTTON  
33919 OAKLAND AVE.  
FARMINGTON, MI 48335

52-001  
JOHN JR LOUGHLIN  
33925 OAKLAND AVE.  
FARMINGTON, MI 48335

24-28-251-028  
ROBERT M  
33905 OAKLAND AVE.  
FARMINGTON, MI 48335







<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: March 15, 2021</b>	<b>Reference Number 6H</b>	
<b>Submitted by: City Manager</b>			
<b>Description Discussion and Direction Regarding Continued Remote Meetings and Restrictions on Gatherings</b>			
<b>Requested Action Move to adopt the Resolution Declaring a Local State of Emergency</b>			
<p><b>Background</b>  City Council is asked to make some determinations regarding (1) continuing remote meetings through a resolution declaring a local state of emergency; (2) continuation of closing of City Hall to the public; and (3) the time for commencing the taking of reservation for park properties under the City's park use policy.</p> <p><b>Remote meetings:</b> The "no reason" zoom/remote meetings that Council and other boards and commissions are about to expire under the open Meetings Act on March 31. If the legislature does not amend the OMA to extend that date, then in order for those meetings to continue, the City Council or the City Manager will need to declare a local state of emergency, which will allow zoom meetings to continue until the state of emergency is over. A draft of such a resolution is attached for Council's consideration.</p> <p>If there is no state of emergency declared, the Council, board, or commission will need to begin meeting "live" and in person again, while still accommodating and allowing participation only by members who are either in active military duty or who allege a medical condition. The state's 25 person limit applies, so if more than 25 people show up, you probably need to cancel the meeting. Council can (if technologically possible) allow the public to participate by zoom, so long as the public can attend in person if they prefer that. In other words, the physical live meeting must be open to the public, but you can also allow them to attend remotely to try to keep the numbers to 25. Potential issues with live meetings include mask order compliance (you're supposed to make people comply).</p> <p><b>City Hall.</b> The City Hall is currently closed to the public. It is the City Administration's preference that that continue to be the case at least through the end of May, 2021.</p> <p><b>Park Reservations.</b> The parks are "open" for use, but the City is not currently taking reservations under the Park Use Policy. While the City Administration does not believe that the parks should be open for organized/authorized today, usually reservations are made weeks or months in advance. City Administration would like to discuss with the City Council an appropriate date for re-commencing the taking of outdoor reservations. Currently, the City Administration is considering _____, 2021, as the date for initial (outdoor) reservations.</p>			
<b>Agenda Review</b>			
<b>Department Head</b>	<b>Finance/Treasurer</b>	<b>City Attorney</b>	<b>City Manager</b>

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

**RESOLUTION DECLARING A LOCAL STATE OF EMERGENCY FOR THE PURPOSE OF  
PERMITTING THE CITY COMMISSION AND OTHER PUBLIC BODIES OF THE CITY TO MEET BY  
ELECTRONIC AND TELEPHONIC MEANS**

Minutes of a Meeting of the City Council of the City of Farmington, County of Oakland, Michigan, held in the City Hall of said City on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_ o'clock P.M. Prevaling Eastern Time.

PRESENT: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

The following preamble and Resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

**WHEREAS**, as recently as March 2, 2021 the Director of the Michigan Department of Health and Human Services (MDHHS) made the following findings:

“The novel coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death. It is caused by a new strain of coronavirus not previously identified in humans and easily spread from person to person. COVID-19 spreads through close human contact, even from individuals who may be asymptomatic.

On March 10, 2020, MDHHS identified the first two presumptive-positive cases of COVID-19 in Michigan. As of March 1, 2021, Michigan had seen 589,150 confirmed cases and 15,534 confirmed deaths attributable to COVID-19. Michigan was one of the states most heavily impacted by COVID-19 early in the pandemic, with new cases peaking at nearly 2,000 per day in late March. Strict preventative measures and the cooperation of Michiganders drove daily case numbers dramatically down to fewer than 200 confirmed cases per day in mid-June, greatly reducing the loss of life. Beginning in October, Michigan again experienced an exponential growth in cases. New cases peaked at nearly 10,000 cases per day in mid-November, followed by increases in COVID-19 hospitalizations and deaths.

