



Regular City Council Meeting
7:00 p.m., Monday, Sept. 19, 2022
Farmington City Hall
23600 Liberty Street
Farmington, MI 48335

REGULAR MEETING AGENDA

1. **ROLL CALL**
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**
 - C. **Farmington Monthly Payments Report**
 - D. **Farmington Public Safety Monthly Report**
 - E. **Accept resignations from the Farmington Historical Commission, Beautification Committee & Zoning Board of Approvals**
4. **APPROVAL OF REGULAR AGENDA**
5. **PUBLIC COMMENT**
6. **NEW BUSINESS**
 - A. **Consideration to award parking lot sealcoating pavement marking**
 - B. **Consideration to renew Farmington Road Maintenance Agreement with the Road Commission for Oakland County**
 - C. **Oakland Street sanitary sewer additional lining**
 - D. **Consideration to approve payment application No. 4 for the Shiawassee & Drake Park restroom improvements to Summit Company**
 - E. **Consideration to authorize a cost increase for replacement Freightliner truck chassis**
 - F. **Request to approve the purchase of replacement firearms for all sworn public safety department members**
 - G. **Request to approve the purchase of In-Car and Body Worn Cameras for the public safety department**
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.

Farmington City Council Staff Report	Council Meeting Date: September 19, 2022	Item Number 3A
Submitted by: Melissa Andrade, Assistant to the City Manager		
<u>Agenda Topic:</u> Accept Minutes from City's Boards and Commissions		
<p> CIA: September meeting canceled DDA: August was a joint meeting with the City, City Clerk Mary Mullison took the minutes Historical: June 2022 Parking: August meeting canceled Pathways: September 7 Special Meeting and August 2022 Planning: September meeting canceled ZBA: September meeting canceled Library: August 2022 Commission on Aging: No meeting in August Farmington/Farmington Hills Arts Commission: June 2022 Commission on Children, Youth and Families: June 2022 Emergency Preparedness Committee: August 2022 </p>		

HISTORICAL COMMISSION REGULAR MEETING
June 23, 2022

1. Call to order 7:05pm
2. Roll call – Laura Myers, Janie Gundlach, Rudy Wengorovius, Jill Keller
3. Rudy moved to accept minutes from May, Janie second, all ayes
4. Public comment – none
5. Mansion activities – nothing is currently planned except a cemetery walk in the fall. Once they start working on the mansion repairs there will be no activities on the property.
6. Mansion is scheduled for several repairs including the front porch, the roof over the porch, the walkway, adding a ramp in the back for wheelchair access, 2 corner pillar posts will be replaced and some railings. Work is expected to be completed by the end of the summer.
7. New Business
 - a. 2021-2022 annual report – Janie motioned to approve, Jill second, all ayes
 - b. Nominations for officers for the next year – all ayes
 - i. President: Laura Myers
 - ii. Vice President: Robert Senn
 - iii. Secretary: Jill Keller
 - iv. Treasurer: Janie Gundlach
8. Old Business - none
9. Correspondence – none
10. Commission comments - none
11. Adjournment – 7:39pm



FARMINGTON PATHWAYS COMMITTEE

7:00 p.m.

MINUTES

SEPTEMBER 7, 2022

1. CALL TO ORDER – Meeting was called to order by Susan at 7:04 pm
2. ROLL CALL

Present:
Susan Arlin
Tim Prince
Kevin Christiansen
Joe VanDerZanden
Sue Lover
Maria Taylor
Brent Bartman
Chris Weber
Bill Gesaman – via Zoom
3. APPROVAL OF AGENDA – Sue moved to approve the agenda, seconded by Brent
The agenda was approved unanimously.
4. NEW BUSINESS – Sue Lover led information with representatives from Detroit Greenways
 - a. DISCUSSION WITH DETROIT GREENWAYS REPRESENTATIVES
(Representatives of Detroit Greenways will be attending meeting via zoom. Instructions for linking to the zoom are below)
 - i. Pathways Committee Introductions
 - ii. Detroit Greenways Introductions
 - Todd Scott – Executive Director of the Detroit Greenways Coalition
 - Myra Tetteh, MPP, Ph.D., City of Detroit Green Task Force Transportation & Mobility Committee Co-Chair

Discussion continued of the Detroit Greenways Coalition's work, founding, accomplishments, and methods to inform future work and effectiveness of the Farmington Pathways Committee
5. PUBLIC COMMENT - None
6. COMMITTEE MEMBER COMMENT
 - Pathways committee had brief discussion of the information shared in the discussion.

- Plan made that committee members will email to Chris points from the discussion they want to add to next meeting agenda to discuss in debrief of tonight's discussion.

- Chris shared that the Oak Park Economic Director invited the Pathways Committee, along with city staff, to tour the Oak Park Linear Park installation using MoGo program bikes on 10/6/2022 at 3 pm. Committee members will check schedules to provide a count at next meeting of who will attend.

7. ADJOURNMENT – Brent moved to adjourn and Sue seconded at 8:15 pm

Next meeting: September 14, 2022

City of Farmington is inviting you to a scheduled Zoom meeting.

Topic: Pathways Committee Meeting

Time: Sep 7, 2022 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83712593694?pwd=bHZFSlpLb2F1NEFjZExtZlFORmlSdz09>

Meeting ID: 837 1259 3694

Passcode: 942733

One tap mobile

+13092053325,,83712593694#,,,,*942733# US

+13126266799,,83712593694#,,,,*942733# US (Chicago)

Dial by your location

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 931 3860 US

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Washington DC)

+1 669 900 6833 US (San Jose)

+1 719 359 4580 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 386 347 5053 US

+1 564 217 2000 US

+1 669 444 9171 US

Meeting ID: 837 1259 3694

Passcode: 942733



FARMINGTON PATHWAYS COMMITTEE

7:00 p.m.

Minutes

AUGUST 10, 2022

1. CALL TO ORDER – 7:05 called to order by Susan Arlin

2. ROLL CALL

Present:

Susan Arlin

Tim Prince

Bill Gesaman

Kevin Christiansen

Joe VanDerZanden

Sue Lover

Maria Taylor

Brent Bartman

Chris Weber – via Zoom

3. APPROVAL OF AGENDA – Moved by Brent and supported by Bill, passed unanimously by all present.

4. APPROVAL OF MINUTES – Motion by Maria and seconded by Sue, approved unanimously.

a. MEETING MINUTES, JULY 13, 2022

5. OLD BUSINESS

a. GILL ROAD CROSSWALKS AT GRAND RIVER AND FREEDOM – Kevin reported a work order had been placed for both crosswalks and stop bars on Gill at intersections with Grand River and Freedom Rd. Work expected to be completed in approximately 30 -days, after Labor Day.

b. CROSSWALK AT KRAZY KRAB ON GRAND RIVER – Kevin shared he spoke with Chuck about this and reviewed OHM progress on the project. A future phase of this construction is considering a crosswalk there, and had been considered in past road diet, but MDOT was “iffy” on doing that. Current plan is to try to add this crosswalk back in and get MDOT to agree. Efforts to add this crosswalk are currently in progress.

c. COMMUNITY INPUT ON EXISTING AND ADDITIONAL PROJECTS - Susan shared that she and Maria plan to get together to devise a framework on this to report at next meeting.

d. SAFE ROUTES TO SCHOOL UPDATE -

Sue reported that she presented the Safe Routes to School project, including planning help and grant money, to city council, whose response was enthusiastic and encouraged continuing to pursue this project. The writing of the grant will depend on which of 3 options are chosen for this project. The next step on this project is to explore public interest and viability of these 3 options to choose between them.

Option 1 is a pathway from Chatham Hills through to Drake Park, which would need to pass through the property of at least one home. To explore viability of this option, Chris is drafting a letter to the 3 potential houses/route possibilities that could have pathway going through/past their property and gauge interest in the neighborhood. These letters are due to go out next week.

Option 2 would be adding sidewalks to walking routes to Longacre School along Arundel and Longacre streets to allow for walking out of the street and away from cars driving, dropping off, and picking up from the school.

Option 3 is using funds to add lighting and other miscellaneous items such as cross light buttons at crosswalks to improve safety for pedestrians.

Grant planning could start in approximately one month if letters to local homeowners/community for option 1 receive a positive response. Otherwise, the project will progress with drafting and sending out letters for option #2 and awaiting a response.

e. SHIAWASSEE ROAD CAR COUNTER UPDATE

Brent reported that he has compiled data from counting the use of the on-street parking spots on Shiawassee but did not have it prepared for this meeting. It was discussed that data was very limited and likely inadequate as only the Pathways Committee members with iphones were able to use the data recording method Brent had shared. To gather more data, it was decided that each day of the week would be assigned to a different committee member to take multiple counts of parked cars on their assigned day for the next month and report back at the September meeting.

f. 9 MILE PATHWAY UPDATE

Tim and Chris reported plans to attend the next meeting on August 23rd in Southfield, where involved cities will begin to determine scope, strategies, goals and other details. They will update committee at next meeting.

g. ONE PAGER UPDATE

Plan made to keep One Page Project Summaries organized in a folder in the Pathways Committee shared Google Drive. Joe volunteered to take responsibility for managing the folder and keeping track of who was

assigned to maintain the information on each assignment, and suggested keeping this as part of the secretary's role.

Tim suggested planning to go through all of the one pagers next month to share and update.

6. NEW BUSINESS

a. SPECIAL MEETING TO DISCUSS DEVELOPMENT OF BIKE LANES IN DETROIT ON SEPTEMBER 7, 2022 -

Sue set up a meeting with presenters from Detroit Greenways Coalition on Zoom to share information and insight on how they have had success in establishing bike lanes, trails, and complete streets in Detroit. Meeting will take place in City Hall conference room with presenters joining via Zoom.

b. WALKABOUTS DISCUSSION

Tim reported that he was invited to visit and walk with the walking group that meets at the Farmington Farmer's Market weekly for 1 mile walks. Tim joined a group of about 20 participants on their walk and then took them to the McGee Hill path. Group members expressed surprise that the path was there and were surprised and pleased by "how quiet and nice it was." Tim reported there was interest within the group of the work of the Pathways Committee and some expressed interest in joining the committee in the future. The committee discussed that this walking group could be a good resource for interest in projects and insight in walking routes, ideas and issues.

c. ANY NEW TARGET AREAS?