On November 15, 2020, MDHHS issued an order enacting protections to slow the high and rapidly increasing rate of spread of COVID-19. Cases, hospitalizations, and deaths remained high through early December, threatening hospital and public health capacity. On December 7, 2020, December 18, 2020, and January 13, 2021, MDHHS issued orders sustaining those protections. These orders played a crucial role in slowing the spread in

Michigan and have brought new cases down to about 1,500 per day. These lower rates prevented Michigan's healthcare system from being overwhelmed with a holiday surge.

As of February 27, the State of Michigan had a seven-day average of 91.2 cases per million people, nearly 88% lower than the case rate in mid-November. While that case rate is similar to the rate in early October, it has plateaued over the past week and remains three times the rate of the summer low point.

Test positivity was 3.7% as of February 27, and has started to plateau as well. While metrics have decreased from all-time highs, further progress has tapered off and there is growing concern of another spike with the presence of more infectious variants in Michigan and the United States as a whole.

Even where COVID-19 does not result in death, and where Michigan's emergency and hospital systems are not heavily burdened, the disease can cause great harm. Recent estimates suggest that one in ten persons who suffer from COVID-19 will experience long-term symptoms, referred to as "long COVID." These symptoms, including fatigue, shortness of breath, joint pain, depression, and headache, can be disabling. They can last for months, and in some cases, arise unexpectedly in patients with few or no symptoms of COVID-19 at the time of diagnosis. COVID-19 has also been shown to damage the heart and kidneys. Furthermore, minority groups in Michigan have experienced a higher proportion of "long COVID."

The best way to prevent these complications is to prevent transmission of COVID-19. Since December 11, 2020, the Food and Drug Administration has granted emergency use authorization to three vaccines to prevent COVID-19, providing a path to end the pandemic. Michigan is now partaking in the largest mass vaccination effort in modern history and is presently working toward vaccinating at least 70% of Michigan residents 16 years of age and older as quickly as possible.

New and unexpected challenges continue to arise: in early December 2020, a variant of COVID-19 known as B.1.1.7 was detected in the United Kingdom. This variant is roughly 50 to 70 percent more infectious than the more common strain. On January 16, 2021, this variant was detected in Michigan. It is anticipated that the variant, if it becomes widespread in the state, will significantly increase the rate of new cases. Currently, Michigan is second in the nation with respect to the number of B.1.1.7 variants detected. To date, there are over 400 cases, and this is one fifth of all cases identified in the United States. CDC modeling predicts B.1.1.7 could become the predominant variant by the end of March. At present, however, it appears that cases have plateaued."

**WHEREAS**, the Director of the MDHHS has concluded that the COVID-19 pandemic continues to constitute an epidemic in Michigan and that control of the epidemic requires restrictions on public gatherings, and;

**WHEREAS**, the City Council desires to conduct the public business of the City in a manner so as not to place at risk members of the public, City staff, or members serving on public bodies of the City;

**NOW, THEREFORE, IT IS RESOLVED, THAT**, pursuant to the authority contained at § 3 of the Home Rule Cities Act, MCL 117.3 (j) authorizing cities to provide for the public

health and safety of persons; §3 of the Open Meetings Act, MCL 15.263 (2) permitting a public body to meet by electronic or telephonic means upon declaration of a local state of emergency or state of disaster if meeting in person would place at risk the personal health or safety of members of the public or members of the public body; and §10 (b) of the Emergency Management Act permitting the Mayor or Council to declare a local state of emergency:

Based on the findings made by the Michigan Department of Health and Human Services regarding the public health threat posed by the COVID-19 novel coronavirus and its variant strains, the Mayor of the City of Farmington, as affirmed by the City Council, hereby declare a local state of emergency to permit the City Council and all other public bodies of the City to continue to meet by electronic and telephonic means after March 31, 2021 through June 30, 202.

**AYES:**

**NAYS:**

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Mary Mullison, City Clerk

**CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Farmington, County of Oakland, and State of Michigan, at a regular meeting held this \_\_\_\_ day of \_\_\_\_\_, 2021, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

\_\_\_\_\_  
Mary Mullison, City Clerk  
City of Farmington



STATE OF MICHIGAN

GRETCHEN WHITMER  
GOVERNOR

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
LANSING

ELIZABETH HERTEL  
DIRECTOR

March 2, 2021

### Emergency Order under MCL 333.2253 – Gatherings and Face Mask Order

Michigan law imposes on the Michigan Department of Health and Human Services (MDHHS) a duty to continually and diligently endeavor to “prevent disease, prolong life, and promote the public health,” and gives the Department “general supervision of the interests of the health and life of the people of this state.” MCL 333.2221. MDHHS may “[e]xercise authority and promulgate rules to safeguard properly the public health; to prevent the spread of diseases and the existence of sources of contamination; and to implement and carry out the powers and duties vested by law in the department.” MCL 333.2226(d).