Maria shared interest from a Facebook neighborhood group that was looking to have a sidewalk added on Yoder Street behind the daycare. Kevin shared it is technically a parking lot and not a road. He described it as an access drive to Sunny Daycare with joint ownership. The north end of the street is owned by the city and the south end is owned by the daycare. He shared that the current construction plan is to redo the access drive as is with no sidewalk. Work has already begun with demolition in progress. Suggestions were made to paint a line to separate a space for walking on the edge of the road for safety from cars but Kevin expressed it can be a safety concern to appear to direct pedestrians to an area too close to traffic to be safe. Kevin stated he would check in with Chuck on the plan and what, if anything, could still be done on the project to address walkability.

Kevin suggested adding to monthly meeting agendas a line to give updates on current projects that have new information to keep everyone current without taking time to check on every project at each meeting.

It was planned to address updates on the Maxfield training center and walkability of the planned project at the next meeting as the project is

about to be presented to the planning commission, including any updates and revisions.

7. PUBLIC COMMENT

None

8. COMMITTEE MEMBER COMMENT

Tim asked when work on the sidewalk project will begin. Updated that the project is still in planning to work in phases, at least start in the most needed areas in the Belaire neighborhood before moving on to next step. Chris reported that City Council approved the contracts for the work the prior day. Two areas have water mains and will be worked on as well.

Chris suggested soon planning a bike ride for October, including checking out 9 mile non-motorized pathway areas by bike.

9. ADJOURNMENT –Tim moved to adjourn and seconded by Brent at 8:26 PM

Next meeting: September 7, 2022



**Farmington Community Library
Board of Trustees Meeting
Thursday, August 11, 2022
6:00 p.m.**

Contact Trustees

<http://www.farmlib.org/contact-the-library-board/>

Farmington Community Library Board of Trustees
Regular Meeting – 6:00 p.m.
August 11, 2022

- **Call to Order (6:05)**
- **Approval of Agenda**
- **Minutes**
 - Approval of Minutes - Regular Board Meeting - July 14, 2022
- **Treasurers Report (6:15-6:20)**
 - Operating Bills
 - Approval of June 2022 Bills
- **Friends Report (6:20-6:30)**
- **Director's Report (6:30-7:00)**
 - Facilities Report
 - Lisa Laesch Vanstone
 - Sarah Zitter
- **Sub-Committee Updates (7:00-7:10)**
 - Strategic Planning Committee
 - Personnel Committee
- **Unfinished Business (7:10-7:30)**
 - June meeting Minutes
 - Library Extravaganza
 - Doodle Poll results; 8/12 evening out & 10/2 for board retreat
- **New Business (7:30-7:50)**
- **Correspondence**
- **Public Comment (3 minutes per person)**
- **Adjournment**



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27400 Northwestern Highway
P.O. Box 307
Southfield, MI 48037-0307
Tel: 248.352.2500
Fax: 248.352.0018
plantemoran.com

August 8, 2022

To: Kelley Siegrist, Library Director
Farmington Community Library (FCL) Board of Directors

Re: July 2022 Monthly Financial Statements

Enclosed are the following Monthly Financial Statements for your review:

1. Check Register
2. Balance Sheet – General Fund
3. Revenue & Expenditure Report – General Fund
4. Balance Sheet – Endowment Fund
5. Revenue & Expenditure Report – Endowment Fund
6. Balance Sheet – Capital Reserve Fund
7. Revenue & Expenditure Report – Capital Reserve Fund
8. Investment Report

Note: We are unable to obtain online banking access to the Liberty Endowment account located at Fidelity. This account will be updated upon receipt of the paper statement.

Fiscal Year Ending June 30, 2022 balances are still in draft form and subject to change in conjunction with the audit. Audit fieldwork is scheduled to begin August 22, 2022.

Thank you.

Disclaimer: These financial statements have not been subjected to an audit, review or compilation engagement, and no assurance is provided on them.

Farmington Community Library Check Register

Date	Payee	Document No	Amount Cleared
Bank: i			
07/06/2022	10140--ADP, LLC		36.16 07/31/2022
07/06/2022	10140--ADP, LLC		24,850.24 07/31/2022
07/06/2022	10126--Michigan Employers Retirement		4,836.76 07/31/2022
07/06/2022	10126--Michigan Employers Retirement		1,523.38 07/31/2022
07/06/2022	10126--Michigan Employers Retirement		1,242.62 07/31/2022
07/06/2022	10126--Michigan Employers Retirement		3,937.71 07/31/2022
07/06/2022	10126--Michigan Employers Retirement		3,611.28 07/31/2022
07/20/2022	10126--Michigan Employers Retirement		(3,687.23) In Transit
07/20/2022	10126--Michigan Employers Retirement		3,687.23 In Transit
07/20/2022	10140--ADP, LLC		23,631.49 07/31/2022
07/20/2022	10126--Michigan Employers Retirement		4,677.15 07/31/2022
07/20/2022	10126--Michigan Employers Retirement		1,408.82 07/31/2022
07/20/2022	10126--Michigan Employers Retirement		1,160.76 07/31/2022
07/20/2022	10126--Michigan Employers Retirement		3,535.01 07/31/2022
07/20/2022	10126--Michigan Employers Retirement		3,866.04 07/31/2022
07/20/2022	10126--Michigan Employers Retirement		22,662.46 07/31/2022
07/22/2022	10140--ADP, LLC		36.16 07/31/2022
Total for Comerica - 4751			101,016.04
Bank: Bill.com Clearing - Bill.com Money Out Clearing Account No:			
07/06/2022	10008--Amazon		147.28 In Transit
07/06/2022	10144--Mutual Of Omaha		1,524.06 In Transit
07/06/2022	10035--The Library Network		2,003.83 In Transit
07/06/2022	10117--Headtech Electronics		210.00 In Transit
07/06/2022	10132--Scholastic Inc.		30.47 In Transit
07/06/2022	10415--Howell Nature Center		221.26 In Transit
07/06/2022	10220--PTS Communications		150.00 In Transit
07/06/2022	10449--Monica Sloan		110.00 In Transit
07/06/2022	10027--Great Lakes Ace Hardware		4.50 In Transit
07/06/2022	10448--Faren Watson		37.97 In Transit
07/06/2022	10121--Library Ideas		2,328.45 In Transit
07/06/2022	10260--Kristel Sexton		37.28 In Transit
07/06/2022	10072--Innovative Interfaces Inc		63,920.83 In Transit
07/06/2022	10004--Ingram Library Services		438.25 In Transit
07/06/2022	10447--Joan Weddell		164.00 In Transit
07/06/2022	10011--Midwest Tape		2,200.02 In Transit
07/06/2022	10000--Baker & Taylor Inc		1,575.21 In Transit
07/06/2022	10446--Sandy Herman		199.00 In Transit
07/06/2022	10082--OverDrive, Inc		92.62 In Transit
07/15/2022	10060--Bonnie Greschaw		346.20 In Transit
07/18/2022	10082--OverDrive, Inc		3,000.00 In Transit
07/18/2022	10012--NBS		1,694.00 In Transit
07/18/2022	10451--Library Market		4,000.00 In Transit
07/18/2022	10029--Unique		90.00 In Transit
07/18/2022	10186--Cengage Learning Inc / Gale		3,473.00 In Transit
07/18/2022	10079--Midwest Tape Hoopla		8,205.63 In Transit
07/18/2022	10007--Matt Watroba		1,500.00 In Transit
07/18/2022	10450--Oakland County Parks		300.00 In Transit
07/18/2022	10256--OCLC Inc.		21,454.43 In Transit
07/18/2022	10452--Suburban Library Cooperative		120.00 In Transit
07/18/2022	10201--Plante Moran		2,092.19 In Transit
07/18/2022	10024--City of Farmington Hills		82.96 In Transit
07/18/2022	10221--Jennifer Willard		94.70 In Transit
07/18/2022	10010--McCoy Maintenance Inc		575.00 In Transit
07/22/2022	10165--Michigan.com		521.95 In Transit
07/22/2022	10165--Michigan.com		(590.95) In Transit
07/22/2022	10029--Unique		88.65 In Transit
07/22/2022	10045--Discount School Supply		272.31 In Transit
07/22/2022	10284--MBM Technology Solutions		799.00 In Transit
07/22/2022	10210--Eugene Clark		375.00 In Transit
07/22/2022	10165--Michigan.com		590.95 In Transit
07/22/2022	10206--Joe Reilly		500.00 In Transit
07/22/2022	10141--Benistar/UA-6803		12,901.00 In Transit
07/22/2022	10452--Suburban Library Cooperative		120.00 In Transit
07/22/2022	10027--Great Lakes Ace Hardware		7.17 In Transit
07/22/2022	10110--Ebsco Subscription Services		20,786.06 In Transit
07/22/2022	10147--EHIM		709.17 In Transit
07/22/2022	10315--MetroNet Consortium		4,500.00 In Transit

Farmington Community Library Check Register

Date	Payee	Document No	Amount Cleared
07/22/2022	10046--EnvisionWare, Inc		2,696.40 In Transit
07/22/2022	10008--Amazon		425.70 In Transit
07/22/2022	10071--Graphic Sciences, Inc		184.63 In Transit
07/22/2022	10063--City Of Farmington - Water		1,315.56 In Transit
07/22/2022	10075--Lush Lawn/Safari Tree		676.50 In Transit
07/22/2022	10004--Ingram Library Services		289.61 In Transit
07/22/2022	10011--Midwest Tape		2,800.22 In Transit
07/22/2022	10010--McCoy Maintenance Inc		9,890.00 In Transit
07/22/2022	10023--Witt Mechanical, Inc		1,103.50 In Transit
07/22/2022	10082--OverDrive, Inc		119.57 In Transit
07/22/2022	10037--Dorothy Hinton		160.00 In Transit
07/22/2022	10035--The Library Network		19,957.53 In Transit
07/22/2022	10074--Library Design Associates Inc.		17,820.00 In Transit
07/22/2022	10026--FJ Lafontaine & Sons Landscaping		950.00 In Transit
07/22/2022	10000--Baker & Taylor Inc		5,347.91 In Transit
07/22/2022	10016--Advanced Pest Control		268.00 In Transit
07/26/2022	10235--Jo-Ann Stores, LLC		11,006.00 In Transit
07/26/2022	10143--Blue Care Network		25,535.28 In Transit
07/26/2022	10017--CDW Government Inc		9,361.80 In Transit
07/26/2022	10132--Scholastic Inc.		99.30 In Transit
07/26/2022	10453--MSU Extension		400.00 In Transit
07/26/2022	10144--Mutual Of Omaha		1,533.04 In Transit
07/26/2022	10015--Toshiba America Business Solutions		2,520.94 In Transit
07/26/2022	10160--Maria Showich-Gallup		98.94 In Transit
07/26/2022	10041--Naeir		182.53 In Transit
07/26/2022	10011--Midwest Tape		453.79 In Transit
07/26/2022	10082--OverDrive, Inc		3,543.82 In Transit
07/26/2022	10031--Quill LLC		2,574.86 In Transit
07/26/2022	10004--Ingram Library Services		1,223.83 In Transit
07/27/2022	10106--AT&T Long Distance		(5.89) In Transit
	Total for Bill.com Clearing		<u>286,536.82</u>
	Bank: Comerica - 4744		
07/08/2022	10009--Consumers Energy		163.33 07/31/2022
07/09/2022	10006--Bright House Networks		123.99 07/31/2022
07/12/2022	10329--Swank Movie Licensing USA	27158	118.00 07/31/2022
07/13/2022	10019--Clear Rate Communications		420.23 07/31/2022
07/13/2022	10014--T-Mobile		1,128.31 07/31/2022
07/15/2022	10330--Comerica Commerical Card Services		1,964.76 07/31/2022
07/20/2022	10005--DTE Energy		17,128.17 07/31/2022
07/26/2022	10083--Pitney Bowes Global Financial Services Inc		1,000.00 07/31/2022
	Total for Comerica - 4744		<u>22,046.79</u>

Motion Required:

I move that the Board approve the above expenditures as presented
GRAND TOTAL: \$409,599.65

General Fund

Farmington Community Library
 Comparative Balance Sheet
 As of July 31, 2022

	PERIOD ENDED 06/30/2022	PERIOD ENDED 07/31/2022	CHANGE	% CHANGE
Assets				
Cash & Cash Equivalents				
000001 - General Checking - Comerica	339,604.11	397,663.33	58,059.22	17.09 %
000004 - Petty Cash	1,260.00	1,260.00	0.00	0.00 %
000007 - Payroll Checking - Comerica	287,683.00	346,870.62	59,187.62	20.57 %
000011 - Millage Money Market - Comerica	5,553,236.99	5,253,889.19	(299,347.80)	(5.39) %
Total Cash & Cash Equivalents	6,181,784.10	5,999,683.14	(182,100.96)	(2.94) %
Other Assets				
000018 - Accounts Receivable	197,326.23	190,125.46	(7,200.77)	(3.64) %
000040 - Accounts Receivable - Metro Net	0.00	11,006.00	11,006.00	100.00 %
000042 - Accounts Receivable - Friends	25,791.59	25,791.59	0.00	0.00 %
000043 - Accounts Receivable - Interlibrary Loan	65.69	48.67	(17.02)	(25.90) %
000123 - Prepaid Expense	138,479.16	0.00	(138,479.16)	(100.00) %
Total Other Assets	361,662.67	226,971.72	(134,690.95)	(37.24) %
Total Assets	6,543,446.77	6,226,654.86	(316,791.91)	(4.84) %
Liabilities and Equity				
Liabilities				
Current Liabilities				
000202 - Accounts Payable	153,190.53	53,552.85	(99,637.68)	(65.04) %
000203 - Manual Accounts Payable	94.70	0.00	(94.70)	(100.00) %
000209 - Friends of Library - Book Sale	0.00	1,360.70	1,360.70	100.00 %
000216 - Due to Other Governments	17,886.52	17,886.52	0.00	0.00 %
000257 - Accrued Payroll	88,025.87	0.00	(88,025.87)	(100.00) %
000258 - Section 125- Medical Reimbrsmt	316.41	316.41	0.00	0.00 %
Total Current Liabilities	259,514.03	73,116.48	(186,397.55)	(71.82) %
Long Term Liabilities				
000331 - Unemployment Liability	398,452.50	398,452.50	0.00	0.00 %
000339 - Unearned Revenues	25,791.59	25,791.59	0.00	0.00 %
Total Long Term Liabilities	424,244.09	424,244.09	0.00	0.00 %
Total Liabilities	683,758.12	497,360.57	(186,397.55)	(27.26) %
Equity				
000390 - Fund Balance	5,054,919.00	5,859,688.65	804,769.65	15.92 %
Total Equity	5,054,919.00	5,859,688.65	804,769.65	15.92 %
Net Income Current Period	804,769.65	(130,394.36)	(935,164.01)	(116.20) %
Total Liabilities and Equity	6,543,446.77	6,226,654.86	(316,791.91)	(4.84) %

General Fund

**Farmington Community Library
Revenue and Expenditure Report
As of July 31, 2022**

	Year Ending	Year Ending		Year To Date	% BUDGET
	06/30/2022	06/30/2023	06/30/2023	07/31/2022	
	END BALANCE	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE	
Revenue					
000404 - Summer Tax Revenue - Hills	3,489,180.01	3,690,852.00	3,690,852.00	304,376.80	8.25 %
000405 - Summer Tax Revenue - City	346,061.85	382,464.00	382,464.00	44,561.59	11.65 %
000406 - Winter Tax Revenue - Hills	2,016,734.06	2,161,003.00	2,161,003.00	0.00	0.00 %
000407 - Winter Tax Revenue - City	201,313.60	223,934.00	223,934.00	0.00	0.00 %
000410 - Delinquent Taxes	83,887.05	16,250.00	16,250.00	0.00	0.00 %
000450 - MI Special Assmt/replaced PPT	318,927.41	315,945.00	315,945.00	0.00	0.00 %
000539 - State Penal Fine Revenue	142,826.50	159,115.00	159,115.00	0.00	0.00 %
000540 - State Aid - Farmington Library	93,941.54	78,155.00	78,155.00	0.00	0.00 %
000541 - Grant Revenue	3,478.00	785.00	785.00	0.00	0.00 %
000602 - Auditorium Fees	9,820.00	15,000.00	15,000.00	1,590.00	10.60 %
000603 - Metro Net Agency Fee	10,000.00	10,000.00	10,000.00	0.00	0.00 %
000642 - Copy Vending Machine Revenue	24,650.40	32,150.00	32,150.00	2,196.40	6.83 %
000643 - Snack Vending Machines Revenue	1,733.77	45.00	45.00	0.00	0.00 %
000644 - Paver Sales	1,200.00	125.00	125.00	0.00	0.00 %
000646 - Memorial & Gifts Revenue	12,640.84	11,700.00	11,700.00	335.00	2.86 %
000655 - Fines, Fees & Lost Book	5,722.16	6,400.00	6,400.00	461.35	7.21 %
000665 - Interest	3,693.49	3,700.00	3,700.00	557.75	15.07 %
000670 - Interest - Gift Fund only	5.03	30.00	30.00	0.00	0.00 %
000671 - Other Misc Revenue	20,295.36	26,280.00	26,280.00	676.13	2.57 %
000674 - Gifts From Friends of Library	108,291.41	80,000.00	80,000.00	0.00	0.00 %
Total Revenue	6,894,402.48	7,213,933.00	7,213,933.00	354,755.02	4.92 %
Expenses					
Payroll and Related Expenses					
000702 - Salaries & Wage Expense	2,259,287.80	2,881,608.00	2,881,608.00	107,101.88	3.72 %
000709 - Employers FICA expense	163,395.91	220,805.00	220,805.00	7,892.55	3.57 %
000723 - OPEB Expense	61,504.75	143,200.00	143,200.00	7,789.76	5.44 %
000724 - Retiree Health Ins	140,918.64	149,200.00	149,200.00	23,968.70	16.06 %
000725 - Dental, Optical, & Hearing	15,844.21	30,000.00	30,000.00	2,707.35	9.02 %
000726 - Hospitalization Insurance	262,691.05	327,900.00	327,900.00	49,430.56	15.07 %
000727 - Group Life - Mutual of Omaha	14,282.68	21,200.00	21,200.00	2,790.06	13.16 %
000728 - Retirement Fund - Employers	263,828.45	290,816.00	290,816.00	29,783.94	10.24 %
Total Payroll and Related Expenses	3,181,753.49	4,064,729.00	4,064,729.00	231,464.80	5.69 %
Other Expenses					
000750 - Office Supplies	12,669.09	20,000.00	20,000.00	973.39	4.87 %
000752 - Operating Supplies	20,325.70	24,450.00	24,450.00	2,504.86	10.24 %
000754 - Vending Equipment & Supplies	19,231.23	24,500.00	24,500.00	2,520.94	10.29 %
000791 - Newspapers & Periodicals	35,980.95	38,000.00	38,000.00	21,537.01	56.68 %
000801 - Professional Services	229,542.31	275,000.00	275,000.00	6,878.82	2.50 %