The novel coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death. It is caused by a new strain of coronavirus not previously identified in humans and easily spread from person to person. COVID-19 spreads through close human contact, even from individuals who may be asymptomatic.

In recognition of the severe, widespread harm caused by epidemics, the Legislature has granted MDHHS specific authority, dating back a century, to address threats to the public health like those posed by COVID-19. MCL 333.2253(1) provides that:

If the director determines that control of an epidemic is necessary to protect the public health, the director by emergency order may prohibit the gathering of people for any purpose and may establish procedures to be followed during the epidemic to insure continuation of essential public health services and enforcement of health laws. Emergency procedures shall not be limited to this code.

*See also In re Certified Questions from the United States District Court*, Docket No. 161492 (Viviano, J., concurring in part and dissenting in part, at 20) (“[T]he 1919 law passed in the wake of the influenza epidemic and Governor Sleeper’s actions is still the law, albeit in slightly modified form.”); *id.* (McCormack, C.J., concurring in part and dissenting in part, at 12). Enforcing Michigan’s health laws, including preventing disease, prolonging life, and promoting public health, requires limitations on gatherings and the establishment of procedures to control the spread of COVID-19. This includes limiting the number, location, size, and type of gatherings, and requiring the use of mitigation measures at gatherings as a condition of hosting such gatherings.

On March 10, 2020, MDHHS identified the first two presumptive-positive cases of COVID-19 in Michigan. As of March 1, 2021, Michigan had seen 589,150 confirmed cases and 15,534 confirmed deaths attributable to COVID-19. Michigan was one of the states most heavily impacted by COVID-19 early in the pandemic, with new cases peaking at nearly 2,000 per day in late March. Strict preventative measures and the cooperation of Michiganders drove daily case numbers dramatically down to fewer than 200 confirmed cases per day in mid-June, greatly reducing the loss of life. Beginning in October, Michigan again experienced an exponential growth in cases. New cases peaked at nearly 10,000 cases per day in mid-November, followed by increases in COVID-19 hospitalizations and deaths.

On November 15, 2020, MDHHS issued an order enacting protections to slow the high and rapidly increasing rate of spread of COVID-19. Cases, hospitalizations, and deaths remained high through early

December, threatening hospital and public health capacity. On December 7, 2020, December 18, 2020, and January 13, 2021, MDHHS issued orders sustaining those protections. These orders played a crucial role in slowing the spread in Michigan and have brought new cases down to about 1,500 per day. These lower rates prevented Michigan's healthcare system from being overwhelmed with a holiday surge. On January 22, 2021, considering the reduction in cases, MDHHS issued an order permitting indoor dining. And on February 4, 2021, in light of continued decreases in cases of COVID-19 in the state, MDHHS issued an order permitting contact sports to be played.

As of February 27, the State of Michigan had a seven-day average of 91.2 cases per million people, nearly 88% lower than the case rate in mid-November. While that case rate is similar to the rate in early October, it has plateaued over the past week and remains three times the rate of the summer low point. Test positivity was 3.7% as of February 27, and has started to plateau as well. While metrics have decreased from all-time highs, further progress has tapered off and there is growing concern of another spike with the presence of more infectious variants in Michigan and the United States as a whole. A high number of cases creates significant pressure on our emergency and hospital systems. Improvements in healthcare capacity have slowed but are near the levels of early October. An average of 102 daily hospital admissions was seen in Michigan in the last week, with individuals under the age of 60 accounting for 40% of all new admissions. As of February 27, nearly 850 Michiganders were hospitalized with COVID-19 and 3.9% of all available inpatient beds were occupied by patients who had COVID-19. The state death rate was at that time 2.2 deaths per million people and there were approximately 150 weekly deaths in Michigan attributable to COVID-19. This is an 84% decrease from the second peak, which reached 13.7 deaths per million on December 10, 2020.

Even where COVID-19 does not result in death, and where Michigan's emergency and hospital systems are not heavily burdened, the disease can cause great harm. Recent estimates suggest that one in ten persons who suffer from COVID-19 will experience long-term symptoms, referred to as "long COVID." These symptoms, including fatigue, shortness of breath, joint pain, depression, and headache, can be disabling. They can last for months, and in some cases, arise unexpectedly in patients with few or no symptoms of COVID-19 at the time of diagnosis. COVID-19 has also been shown to damage the heart and kidneys. Furthermore, minority groups in Michigan have experienced a higher proportion of "long COVID." The best way to prevent these complications is to prevent transmission of COVID-19.

Since December 11, 2020, the Food and Drug Administration has granted emergency use authorization to three vaccines to prevent COVID-19, providing a path to end the pandemic. Michigan is now partaking in the largest mass vaccination effort in modern history and is presently working toward vaccinating at least 70% of Michigan residents 16 years of age and older as quickly as possible.

New and unexpected challenges continue to arise: in early December 2020, a variant of COVID-19 known as B.1.1.7 was detected in the United Kingdom. This variant is roughly 50 to 70 percent more infectious than the more common strain. On January 16, 2021, this variant was detected in Michigan. It is anticipated that the variant, if it becomes widespread in the state, will significantly increase the rate of new cases. Currently, Michigan is second in the nation with respect to the number of B.1.1.7 variants detected. To date, there are over 400 cases, and this is one fifth of all cases identified in the United States. CDC modeling predicts B.1.1.7 could become the predominant variant by the end of March. At present, however, it appears that cases have plateaued. Our progress in controlling the virus permits further careful easing of precautions, with close monitoring of cases and impacts, alongside efforts to increase the rate of vaccination.

Considering the above, and upon the advice of scientific and medical experts, I have concluded pursuant to MCL 333.2253 that the COVID-19 pandemic continues to constitute an epidemic in Michigan. I have also, subject to the grant of authority in 2020 PA 238 (signed into law on October 22, 2020), herein defined the symptoms of COVID-19 based on the latest epidemiological evidence. I further conclude that control of the epidemic is necessary to protect the public health and that it is necessary to restrict gatherings and establish procedures to be followed during the epidemic to ensure the continuation of

essential public health services and enforcement of health laws. As provided in MCL 333.2253, these emergency procedures are not limited to the Public Health Code.

I therefore order that:

**1. Definitions.**

- (a) “Camp” means a day, residential, travel, or troop camp for children (as defined by Rule 400.11101(1)(g) of the Michigan Administrative Code).
- (b) “Child care organization” means that term as defined by section 1(b) of the Child Care Organizations Act, 1973 PA 116, as amended, MCL 722.111(b).
- (c) “Contact sports” means sports involving more than occasional and fleeting contact, including: football; basketball; rugby; field hockey; soccer; lacrosse; wrestling; hockey; boxing; futsal; martial arts with opponents; and other sports meeting those criteria.
- (d) “Competition” means a game of skill played between opposing teams.
- (e) “Employee” means that term as defined in section 2(c) of the Improved Workforce Opportunity Wage Act, 2018 PA 337, as amended, MCL 408.932(c), and also includes independent contractors.
- (f) “Entertainment and recreational facility” includes: auditoriums; arenas; cinemas; concert halls; performance venues; sporting venues; stadiums; theaters; night clubs; strip clubs; water parks; archery ranges; amusement parks; arcades; bingo halls; bowling centers; casinos; gun ranges; laser tag arenas; trampoline parks; and the like.
- (g) “Exercise facility” means a location in which individuals participate in individual or group physical activity, including gymnasiums, fitness centers, and exercise studios.
- (h) “Face mask” means a tightly woven cloth or other multi-layer absorbent material that closely covers an individual’s mouth and nose.
- (i) “Food service establishment” means that term as defined in section 1107(t) of the Food Law, 2000 PA 92, as amended, MCL 289.1107(t).
- (j) “Gathering” means any occurrence, either indoor or outdoor, where two or more persons from more than one household are present in a shared space.
- (k) “Household” means a group of persons living together in a shared dwelling with common kitchen or bathroom facilities. In dwellings with shared kitchen or bathroom facilities occupied by 20 or more unrelated persons, households are defined by individuals who share a bedroom.
- (l) “Indoors” means within a space that is fully or partially enclosed on the top, and fully or partially enclosed on two or more contiguous sides. Additionally, in a space that is fully or partially enclosed on the top, and fully or partially enclosed on two non-contiguous sides, any part of that space that is more than 8 feet from an open side is indoors.
- (m) “Non-contact sports” means sports that are not contact sports.
- (n) “Outdoors” means a space that is not indoors.