General Fund

Farmington Community Library Revenue and Expenditure Report As of July 31, 2022

	Year Ending 06/30/2022	Year Ending 06/30/2023		Year To Date 07/31/2022	
	END BALANCE	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE	% BUDGET
000802 - Friends - Credit Crd pass thru	0.00	0.00	0.00	(76.40)	0.00 %
000850 - Telephone	20,075.50	20,460.00	20,460.00	694.22	3.39 %
000851 - Postage	3,507.04	7,000.00	7,000.00	975.25	13.93 %
000860 - Transportation	3,008.72	1,090.00	1,090.00	50.89	4.67 %
000880 - Programming & Publicity	6,128.72	15,000.00	15,000.00	1,477.20	9.85 %
000900 - Processing	36,491.80	52,000.00	52,000.00	0.00	0.00 %
000901 - Gift Fund Purchases	10,546.23	0.00	0.00	157.69	0.00 %
000902 - Friends Gift Purchases	61,693.88	80,000.00	80,000.00	5,071.25	6.34 %
000911 - Training & Conferences	11,975.77	23,000.00	23,000.00	0.00	0.00 %
000915 - Memberships	6,550.19	18,100.00	18,100.00	2,971.29	16.42 %
000918 - Water	25,362.72	37,250.00	37,250.00	0.00	0.00 %
000920 - Electricity	174,705.62	188,000.00	188,000.00	17,128.17	9.11 %
000921 - Heat	27,008.46	26,000.00	26,000.00	163.33	0.63 %
000925 - Landscaping /Snow Removal	43,271.53	39,500.00	39,500.00	407.00	1.03 %
000930 - Maintenance/Repairs	35,264.73	47,000.00	47,000.00	1,639.50	3.49 %
000931 - Repairs & Maintenance Supplies	20,363.03	69,000.00	69,000.00	276.57	0.40 %
000934 - Maintenance Contracts	231,466.84	300,000.00	300,000.00	20,312.34	6.77 %
000935 - Insurance & Bonds	75,538.00	76,620.00	76,620.00	64,533.00	84.22 %
000949 - Technology Upgrades	29,404.50	155,000.00	155,000.00	0.00	0.00 %
000950 - E Library Cataloging (OCLC)	21,174.80	21,175.00	21,175.00	21,454.43	101.32 %
000955 - Miscellaneous	29,040.55	7,000.00	7,000.00	98.94	1.41 %
000957 - COVID-19	10,202.54	10,000.00	10,000.00	0.00	0.00 %
000975 - Building & Improvements	246,993.43	320,000.00	320,000.00	0.00	0.00 %
000980 - Furniture/Furnishings	1,802.31	60,000.00	60,000.00	0.00	0.00 %
000981 - Vehicle	1,303.46	1,600.00	1,600.00	0.00	0.00 %
000982 - Books	238,978.62	278,000.00	278,000.00	7,861.68	2.83 %
000983 - eBooks	0.00	100,000.00	100,000.00	0.00	0.00 %
000984 - Software	27,735.01	75,000.00	75,000.00	14,708.64	19.61 %
000985 - Equipment	12,507.95	70,525.00	70,525.00	3,657.74	5.19 %
000986 - Computers	33,916.25	35,000.00	35,000.00	257.14	0.73 %
000987 - Integrated Library System	170,928.91	189,000.00	189,000.00	25,324.12	13.40 %
000988 - Audio Visual	34,284.60	55,000.00	55,000.00	0.00	0.00 %
000989 - Information Resources	238,306.67	219,400.00	219,400.00	27,948.64	12.74 %
000990 - Video/ DVD/ Movie Collection	58,267.16	68,450.00	68,450.00	990.55	1.45 %
000991 - TLN (formerly Metro Net)	24,738.52	36,500.00	36,500.00	1,186.38	3.25 %
Total Other Expenses	<u>2,290,293.34</u>	<u>3,083,620.00</u>	<u>3,083,620.00</u>	<u>253,684.58</u>	<u>8.23 %</u>
Total Expenses	<u>5,472,046.83</u>	<u>7,148,349.00</u>	<u>7,148,349.00</u>	<u>485,149.38</u>	<u>6.79 %</u>
Transfers					
000995 - Transfer out	(617,586.00)	(65,584.00)	(65,584.00)	0.00	0.00 %

General Fund

Farmington Community Library
Revenue and Expenditure Report
As of July 31, 2022

	Year Ending 06/30/2022	Year Ending 06/30/2023		Year To Date 07/31/2022	
	END BALANCE	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE	% BUDGET
Total Transfers	(617,586.00)	(65,584.00)	(65,584.00)	0.00	0.00 %
Total Revenue in Excess of Expenses	804,769.65	0.00	0.00	(130,394.36)	0.00 %

Farmington Community Library Board of Trustees
Board Meeting - 6:00 p.m. – July 14, 2022
Draft

Board Members Present: Brown, Duron-Willner, McClellan, Stryd
Board Members Absent: Hahn, Kelly, Murphy, White
Staff Members Present: Siegrist, Wrench, Showich-Gallup, Zitter Masindi
Staff Members Absent: None

CALL TO ORDER

The Board Meeting was called to order at 6:02

REVIEW OF AGENDA

REVIEW OF MINUTES

Correction: Duron-Willner listed as absent, joined the meeting at 6:30

OPERATING BILLS

Brown presented expenditures totaling \$355,489.92

FINANCIAL REPORT

Brown presented the financial report.

FRIENDS' REPORT given by K. Siegrist on behalf of the Friends: Thank you for coming out to the Gala.

LIBRARY DIRECTOR'S REPORT (Kelley Siegrist)

- Staffing: Sona- PT Graphic Designer. Evan- IT Page.
- Overtime/Bereavement FY OT-\$3718.06. Bereavement hours- 74.25
- Space Utilization Study began on June 30. Will continue with each department.
- Oakland County's Business Forward hosted program. Small Business page on library site highlighting business resources.
- Trustee Roundtable hosted at Farmington Branch.
- Gale Analytics up and running. Sarah will see where we need to market services.
- The Chamber event was a huge success.
- Online Event Calendar updated with The Library Market with more tools
- Circulation goals were so close!
- Collection Development Policy will be reviewed.
- TLN Director Buddy System- Kelley is with Eva Davis of Canton Public Library.
- Programs have been well attended.
- Comments: a lot of positive comments made and treats dropped off to the library.

FACILITIES REPORT (Donald Wrench)

- Bids coming in for parking lot and doors.
- will meet with space utilization study.

MARKETING STRATEGY (Sarah Zitter Masindi)

- see presentation shared via email

COMMITTEE REPORTS

Strategic Planning (Megan Stryd)

Committee recommends FastForward Libraries.

Personnel Committee (Ernie McClellan)

Working on Directors Evaluation Tool. Meeting with Caire Membiela from Library of Michigan to review tools available.

Duron-Willner wants to review adding positions.

NEW BUSINESS

Founders Fest Parade this Saturday.

August 12, Riley Park concert social gathering of the board.

October 2, 1-4pm Board Retreat.

BOARD TRUSTEE COMMENTS AND ANNOUNCEMENTS

- McClellan: Chamber event great, many people state this was their first time in the library.
- Brown: Chamber event went well. Would like to confirm that Kelly spoke to the Mayor regarding extra 3 months on the board, or until a new person is appointed.

CORRESPONDENCE

None

PUBLIC COMMENT

One person had 4 areas of concern:

- Hours- patron would like longer hours. Concerned about being closed on July 5
- Events- would like more adult programming. Would also like printed material with puzzles.
- Employees- misses the old employees who would help with many things.
- Suggestion box: put concern in with phone number and as not called.

ADJOURNMENT

Meeting adjourned 8:29

Respectfully Submitted,

Megan Stryd
Library Board of Trustees

**Farmington Community Library Board of Trustees
Board Meeting - 6:00 p.m. – June 9, 2022**

Board Members Present: Brown, Hahn, Kelly, McClellan, Murphy, White

Board Members Absent: ~~Duron-Willner, Stryd~~

Staff Members Present: Siegrist, Wrench, Showich-Gallup, Peterson, Brown, Zitter Masindi

Staff Members Absent: None

CALL TO ORDER

The Board Meeting was called to order at 6:03 p.m. by Board Vice-President McClellan.

APPROVAL OF AGENDA

MOTION by Brown to approve the Agenda for the June 9, 2022 Board meeting was supported by White.

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

Opposed: None

Motion passed.

APPROVAL OF MINUTES

MOTION by Murphy to approve the Minutes of the Regular Board Meeting on May 12, 2022, was supported by Brown.

Vote: Aye: Brown, Hahn, McClellan, Murphy

Opposed: None

Abstain: Kelly, White

Motion passed.

BUDGET AMENDMENT (Kari Shea, Plante Moran)

MOTION by White to approve amendment of FY 2022 budget as suggested by Plante Moran of decrease of revenues of \$23,350 and decrease of expenditures of \$495,660 was supported by Kelly.

Vote: Aye: All in favor

Opposed: None

Motion passed.

OPERATING BILLS

MOTION by Brown that the Board of Trustees approve expenditures totaling \$344,738.29 was supported by White.

Vote: Aye: All in favor

Opposed: None

Motion passed.

FINANCIAL REPORT

MOTION by Brown to receive and file the Monthly Budget for May, 2022, was supported by Kelly.

Vote: Aye: All in favor

Opposed: None

Motion passed.

FRIENDS' REPORT (Stacey Charlebois)

- No Friends board meeting in July or August
- S. Charlebois will be attending the ALA conference in June. There is a virtual United for Libraries (Michigan chapter) conference in August.

LIBRARY DIRECTOR'S REPORT (Kelley Siegrist)

- Michigan Municipal Liability Insurance fee will increase slightly (2.18 %) in FY 2023 but FCL will also receive an increased dividend.
- Audio system in auditorium has died. P. McCormick had already been seeking bids in anticipation.
- The second of the e-rate grants was approved for network upgrade project.
- Per M. Showich-Gallup, registration numbers for Summer Reading (began June 4) are back up to pre-pandemic level.
- FCL will be participating in Juneteenth celebration on June 18 at the First African Methodist Episcopal Church at Nardin Park.

- **Facilities Report** (Donald Wrench)

- Elevator maintenance contract with Schindler will expire on August 1, 2023. Either party must give 90-day notice if not renewing.
 - Bids to replace parking lot at Twelve Mile came in at \$270,000. A bid to cut and patch came in at \$59,000.
 - Allied is moving ahead on entry doors at Liberty Street. New entries will have sliding doors.
 - Capability to charge electric vehicles. At Twelve Mile, new transformer may be needed. D. Wrench is consulting with DTE. At Liberty Street, City of Farmington may take this on because they believe that they own parking lot. Discussions with DTE and Farmington are still ongoing.
 - Work on new fire door at Twelve Mile will entail door being down for a week.
- In-person outreach has been taking place at Farmington Early Childhood Center (FPS) and at senior centers. Positive feedback for this on social media.
 - Profile of staff member - Rebecca Brown, the Dragon Librarian

Danette Duron-Willner arrives at meeting; seven members now present. Vice-President McClellan continues to chair the meeting.

- **Update on Marketing** (Sarah Zitter Masindi)

- Rebrand Proposal - new Logo, Tagline, Voice
- Intended to address pain points named by staff and community members:
 - lack of full understanding of services offered
 - visual identity is outdated
 - public image is inconsistent
- S. Zitter Masindi is getting feedback from staff

COMMITTEE REPORTS

Strategic Planning (Michele Kelly)

Facilitator - four proposals have been received from firms interested in facilitating our strategic planning. Committee will meet and bring any recommendations to board in July.

Personnel Committee (Ernie McClellan)

Committee is working on a tool to use for evaluation of the director. It will include specific data point targets as well as room for description. Committee will be meeting with K. Siegrist about the FCL Organization Chart.

UNFINISHED BUSINESS

- COLA increase for substitutes

MOTION by White to increase rate of pay for substitutes by 2.5 % as cost of living allowance was supported by Hahn.

Vote: Aye: All in favor (7-0)

Opposed: None

Motion passed.

NEW BUSINESS

- Officer Elections
 - Duron-Willner is nominated for president by Brown; no other nominations.
 - McClellan is nominated for vice-president by Hahn; no other nominations.
 - Brown is nominated for treasurer by Hahn; no other nominations.
 - White is nominated for secretary by Kelly; no other nominations.

Officers for 2022-23:

President: Danette Duron-Willner

Vice-President: Ernie McClellan

Treasurer: Kathie Brown

Secretary: Jim White

- Board Opening

MOTION by Duron-Willner to extend M. Kelly's term as a board member for three months [beyond June, 2022], or until Farmington appoints a new member, whichever comes first, was supported by Murphy.

Vote: Aye: All in favor

Opposed: None

Motion passed.

- Social gathering

Board is looking to gather at some social event this summer, as well as to hold retreat in October.

- Parking Lot

MOTION by Hahn to allocate \$60,000 for Twelve Mile parking lot cutting and repair was supported by Duron-Willner.

Vote: Aye: All in favor

Opposed: None

Motion passed.

BOARD TRUSTEE COMMENTS AND ANNOUNCEMENTS

None

CORRESPONDENCE

None

PUBLIC COMMENT

None

ADJOURNMENT

MOTION by Kelly to adjourn the Board Meeting was supported by Murphy.

Vote: Aye: All in favor

Opposed: None

Motion passed.

The Board meeting was adjourned at 9:20 pm by Vice-President McClellan. The next meeting of the Library Board is scheduled for Thursday, July 14, 2022, at 6:00 pm.

Respectfully Submitted,

Jim White, Secretary
Library Board of Trustees

**Director's Report
August 11, 2022**

Patron Comments

Included in your Board packet.

Monthly Birthday Celebrations

July birthdays included Faren Watson, Celeste Schwartz, Simon Hassell, Jennie Willard, Justin Mitchell, Charlie Cusack, Mariam Hussein, Pat McCormick, Beth Anthony, Lisa Phillips, Megan Drozan. Chocolate cake with vanilla icing was the cake of choice.

Staffing

Kathy McKinney has submitted her resignation effective August 5, 2022. She has taken the position of Assistant Director at the Mount Clemens Public Library.

Space Utilization Study

We have received the Plan of Work from Merritt Cieslak (included in your Board Packet along with notes from the kickoff meeting.) Individual department meetings/walkthroughs have been scheduled for August 8, 12, and 25.

Library Outreach

Maria and I attended the Harvest Moon Volunteer Appreciation event in Riley Park on July 19. We were able to sign up for beer pouring at the Harvest Moon Festival on behalf of the Friends of the Library on September 16 from 8:45-11 PM.

The library has been invited to present at the City of Farmington Hills Study Session on August 15 at 6 PM. We will be presenting updates and highlighting some of our services.

The library has been invited to have a table at the EPC Health and Safety Fair on August 18 from 1:30-4 PM and 4:30-8 PM. We will for sure have staff present from 1:30-4 PM.

On August 23 from 11 AM – 1 PM, the library will be at the Back-to-School Celebration for Farmington Public School Staff.

Library Millage Renewals

In this past primary election on August 2, library millage renewals in the surrounding areas overwhelmingly passed. See spreadsheet previously sent.

Northville	82.2% YES	17.8% NO
Royal Oak	71.7% YES	28.3% NO
Redford	68.3% YES	31.7% NO
Clarkston	67.6% YES	32.4% NO

Commerce	66.6% YES	33.4% NO
Waterford	61.3% YES	38.7% NO
Belleville	58.9% YES	41.1% NO
White Lake	58.8% YES	41.2% NO

New Services

Beginning September 1, the New York Times and the Wall Street Journal will be available for our patrons to read online through the library's website. The New York Times online subscription will also include the games section. This was implemented based on a patron comment from a few months ago. The patron has been notified that this service will be available in September.

Miss Farmington Cities Scholarship Program: Community Service Project

We have been contacted by the Miss Farmington Cities Scholarship recipient 2022 to help with her community service project: Today a Reader! Tomorrow a Leader! The goal of the community service platform is to inspire and foster a love of reading throughout the Farmington and Farmington Hills communities with pop-up reading events.

Submitted by
Kelley Siegrist
Director

Farmington Community Library Output Statistics - July 2022

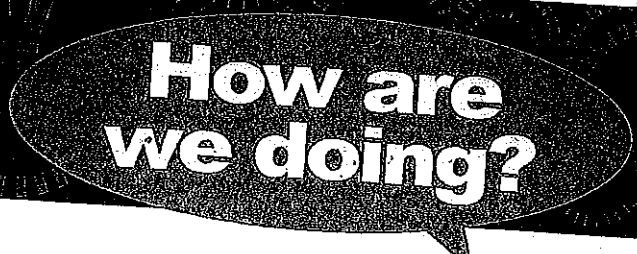
Circulation Services	Jul 2022	Jul 2021	Change	This YTD	Last YTD	Change
Liberty Street	21,391	19,688	1,703	21,391	19,688	1,703
12 Mile	49,018	44,158	4,860	49,018	44,158	4,860
eBooks	6,583	8,511	(1,928)	6,583	8,511	(1,928)
Total Circulation	76,992	72,357	4,635	76,992	72,357	4,635
Self-Service Components of Total Library Circulation:						
Circulation via Website	855	730	125	855	730	125
Circulation via Self Check	20,976	11,314	9,662	20,976	11,314	9,662
Self-Service % of Total Circls	28.35%	16.65%	11.71%	28.35%	16.65%	11.71%
Door Counters	Jul 2022	Jul 2021	Change	This YTD	Last YTD	Change
Liberty Street	7,363	6,494	869	7,363	6,494	869
12 Mile	16,845	10,539	6,306	16,845	10,539	6,306
Total Library Visitors	24,208	17,033	7,175	24,208	17,033	7,175

Information Services	Jul 2022	Jul 2021	Change	This YTD	Last YTD	Change
Online Chat	24	11	13	24	11	13
eMail	293	458	(165)	293	458	(165)
Liberty Street Phone	885	571	314	885	571	314
Liberty Street In-Person	4,414	2,404	2,010	4,414	2,404	2,010
Liberty Street Total	5,299	2,975	2,324	5,299	2,975	2,324
12 Mile Phone	1,099	692	407	1,099	692	407
12 Mile In-Person	3,094	4,158	(1,064)	3,094	4,158	(1,064)
12 Mile Total	4,193	4,850	(657)	4,193	4,850	(657)
Total Library Use	9,809	8,294	1,515	9,809	8,294	1,515

Electronic Services	Jul 2022	Jul 2021	Change	This YTD	Last YTD	Change
PC and Wireless Logins:						
Liberty Street Public Computers	1,228	571	657	1,228	571	657
12 Mile Public Computers	1,704	1,018	686	1,704	1,018	686
Public Computer Total	2,932	1,589	1,343	2,932	1,589	1,343
Liberty Street Wireless	10,748	4,744	6,004	10,748	4,744	6,004
12 Mile Wireless	30,066	11,845	18,221	30,066	11,845	18,221
Wireless Total	40,814	16,589	24,225	40,814	16,589	24,225
Total Computer Use	43,746	18,178	25,568	43,746	18,178	25,568
Web Pages Viewed:						
Adult, Teen & Children's Pages	157,709	52,857	104,852	157,709	52,857	104,852
Catalog Searches	58,465	38,113	20,352	58,465	38,113	20,352
Total Web Pages Viewed	216,174	90,970	125,204	216,174	90,970	125,204

Programs	Jul 2022	Jul 2021	Change	This YTD	Last YTD	Change
Programs	57	63	(6)	57	63	(6)
Attendance	2,034	1,920	114	2,034	1,920	114

*Power outage for 2 weeks in 2021.



How are we doing?

Name _____ Date 7-16-22
Address _____ City _____ Zip _____
Phone _____ Email _____

What made your Library visit special?

Becky, so Help me and ~~LYDC~~ Maley, Laylah
with All our Need at Farmington Mills

Turn over to leave a suggestion for Library staff.

Suggestion:

She Becky made my learning easier

Thanks
Becky

Thank you for taking the time to fill out this form. Please place it in the Suggestion Box.
Our Service Improvement Team reads and reviews all suggestions!

How are we doing?

Name _____ Date 5/9/22

Address _____ City _____ Zip _____

Phone _____ Email _____

What made your Library visit special?

Hi, This is Celeste writing on behalf of Mrs. Swearingen
She asked me to submit this suggestion.

She would like a physical bulletin board where
patrons could leave reviews for books and movies -
patron to patron.

Turn over to leave a suggestion for Library staff.

Jennie + Judy

Very helpful in helping
with my paper. Copy/
paste. Paper was very
complex, but Jennie &
Judy saved the day!
Thank so much

MEETING MINUTES
FARMINGTON AREA ARTS COMMISSION
JUNE 9, 2022- 6:30 PM
THE HAWK FARMINGTON HILLS COMMUNITY CENTER
BLACKBOX THEATRE, ROOM 48
29995 TWELVE MILE ROAD
FARMINGTON HILLS, MI 48334
(248) 699-6712 www.fhgov.com

CALLED TO ORDER BY: Chair Ferencz AT: 6:34 PM

MEMBERS PRESENT: Lesa Ferencz, Lindsay Janoch, Celeste McDermott, Sean Deason, Ted Hadfield, Cindy Carleton, Claire Perko, Jeff Dutka, Nora Mason, Donald Fritz

MEMBERS ABSENT: Cheryl Blau

OTHERS PRESENT: Rachel Timlin, Cultural Arts Supervisor/Staff Liaison
Johnna Balk, Farmington City Council Liaison
Jackie Boleware, Farmington Hills City Council Liaison
Tammy Luty of the F/FH Commission on Children, Youth & Families

APPROVAL OF AGENDA:

Motion by: Chair Ferencz support by: Commissioner Perko to approve the agenda with no amendments.

MOTION CARRIED: 10-0

APPROVAL OF NOVEMBER May 12, 2022 MINUTES:

Motion by: Chair Ferencz support by: Commissioner Carleton to approve the agenda with amendments.

Amendments: *Remove Joy Gradin from MEMBERS ABSENT*

MOTION CARRIED: 10-0

PUBLIC COMMENTS

Tammy Luty presented a program about The Kindness Rock Project and asked the Arts Commission if they would be interested in partnering on this project with the F/FH Commission on Children, Youth & Families. Chair Ferencz invited Commissioner Luty to return for our next fall committee meeting to discuss further. Commissioner Perko offered to be a contact for the project and connect the project with a local nonprofit.

New Commissioners, Nora Mason and Donald Fritz, were introduced to the other commission members.