- (o) “Organized sports” means competitive athletic activity requiring skill or physical prowess and organized by a sports organizer.
- (p) “Practice” means a training session for a game of skill, involving only members of a single team.
- (q) “Principal symptoms of COVID-19” means at least 1 of fever, uncontrolled cough, or atypical new onset of shortness of breath, or at least 2 of the following not explained by a known physical condition: loss of taste or smell, muscle aches, sore throat, severe headache, diarrhea, vomiting, or abdominal pain. Per section 1(j) of 2020 PA 339, this definition represents the latest medical guidance, and serves as the controlling definition.
- (r) “Sports organizer” means an association or other organization that sets and enforces rules to ensure the physical health and safety of all participants for an organized sport. Sports organizers at the sub-association level must follow all health and safety rules and procedures set by the association of which they are a member.

## 2. General capacity limitations at gatherings.

### (a) Indoor gatherings:

- (1) Are prohibited at residential venues, except where no more than 15 persons from no more than 3 households are gathered. Such gatherings should be held consistent with guidance issued by the Department of Health and Human Services for such gatherings; and
- (2) Are prohibited at non-residential venues, except where no more than 25 persons are gathered.

### (b) Outdoor gatherings are permitted only as follows:

- (1) At residential venues, 50 or fewer persons are gathered;
- (2) At non-residential venues, 300 or fewer persons are gathered.

### (c) The limitations to gatherings in sections 2(a) and 2(b) do not apply to:

- (1) Incidental gatherings of persons in a shared space, such as frequently occur in an airport, bus station, exercise facility, food service establishment, shopping mall, or public pool, except as prohibited in section 3;
- (2) Workplace gatherings that occur consistent with the Emergency Rules issued by MIOSHA on October 14, 2020;
- (3) Voting or official election-related activities;
- (4) Training of law enforcement, correctional, medical, or first responder personnel, insofar as those activities cannot be conducted remotely;
- (5) Education and support services at public, nonpublic, and boarding schools serving students in prekindergarten through grade 12;
- (6) Children in a child care organization, after school program, or camp setting;
- (7) Persons traveling on a school bus or public transit;



- (8) Gatherings for the purpose of medical treatment, including mental health and substance use disorder support services;
  - (9) Residential care facilities, which are subject to the March 2, 2021, epidemic order entitled “Requirements for Residential Facilities,” or any replacement of that order;
  - (10) Cardiopulmonary resuscitation courses and swimming instruction courses;
  - (11) Proctored, nationally-administered admissions and certification examinations that are not available remotely, provided that examinees are spaced no less than 6 feet apart;
  - (12) Gatherings at entertainment and recreational facilities that comply with the restrictions set forth in section 3(a) of this order;
  - (13) Gatherings for the purposes of indoor group fitness, exercise, or sports that comply with the restrictions set forth in sections 4(b), 4(d), 4(e), and 6 of this order;
  - (14) Gatherings for public health or other emergency purposes.
- (d) As a condition of hosting a gathering under this order, organizers and facilities must design the gathering to encourage and maintain physical distancing, and must ensure that persons not part of the same group maintain 6 feet of distance from one another to the extent possible.

**3. Gathering restrictions for entertainment facilities, recreational facilities, and food service establishments.**

- (a) Gatherings are prohibited at entertainment facilities and recreational facilities unless:
- (1) Venues and activities held at those venues comply with masking and distancing requirements in this subsection. Venues that cannot consistently adhere to these requirements (e.g., water parks, dance floors at a nightclub, or children’s indoor playgrounds inasmuch as staff are not present to prevent physical contact) may not be open.
    - (A) Patrons must remain masked at all times, except when eating or drinking in designated areas;
    - (B) Groups of patrons participating in activities together (such as those seated together at a concert or movie, or bowling in the same lane or group of lanes) must not exceed 25 persons indoors, or 300 persons outdoors;
    - (C) Patrons must be prevented from mingling with or engaging in physical contact with persons outside their group; and
    - (D) For sports practice and competition, participants must comply with the restrictions set forth in section 6;
  - (2) If participating in stationary activities, groups are spaced or seated at least 6 feet apart. If participating in non-stationary activities, groups maintain a consistent 6 feet of distance from other groups at all times;