CULTURAL ARTS DIVISION REPORT

Kickoff 2 Summer coming June 16 to the Hawk from 4-8 PM with a dedication around 6 PM. DIA will have liaisons to give tours of the pieces. Stars in the Park also begins June 16 at Heritage Park. Cultural Arts received a grant from the Farmington/Farmington Hills Foundation for Youth and Families for their Rock Around the Hawk program. Makerspace Open House is August 13. Planning for Festival of the Arts will begin this fall with small focus groups. Timeline for return is 2023 but exact timing and programming plans are still under discussion. Commissioner Carleton discussed whether arts awards should be held off another year or happen prior to the festival return. Summer Camps begin June 20. CARTS expressed their gratitude for the commission's vote last month to approve the use of commission funds to help complete the Hawk tree sculpture. Youth Theatre had a very successful year. Kids Art Alley had \$10,000 in sales among

27 youth artists. Thanks to all who participated in Art on the Grand. Lots of positive feedback from the artists: great sales, proper size, friendliness of our community, quality of offerings. 2022/2023 will be our benchmark year and the Arts Commission is asked to help spread the word about the programs and events coming next year to their personal networks. A request will be coming for commissioners to consider volunteering to support concerts and special events.

PUBLIC ART COMMITTEE REPORT

Will remain on agenda for September.

Councilwoman Balk requested information about John Martin's mural on CVS to aid in a walking tour she is leading this summer.

COMMISSION FOCUSED 2021-2022 PROJECTS

Potential Farmington City Hall Art

Chair Ferencz offered a brief explanation to new commissioner members and shared that Commissioner Blau has been following up but has been unable to connect with the city manager yet.

Vacant Grand River Storefront Art

Commissioner Carleton stated that we need to determine if this is a goal/vision of the city in order to determine whether or not it should stay on the agenda and remain a commission-focused project. Chair Ferencz requested that Councilwoman Balk discuss this with the city of Farmington. Councilwoman Boleware said she would do likewise with the city of Farmington Hills.

Tree Sculpture Update

Commissioner Hadfield offered a brief review of the project for new commissioners. One company will be working on this project and it is moving forward. It was suggested that a time lapse of the installation would be a good way to document the process.

Mary Brooks Exhibit

Chair Ferencz shared that this will remain on the agenda for the fall with consideration of the best way to exhibit and preserve the art.

COMMISSIONERS' COMMENTS

Commissioner Janoch shared information about a youth jazz program coming to the Hawk this June. She also shared that former commissioner, Susan Warner, will be offering a collage workshop at KickstART on June 18.

-Commissioner Hadfield shared that Jef Bourgeois's exhibit is up at KickstART and there is an artist reception scheduled for June 16.

-Commissioner Fritz inquired about spaces for music instruction.

-Commissioner Perko shared that Wed Lunch Beats and Fri Music in Riley Park start this week. There are five DIA inside-out pieces in downtown Farmington.

-Commissioner Carleton shared that she will be attending Immersive Van Gogh.

LIAISON COMMENTS

-Councilwoman Boleware shared that the preliminary Arts Commission budget from the city of Farmington Hills has been increased to \$2500. Additional funds will be reserved for all commissions to seek for larger projects through an application process. This budget will come before council for a formal vote on Monday.

NEXT MEETING DATE: September 8, 2022

ADJOURNMENT

Adjourned by: Chair Ferencz Time: 8:13 PM

Minutes drafted by: Lindsay Janoch

MINUTES
FARMINGTON/FARMINGTON HILLS
COMMISSION ON CHILDREN, YOUTH and FAMILIES
June 2, 2022
Community Room, Farmington Hills City Hall,
31555 W. Eleven Mile Rd., Farmington Hills, MI. 48336

- 1) Call to Order 6:00 pm.

Meeting was called to order by Bette Rose at 6:03 p.m.

Members Present: Tammy Luty, Bette Rose, Ed Cherkinsky, Sharon Snodgrass, Jordan Scrimger, Adam Whitfield, Brian Spitsbergen, Roderick Wallace

Liaisons Present: Lauren Janowicz, Jim Nash, Jeff King, Mary Newlin, Steven Schneemann, Pat Spelman, Sarah Zitter Masindi

- 2) Approval of Agenda

Jordan Scrimger approved the agenda, seconded by Sharon Snodgrass and all approved.

- 3) Approval of May 5, 2022 Minutes

Sharon Snodgrass approved the minutes, seconded by Adam Whitfield and all approved.

- 4) Youth Division Update

Lauren updated us that they are moving forward with the after-school program in the fall. There has been no movement of getting new bus drivers since meeting with the superintendent on March 1st. Making sure bussing is available for the after-school program to run successfully is important. Lauren asked for suggestions from the group in attendance to brainstorm ideas as bussing is important for the success of the program. Options were discussed including seeing if other transportation options exist. Registration starts in July for the program. This program can support a maximum of 500 middle school students. Lauren will follow up with the superintendent and FPS transportation again.

- 5) Issues Committee Update

Tammy gave an update on the Tech/Career night event. It was very successful. Vendors were happy and talking about coming back next year. We also had a sign-in count of 88 but many came in groups and only one person signed in for the group, so we know the count was higher than that. Jim Nash mentioned that he thought it was the best attended event and he had been to all of them that we have held. He also said that he had good interaction with attendees.

Tammy brought up that we still have money left in the commission budget for this fiscal year. She came with two suggestions to present to the group to possibly use the money. The first was

a program called Empowermind that would be an enrichment program for middle school/high school students. This program was run before in some of the FPS schools as an after-school enrichment. She provided all the members the flyer on the program. The cost of the program was above what we had left in the budget so if we did the program it would have to be a split cost between participants and the commission.

The second option was to do A Kindness Rock Garden. Tammy had already talked to Ashlie at the Farmington Hills Nature Center to find a location where this garden could be located. The area would need to be cleaned up which could be done on a volunteer day at the park. This would tie into mental health which as a commission we have mentioned a few times as being something to consider working on in the future. The area that was selected already had several memorial benches so the money would be used to buy a sign, rocks, and painting supplies and possibly plants in the future to make the area nice. She thought it would be possible to do the painting as a partnership with summer camps or the library summer reading program.

Brian asked if anyone else had ideas to spend the money on.

Lauren suggested that they could use money to train The Hawk employees for mental health/trauma training. She had considered a program already that would train 30 employees for \$2000 dollars. She had some funding and the company said they might consider adjusting the cost. This would need to be booked in the summer for staff to be ready for fall after-school programs.

After discussion and a couple of motions the following amended motion was voted on to provide \$1,500 for staff training with Growth Works the remaining budget a little over \$500 going towards The Kindness Rock Garden.

6) Spotlight Show Update

Sharon discussed that the spotlight was on hold. She also talked about Bette and her reviewing the bylaws and looking at our openings for Farmington Hills. She suggested that alternatives try and attend all the meetings and could vote if someone is absent. She hoped that this would also allow us to move them into an open position if someone resigns, so we eliminate the delay in current openings. The process of filling the positions was discussed. Lauren mentioned that she has some resumes of people interested in the committee. Currently all positions for the City of Farmington are filled but with Diane resigning we have open seats for Farmington Hills. Roderick Wallace a current alternative for Farmington Hills will be presented at the June meeting to be a community member on the commission, this still leaves two Farmington Hills openings and no alternatives.

This item on the agenda will be switched to a title of Communications Update for general commission communication in the future.

7) Volunteer Recognition Program

Marla was not at the meeting and has always overseen this event. The event is planned for October, and we will discuss at our September meeting. Over the summer consider names of community members that volunteer, so we can recognize them in the fall.

8) New Business and Announcements

Sharon Snodgrass – Asked if we should have a liaison from CARES. Bette volunteers at CARES and said she can hold this dual purpose if we need any information from them or to provide them.

Sarah Zitter Masindi – The summer reading program starts on June 4th. They will be doing concerts in Riley Parks during the summer along with having community reading events for children in the community. Check out the summer reading brochure for all the programs they have.

Jim Nash – Talked about the River Day event on June 11th at Beaudette Park in Pontiac. They will be fishing, and many stations to talk about protecting the environment. The event is from noon until 4 p.m.

Jeff King – They are responding to about 1 threat of violence a week from students in grade 3rd through high school. They do a home inspection, contact parents, check the home for weapons and talk to parents about securing any guns. A couple of the notifications have come through the OK 2 Say program but most come from students or staff in the schools.

They will be out in the community on June 4th doing an E-waste recycling drive and will have officers at this event. They will also be at the Juneteenth event at Nardin Park. They are also starting back the Youth Career Day at the FH Police Department and have had a huge response and expect the event to be filled.

Mary Newlin – The city is going through a new budget process for the commissions for funding next year. She also talked about the new city website and that they are trying to streamline the process for applying for commissions online through the website.

She asked about why we break over the summer and if we can continue to meet. We have always had a break in the summer but sometimes the issues committee meets. We will setup a July and August Zoom meeting and the link will be sent to all members and liaisons if they wish to attend any of the planning discussion meetings. These issues meetings are the first Tuesday of the month at 7:30 p.m.

Adam Whitfield – Discussed that the Novi Rotary is doing work on after school curriculum programs in their city to help kids that can't afford to attend these enrichment programs. He thought this was something our commission could consider in the future.

Pat Spelman – Mentioned that the Memorial Day Parade was a success. They were preparing to support Art on The Grand this coming weekend.

Lauren Janowicz – Mentioned that she can serve as the voice of the Nature Center on the commission as she serves closely with Ashlie in her role. She talked about the FH Campout which looks like it will fill up this year. Also, June 16th is the Summer Kickoff event at The Hawk.

9) Public Comments

None

10) Adjournment

7:18 pm.

Bette Rose motioned to adjourn, and Ed Cherkinsky seconded, all in favor.