- (3) Consumption of food or beverages is permitted only where patrons are seated, groups of patrons are separated by at least 6 feet, no more than 6 patrons are seated at a table, and groups of patrons do not intermingle;
- (4) Venues that are also food service establishments, as a condition of offering food or beverages, ensure their designated dining areas comply with all requirements in subsection (b);
- (5) Venues abide by the following density limitations:
  - (A) Where applicable, occupancy must not exceed 50% of the limits established by the State Fire Marshal or a local fire marshal; and
  - (B) Groups must remain at least 6 feet apart at all times;
- (6) Venues abide by the following maximum capacity limitations:
  - (A) At indoor stadiums and arenas, no more than 375 patrons may be gathered at venues with a seating capacity under 10,000, and no more than 750 patrons may be gathered at venues with a seating capacity of over 10,000;
  - (B) For indoor entertainment and recreation facilities, no more than 300 patrons may be gathered within any distinct space within the venue;
  - (C) For outdoor entertainment and recreation facilities, no more than 1000 patrons may be gathered.

(b) Gatherings are prohibited at food service establishments unless:

- (1) Consumption of food or beverages is permitted only in a designated dining area where patrons are seated, groups of patrons are separated by at least 6 feet, no more than 6 patrons are seated together (at a table, booth, or group of fixed seats), and groups of patrons do not intermingle;
- (2) Patrons are not permitted to gather in common areas in which people can congregate, dance, or otherwise mingle;
- (3) In the event that an employee of a food service establishment is confirmed positive for COVID-19 or shows principal symptoms of COVID-19 while at work, the food service establishment has been deep cleaned consistent with Food and Drug Administration and CDC guidance;
- (4) At establishments offering indoor dining:
  - (A) The number of patrons indoors (or in a designated dining area of a multipurpose venue) does not exceed 50% of normal seating capacity, or 100 persons, whichever is less, provided, however, that this limitation does not apply to soup kitchens and shelters;
  - (B) At food service establishments, or the designated dining area of a multipurpose venue, indoor dining is closed between the hours of 11:00 PM and 4:00 AM;
  - (C) The venue displays, in a prominent location, the MDHHS “Dining During COVID-19” brochure.

- (c) Gatherings at non-tribal casinos may not exceed 30% of total occupancy limits established by the State Fire Marshal or a local fire marshal.

4. **Gathering restrictions for other facilities.** In addition to the gathering limitations set forth elsewhere in this order, the following limitations apply to gatherings in the following facilities:

- (a) A gathering at a retail setting, library, or museum must not exceed 50% of total occupancy limits established by the State Fire Marshal or a local fire marshal. Nevertheless, a retail store, library, or museum may permit one customer at a time to enter if strict adherence to the 50% total occupancy limit would otherwise result in closure. Spaces for indoor dining, including food courts, must comply with the requirements for food service establishments as set forth in section 3(b).

- (1) Retail stores must establish lines to regulate entry and checkout, with markings for patrons to enable them to stand at least six feet apart from one another while waiting.

- (b) At exercise facilities:

- (1) Gatherings must not exceed 30% of the total occupancy limits established by the State Fire Marshal or a local fire marshal;
  - (2) There must be at least 6 feet of distance between each occupied workout station and physical layout of the space must be established such that exercisers can move between stations while maintaining 6 feet of distance from others at all times; and
  - (3) Gatherings for group fitness activities or classes are permitted, provided that all persons maintain at least 6 feet of distance from others at all times and wear a face mask at all times.

- (c) Gatherings in waiting rooms at outpatient health care facilities, veterinary clinics, and other businesses are prohibited unless the facility implements a system to ensure that persons not of the same group maintain 6 feet of distance. To the extent possible, this system must include a policy that patients wait in their cars for their appointments to be called.

- (d) Gatherings at an indoor pool not otherwise prohibited by this order must not exceed 30% of bather capacity limits described in Rule 325.2193 of the Michigan Administrative Code. Gatherings at an outdoor pool not otherwise prohibited by this order must not exceed 50% of bather capacity limits described in Rule 325.2193 of the Michigan Administrative Code.