All future meetings will start at 6 p.m. in the Community Room, Farmington Hills City Hall,

September 1, 2022

October 6, 2022

November 3, 2022

**MEETING MINUTES – SPECIAL MEETING
FARMINGTON / FARMINGTON HILLS EMERGENCY PREPAREDNESS COMMISSION
AUGUST 1, 2022
FARMINGTON HILLS CITY HALL – COMMUNITY ROOM
31555 W. ELEVEN MILE RD.
FARMINGTON HILLS, MI 48336**

CALLED TO ORDER BY: CHAIR AVIE AT 5:02 PM

MEMBERS PRESENT: AVIE, CIARAMITARO, WECKER, HOPFE, SLOANE, WECKER, NELSON, SIEGRIST, SWEENEY, SCHERTEL, YUSKOWATZ, WECKER

MEMEBRS ABSENT: ECHOLS, NELSON

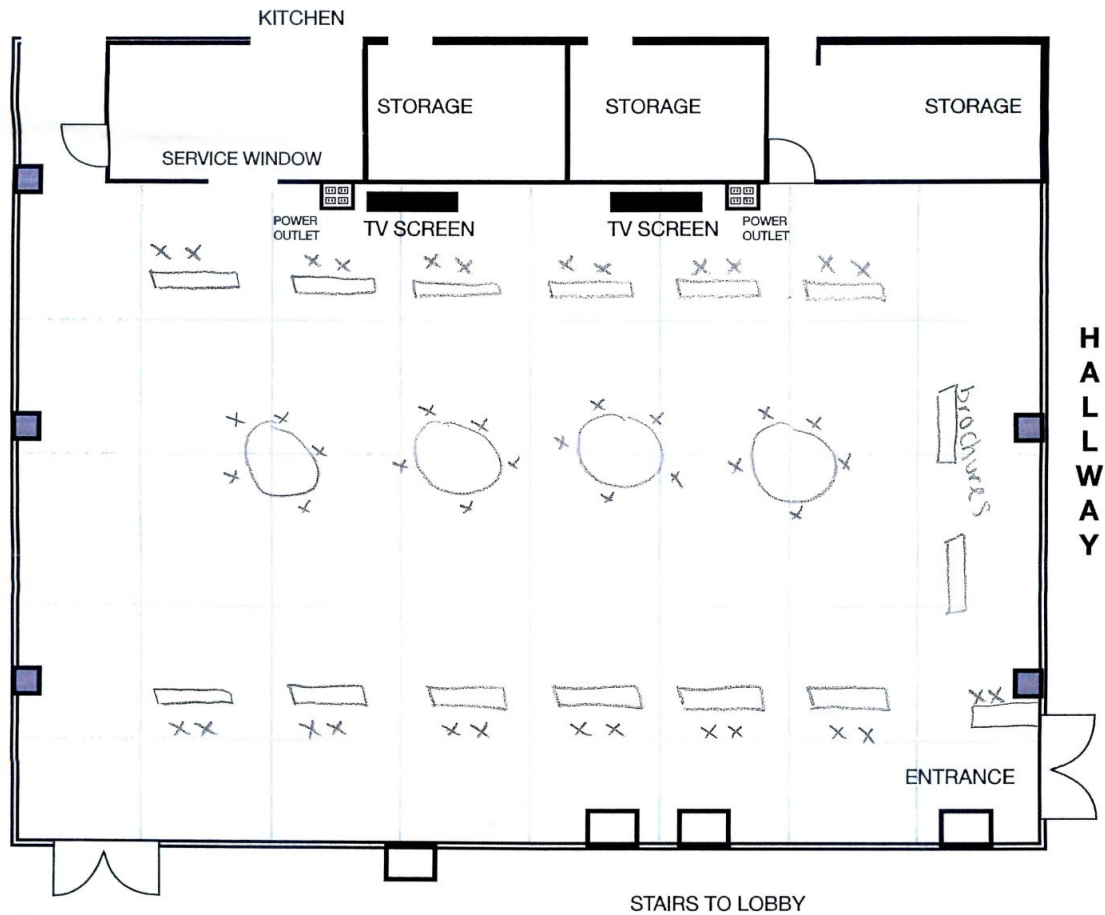
OTHERS PRESENT: PIGGOT (FHPD)

APPROVAL OF AGENDA: Motion by Ciaramitaro, support by Wecker, to approve the agenda as submitted.
Motion carried unanimously.

NEW BUSINESS:

- Finalize health fair activities and schedule – Discussion held on participants and stations during the fair. Approved the flyer and where the flyers would be distributed. There will be a door prize – stop the bleed kit.
- Identified EPC Fair Participants
 - EPC / CERT
 - FHPD
 - FHFD
 - FPS
 - Beaumont Hospital
 - S.A.F.E.
 - CARES of Farmington Hills
 - YMCA of Farmington Hills
 - FH Special Services (The Hawk & Costick)
 - F/FH Community Library
- Identified Places of Promotion
 - F/FH Community Library
 - Costick Activities Center
 - The Hawk Activities Center
 - Farmington City Hall
 - Farmington Hills City Hall
 - YMC
 - FHFD lobby
 - FHPD lobby
 - Farmington Police Station

- Identified Publications for Promotion
 - EPC Facebook Page
 - FH & F City Websites
 - Farmington Press (paid ad)
 - Detroit News
 - Detroit Free Press
 - F/FH Patch
 - F/FH Observer
- Determined Layout of the Health Fair



Harrison Hall
47' x 80'

PUBLIC COMMENT: (none)

COMMISSIONER COMMENTS: (none)

NEXT MEETING DATE:

It was confirmed that the next meeting date is on Monday, September 12, 2022 in the Viewpoint Room at Farmington Hills City Hall.

ADJOURNMENT:

Chair Avie adjourned the meeting at 5:57 pm

Minutes drafted by Secretary Echols



Special Council Meeting
6:00 pm, Tuesday, August 9, 2022
Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

SPECIAL JOINT CITY COUNCIL AND DDA BOARD MEETING MINUTES

A special meeting of the Farmington City Council and Downtown Development Authority Board was held on August 9, 2022 in Farmington City Hall, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 6:08 p.m. by Mayor Sara Bowman.

1. ROLL CALL

Attendee Name	Title	Status	Arrived
Johnna Balk	Councilmember	Present	
Sara Bowman	Mayor	Present	
Joe LaRussa	Mayor Pro Tem	Present	6:10pm
Steve Schneemann	Councilmember	Present	
Maria Taylor	Councilmember	Present	

DDA Board Members Present

Sara Bowman
Tom Buck
Todd Craft
Chris Halas
Donovan Singleton
Miguel Williams

DDA Board Members Absent

Linda Deskins
Thomas Pascaris
Claire Perko

Others Present

DDA Executive Director Knight
Deputy Clerk Hilton
City Manager Murphy
City Attorney Schultz
Director Weber (Via Zoom)

2. APPROVAL OF AGENDA

Move to approve the agenda as presented.

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Craft, DDA President
SECONDER:	Taylor, Councilmember

3. PRESENTATION OF THE PROPOSED DDA TAX INCREMENT FINANCING (TIF) ASSISTANCE APPLICATION PACKET AND RELATED POLICIES, PROCEDURES, AND GUIDELINES BY CIB PLANNING AND DIRECTOR KNIGHT

Justin Sprague, consultant from CIB Planning, and DDA Director Kate Knight gave a presentation on the DDA's proposed Tax Increment Financing Application and its policies, procedures, and guidelines.

4. CONSIDERATION BY DDA TO APPROVE THE TAX INCREMENT FINANCING (TIF) ASSISTANCE APPLICATION PACKET AND RELATED POLICIES, PROCEDURES, AND GUIDELINES AND RECOMMENDATION TO CITY COUNCIL

The DDA Plans as amended and restated contemplate the possible use of TIF funds to assist developers looking for help financing projects that fit within the City's vision for development/redevelopment throughout the Downtown area. Discussion ensued about final wording in the plans.

Move to approve the proposed Tax Increment Financing (TIF) Assistance Application Packet to implement a program for the use of TIF funds to assist with project costs for economic development projects on properties in the Downtown District for the purposes authorized by the Development and Tax Increment Financing Plans, dated April 5, 2021, and all applicable laws and ordinances.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Singleton, DDA Boardmember
SECONDER:	Halas, DDA Boardmember
AYES:	Bowman, Buck, Craft, Halas, Singleton, Williams
ABSENT:	Deskens, Pascaris, Perko

Move for DDA to recommend that City Council approve the proposed Tax Increment Financing (TIF) Assistance Application Packet to implement a program for the use of TIF funds to assist with project costs for economic development projects on properties in the Downtown District for the purposes authorized by the Development and Tax Increment Financing Plans, dated April 5, 2021, and all applicable laws and ordinances.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Buck, DDA Boardmember
SECONDER:	Singleton, DDA Boardmember

5. CONSIDERATION BY CITY COUNCIL TO APPROVE THE TAX INCREMENT FINANCING (TIF) ASSISTANCE APPLICATION PACKET AND RELATED POLICIES, PROCEDURES, AND GUIDELINES

Wording changes were discussed for a future joint study session.

Move to approve the DDA's Tax Increment Financing (TIF) Assistance Application Packet, including the related policies and procedures therefor adopted by the DDA, for the use of TIF funds to assist with project costs for economic development projects on properties in the Downtown District for the purposes authorized by the Development and Tax Increment Financing Plans, dated April 5, 2021, and all applicable laws and ordinances.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Balk, Councilmember
AYES:	Balk, Bowman, LaRussa, Schneemann, Taylor

6. CONSIDERATION FOR CITY COUNCIL TO ESTABLISH A SOCIAL DISTRICT COMMONS AREA THAT WILL BE UTILIZED EXCLUSIVELY FOR THE HARVEST MOON FESTIVAL DURING THE EFFECTIVE PERIOD OF THE SPECIAL LICENSE

Knight presented the social district plan for the 17th Annual Harvest Moon. The Syndicate will not be required to go dark, but Syndicate drinks will not be allowed within Harvest Moon and likewise, Harvest Moon drinks will not be allowed outside of the Harvest Moon social district. Knight mentioned that there will be security hired to help ensure that the two social districts stay separate.

Move to approve a resolution establishing social district commons area that will be utilized exclusively for the Harvest Moon Festival during the effective period of the special license.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Balk, Councilmember
SECONDER:	Taylor, Councilmember
AYES:	Bowman, LaRussa, Schneemann, Taylor, Balk

7. OTHER BUSINESS

Bowman talked about planning for next year's Founder's Festival and that next week Julie Law from 360 Event Productions would be coming to give a wrap-up presentation on this year's festival. The same contract was taken out with some amendments including a three-year contract because it does better with sponsorships. Halas agreed that a three-year commitment was a good idea for the financial support and likelihood of the continuation of the Festival.

8. PUBLIC COMMENT

Justin Sprague, CIB Planning, commended the boards on their commitment to the city and expressed his pleasure in working with the DDA and the City Council.

9. BOARD & COUNCIL COMMENT

Craft expressed a desire for more Council - DDA collaboration and joint meetings.

Schneemann asked if there were any issues in the social district. City Manager Murphy said that there have not been any issues reported.

LaRussa expressed gratitude to the DDA for creating the TIF application tool and the effort the board puts into the Downtown.

Balk gave thanks to the DDA and talked about how great the Downtown Farmington area is and how the vibe that is created is thanks to the DDA. Taylor also thanked the DDA and Director Knight.

8. ADJOURNMENT

Move to adjourn the meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Craft, DDA President
SECONDER:	Singleton, DDA Boardmember

The meeting adjourned at 7:41 pm.

Sara Bowman, Mayor

Halley Hilton, Deputy 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
6:00 p.m., Tuesday, August 9, 2022
Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on August 9, 2022 in Farmington City Hall, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 7:48 p.m. by Mayor Sara Bowman.