- (e) Gatherings at ice and roller rinks are permitted, provided that occupancy is limited to 10 persons per 1,000 square feet, including within the exercise space. Gatherings for the purpose of open skating are permitted.

- (f) In facilities offering non-essential personal care services, including hair, nail, tanning, massage, traditional spa, tattoo, body art, piercing services, and similar personal care services, all services must be provided by appointment, and gatherings in waiting areas are prohibited.

5. **Schools, colleges, technical schools, and universities.**

- (a) Subject to local health department and school district authority, and consistent with the applicable restrictions in section 6, gatherings at public, nonpublic, and boarding schools

are permitted for the purpose of conducting in-person instruction and extracurricular activities in prekindergarten through grade 12.

- (b) Gatherings at public, nonpublic, and boarding schools are permitted for the purpose of child care programs, tutoring and academic support, and for providing services to students in need, including food distribution, access to internet connectivity, and physical and mental health care services.
- (c) Gatherings at colleges and universities, trade schools, and career schools are permitted for the purpose of holding in-person classes and other events sponsored by the educational institution. The limits imposed by section 2(a) and 2(b) do not apply to such gatherings, but they remain subject to all other applicable requirements of this order.

**6. Organized sports gathering restrictions.**

- (a) Gatherings for the purpose of contact sports practice and competition are prohibited unless:
  - (1) Participants remain masked; or
  - (2) Where it would be unsafe for participants to remain masked, all participants are tested consistent with MDHHS's document entitled Guidance for Athletics issued February 7, 2021.
- (b) Gatherings for the purpose of sports practice and competition are prohibited unless participants maintain 6 feet of distance from each other when not engaged in play.
- (c) Gatherings of non-participants for the purpose of observing sports practice and competition must be held consistent with section 3.
- (d) Sports organizers, venues, and teams must ensure that all gatherings for the purpose of sports competition and practice comply with the requirements of this order.
- (e) Even where it is not required, sports organizers are encouraged to administer a testing program as specified MDHHS's document entitled Guidance for Athletics issued February 7, 2021.

**7. Face mask requirement at gatherings.**

- (a) All persons participating in gatherings are required to wear a face mask.
- (b) As a condition of gathering for the purpose of transportation, transportation providers must require all staff and patrons to use face masks, and must enforce physical distancing among all patrons to the extent feasible.
- (c) Except as provided elsewhere in this order, a person responsible for a business, store, office, government office, school, organized event, or other operation, or an agent of such person, must prohibit gatherings of any kind unless the person requires individuals in such gatherings (including employees) to wear a face mask, and denies entry or service to all persons refusing to wear face masks while gathered.
- (d) A person responsible for a business, store, office, government office, school, organized event, or other operation, or an agent of such person, may not assume that someone who enters the facility without a face mask falls within one of the exceptions specified in section 8 of this order, including the exception for individuals who cannot medically tolerate a face

mask. An individual's verbal representation that they are not wearing a face mask because they fall within a specified exception, however, may be accepted.

(e) A person responsible for a child care organization or camp, or an agent of such person, must not allow gatherings unless face masks are worn by all staff. Children must wear face masks as indicated below:

(1) All children 2 years and older when on a school bus or other transportation provided by the child care organization or camp;

(2) All children 4 years and older when in indoor hallways and indoor common areas;

(3) All children 5 years and older when in classrooms, homes, cabins, or similar indoor settings.

(f) Participants in gatherings for any exercise activities, group fitness, or organized sports must comply with face mask requirements listed in MDHHS's document entitled Guidance for Athletics issued February 7, 2021.

8. **Exceptions to face mask requirements.** Although a face mask is strongly encouraged even for individuals not required to wear one (except for children under the age of 2), the requirement to wear a face mask in gatherings as required by this order does not apply to individuals who:

(a) Are younger than 5 years old, outside of a child care organization or camp setting (which are subject to requirements set out in section 7(e));

(b) Cannot medically tolerate a face mask;

(c) Are eating or drinking while seated at a food service establishment or at a private residence;

(d) Are exercising outdoors and able to consistently maintain 6 feet of distance from others;

(e) Are swimming;

(f) Are receiving a medical or personal care service for which removal of the face mask is necessary;

(g) Are asked to temporarily remove a face mask for identification purposes;

(h) Are communicating with someone who is deaf, deafblind, or hard of hearing and whose ability to see the mouth is essential to communication;

(i) Are actively engaged in a public safety role, including but not limited to law enforcement, firefighters, or emergency medical personnel, and where wearing a face mask would seriously interfere in the performance of their public safety responsibilities;

(j) Are engaging in a religious service;

(k) Are giving a speech for broadcast or to an audience, provided that the audience is at least 12 feet away from the speaker; or

(l) Are participating in a testing program specified in MDHHS's document entitled Guidance for Athletics issued February 7, 2021, and are engaged in practice or competition where the wearing of a mask would be unsafe.

## 9. Contact tracing requirements for particular gatherings.

- (a) Gatherings are prohibited at the following facilities unless the facility maintains accurate records, including date and time of entry, names of patrons, and contact information, to aid with contact tracing, and denies entry for a gathering to any visitor who does not provide, at a minimum, their name and phone number:
  - (1) All businesses or operations that provide hair, nail, tanning, massage, traditional spa, tattoo, body art, piercing services, or similar personal care services; and
  - (2) Exercise facilities.
- (b) All businesses or operations that provide in-home services, including cleaners, repair persons, painters, and the like must not permit their employees to gather with clients unless the business maintains accurate appointment records, including date and time of service, name of client, and contact information, to aid with contact tracing.
- (c) All dine-in food service establishments must maintain accurate records of the names and phone numbers of patrons who purchase food for consumption on the premises, and the date and time of entry.
- (d) Upon request, businesses, schools, and other facilities must provide names and phone numbers of individuals with possible COVID-19 exposure to MDHHS and local health departments to aid in contact tracing and case investigation efforts.
- (e) Data collected under this section:
  - (1) Must not be sold, or used for sales or marketing purposes without the express consent of each patron;
  - (2) Must be protected as confidential information to the fullest extent of the law;
  - (3) Must not be provided to law enforcement or immigration officials except upon receipt of a lawful subpoena from a court or other lawful court order;
  - (4) Must be retained for 28 days by the collecting organization, after which time the data must be destroyed. If facilities use existing data to fulfill this requirement, they may instead follow their own pre-existing data retention and destruction policies at the conclusion of the 28-day retention period.

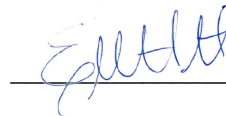
## 10. Implementation.

- (a) Nothing in this order modifies, limits, or abridges protections provided by state or federal law for a person with a disability.
- (b) Under MCL 333.2235(1), local health departments are authorized to carry out and enforce the terms of this order.
- (c) Law enforcement officers, as defined in the Michigan Commission on Law Enforcement Standards Act, 1965 Public Act 203, MCL 28.602(f), are deemed to be “department representatives” for purposes of enforcing this order, and are specifically authorized to investigate potential violations of this order. They may coordinate as necessary with the appropriate regulatory entity and enforce this order within their jurisdiction.

- (d) Neither a place of religious worship nor its owner is subject to penalty under this order for allowing religious worship at such place. No individual is subject to penalty under this order for engaging in religious worship at a place of religious worship.
- (e) Consistent with MCL 333.2261, violation of this order is a misdemeanor punishable by imprisonment for not more than 6 months, or a fine of not more than \$200.00, or both.
- (f) Nothing in this order affects any prosecution or civil citation based on conduct that occurred before the effective date of this order.
- (g) Nothing in this order should be taken to interfere with or infringe on the powers of the legislative and judicial branches to perform their constitutional duties or exercise their authority, or protections guaranteed by the state or federal constitution under these emergency circumstances.
- (h) Consistent with any rule or emergency rule promulgated and adopted in a schedule of monetary civil penalties under MCL 333.2262(1) and applicable to this order, violations of this order are also punishable by a civil fine of up to \$1,000 for each violation or day that a violation continues.
- (i) If any provision of this order is found invalid by a court of competent jurisdiction, whether in whole or in part, such decision will not affect the validity of the remaining part of this order.

This order takes effect on March 5, 2021, at 12:01 AM, at which time the February 4, 2021, order entitled Gatherings and Face Mask Order is rescinded. This order remains in effect through April 19, 2021, at 11:59 PM. Persons with suggestions and concerns are invited to submit their comments via email to [COVID19@michigan.gov](mailto:COVID19@michigan.gov).

Date: March 2, 2021



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Elizabeth Hertel, Director

Michigan Department of Health and Human Services