1. ROLL CALL

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

City Administration Present

Superintendent Eudy
Deputy Clerk Hilton
City Manager Murphy
City Attorney Schultz
Director Weber (Via Zoom)

2. APPROVAL OF AGENDA

Move to approve the agenda as presented.

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

3. PUBLIC COMMENT

No public comment was heard.

4. DPW CONCRETE REPLACEMENT

Eudy said funds were allocated to replace the sidewalk and driveway at the DPW and asked Council to approve the replacement of both.

Move to approve the DPW Driveway and sidewalk replacement to Luigi Ferdinandi & Sons Cement Company Incorporated. **

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Balk, Councilmember
SECONDER:	LaRussa, Mayor Pro Tem
AYES:	Balk, Bowman, LaRussa, Schneemann, Taylor

5. 2022 SIDEWALK PROGRAM

Eudy would like to extend the Sidewalk program another year.

\$170,000-180,000 is estimated on sidewalk replacement. Director Weber mentioned that there was \$150,000 allocated currently but would need another \$50,000. OHM needs \$30,000 for oversight, but the other \$20,000 would go to Luigi for continuing work.

Move to approve the extended 2020 Sidewalk Replacement Contract to Luigi Ferdinandi & Sons during the 2022/23 Fiscal Year and amend the budget for the local street fund increasing it \$50,000 for the current fiscal year. **

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Taylor, Councilmember
AYES:	Bowman, LaRussa, Schneemann, Taylor, Balk

6. OTHER BUSINESS

City Manager Murphy brought up the purchase of the church next to the Governor Warner Mansion, the First Church of Christ.

Council discussed the purchase and possible avenues of funding the City has to purchase the property. A final decision will be made at the Monday, August 15, 2022 meeting.

7. COUNCIL COMMENT

No council comment was made.

8. ADJOURNMENT

Move to adjourn the meeting.

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

The meeting adjourned at 8:47 pm.

Sara Bowman, Mayor

Halley Hilton, Deputy 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., Monday, August 15, 2022
Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on August 15, 2022 in Farmington City Hall, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 6:32 p.m. by Mayor Sara Bowman.

1. ROLL CALL

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

City Administration Present

City Clerk Mullison
City Manager Murphy

2. APPROVAL OF AGENDA

Move to approve the agenda as presented.

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

3. PUBLIC COMMENT

No public comment was heard.

4. BEAUTIFICATION COMMITTEE INTERVIEW

Ula Kajtoch was interviewed for a position on the Beautification Committee.

Move to appoint Ula Kajtoch to the Farmington Beautification Committee for a 3-year term ending June 30, 2025.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Taylor, Councilmember
SECONDER:	Balk, Councilmember

5. OTHER BUSINESS

Murphy announced that the owners of 33825 Grand River (First Church of Christ) will give a 120-day extension to the closing date in the purchase agreement without extra cost except for caretaking responsibilities through the end of the year. A bond will be sought for the purchase.

Move to approve the First Amendment to the Purchase Agreement for the property defined in the original purchase agreement as presented by the City Manager.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Taylor, Councilmember
AYES:	Balk, Bowman, LaRussa, Schneemann, Taylor

A welcome sign destroyed by a car will cost \$11,092 to replace, and though Murphy thinks that the person who had the accident will pay, he asked for permission to purchase the new sign at this time.

Move to approve the contract for Universal Sign Systems in the amount of \$11,092 for the replacement of the sign located at Eight Mile and Farmington Road with final amendments determined by the City Manager and the City Attorney.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Taylor, Councilmember
AYES:	Bowman, LaRussa, Schneemann, Taylor, Balk

6. PUBLIC COMMENT

No public comment was heard.

7. COUNCIL COMMENT

LaRussa asked that all personal information on applications be redacted.

8. ADJOURNMENT

Move to adjourn the meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Balk, Councilmember
SECONDER:	Taylor, Councilmember

The meeting adjourned at 6:55 pm.

Sara Bowman, Mayor

Mary J. Mullison, City Clerk

Approval Date:



Regular City Council Meeting
7:00 p.m., Monday, August 15, 2022
Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on August 15, 2022 at Farmington City Hall, 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 7:02 p.m. by Mayor Bowman.

1. ROLL CALL

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

City Administration Present

Assistant Superintendent Leach
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. July 18, 2022 Special
 - b. July 18, 2022 Regular
- C. Farmington Monthly Payments Report
- D. Farmington Public Safety Monthly Report
- E. Accept Board of Review Resignation

Move to approve the consent agenda as presented.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Balk, Councilmember

4. APPROVAL OF REGULAR AGENDA

Move to approve the regular agenda as presented.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Balk, Councilmember

5. PUBLIC COMMENT

Leslie Nathan, 33054 Slocum, addressed excessive lighting at TJ Maxx and volume and speed of traffic on Slocum during the Streetscape project.

Bowman replied to all points, assuring Ms. Nathan that efforts were being made on both issues.

Sara Davies, 23120 Violet, thanked Council for an increase in the Beautification Committee budget. She reminded Council that the Beautification Awards would be held on August 25th at Riley Park.

6. PRESENTATIONS AND PUBLIC HEARINGS

A. Miss Farmington Cities

Carrington Wash, contestant in the Miss Farmington Cities scholarship program, spoke about her community service project: Today a Reader! Tomorrow a Leader! Let's Read With Carrington!, which centers around fostering and inspiring a love of reading among children in the Farmington/Farmington Hills area.

B. Miss Oakland County - Layla Cypher

Layla Cypher, newly crowned Miss Oakland County, and Alexis Ulmer, Miss Oakland County's Outstanding Teen spoke to Council about the Miss Oakland County program and their social impact initiatives.

C. Founders Festival Follow Up – Julie Law

Julie Law of 360 Productions presented a review of the 2022 Founders Festival plan and an evaluation of how well it worked. She stated that the overall festival went extremely well and had a high attendance. FidoFest was a hit, Crafters Village worked out really well, media coverage was extensive, the beer tent was enthusiastically received, the parade had large attendance, and she asked for feedback and comments.

Bowman noted that 360 Productions was highly involved and present, and a really impressive force. Law responded that working with our Public Safety and Public Services departments makes her life easy. Bowman noted that it wasn't possible to make everybody happy and she believed they did their very best.

Taylor asked about no longer needing "seed money" to plan the Festival, and Law said that a lot of great sponsors are involved now and she felt that they could let that piece go.

LaRussa thanked Law and her team for all the hard work and asked what makes Founders unique in her experience. Law replied that Farmington is extremely "community" oriented. All are involved in figuring out solutions, and there is a lot of passion in the community for the Festival.

7. NEW BUSINESS**A. Review and approve Founders Festival Contract for 2023-25**

Recently the Downtown Development Authority (DDA) and 360 Productions concluded a two (2) year professional services contract to produce the Farmington Founders Festival for the years 2021 and 2022. Discussion held at the recent joint DDA/City Council meeting indicated that there support by both entities to continue the contractual relationship with 360 Productions to produce the Founders Festival for the upcoming three (3) years; 2023, 2024 and 2025.

LaRussa asked whether the DDA had already approved this contract, to which Bowman answered yes. He pointed out a couple of cut and paste problems and asked for an addition to the contract that included the creation and execution of plan to communicate with business owners. Bowman replied that the streetscape threw a wrench in the timing for this year and addressed LaRussa's points regarding this year's event. City Attorney Schultz said the general concept LaRussa requested was already in the deliverables, but that he didn't think the agreement could be amended because it had already been approved by the DDA. He noted that LaRussa could make it part of his motion without amending the agreement. Kate Knight, Executive Director of the DDA, noted that the language in the agreement captured LaRussa's concerns. LaRussa asked about this year's communication plan to local businesses. Knight

admitted that it was a bit late, but that the template they had used was the same as in the year before. She said that the timeline would be done a little differently going forward. They discussed emails, meetings, the frequency of each. Bowman reminded LaRussa that business owner meetings are never done for these kinds of events, as opposed to an occasional thing like a streetscape.

Schneemann asked what the standard protocol was for email distribution to engage public and businesses. Knight answered that it was an open line of conversation and communication with every merchant. Schneemann asked if the DDA was the point for communication, and Knight replied that it was a group project with the DDA distributing the information. Schneemann asked for clear communication and said that there was probably not language to change in the agreement but could just be an internal directive. Bowman said that communication needs to come from the City and the DDA, not directly from the production company.

Taylor suggested that 360 Productions not communicate directly with downtown businesses, but she still wanted to add more language to the agreement that would have 360 Productions provide a communications plan to the DDA to build accountability. Schultz noted that she referring to an attachment to the agreement and that it was intended to be in broad strokes. Law reminded Taylor that they had only thirty days to reconfigure the participating vendors because of the streetscape project, and that was a difficulty expected only for this year.

Discussion ensued about road closure plans, instances where there should have been more outreach, and about managing expectations. Bowman noted that last year’s requests and concerns by Council were all addressed this year by 360 Productions, and that she expected that Council concerns will be heard and addressed for next year.

Move to approve the Professional Services Agreement with 360 Event Productions, LLC, with an amendment to Exhibit A to include a bullet point under the section “for DDA to provide or cause to be provided” creation and execution of a communication plan with downtown businesses, subject to the City and the DDA also entering into the Memorandum of Understanding, relating to the Farmington Founders Festival.**

RESULT: APPROVED [UNANIMOUS]
MOVER: LaRussa, Mayor Pro Tem
SECONDER: Taylor, Councilmember

Move to approve Memorandum of Understanding between the City and the DDA regarding the Farmington Founders Festival, subject to any final non-substantive changes as may be required by the City Attorney or the City Manager.**

RESULT: APPROVED [UNANIMOUS]
MOVER: LaRussa, Mayor Pro Tem
SECONDER: Balk, Councilmember

B. Consideration to approve amendment to Intergovernmental Agreement for Information Technology Services between Farmington Hills and the City of Farmington

City Manager Murphy explained a request to amend the Intergovernmental Agreement with Farmington Hills for I.T. Services will include receiving the Smart Cities services of fifty selected Demand Points, without charge, as well as the right to receive a service credit and terms for a monthly charge should the city request additional Demand Points.

This amendment to Farmington’s agreement with Farmington Hills allows Farmington Hills to ensure that its agreements with SiFi would obligate SiFi to provide service to the selected Farmington Demand Points.

Schneemann asked how the agreement before this dealt with Demand Points and Schultz explained that adding the Demand Points would be an entirely new element and an addition to the original agreement.

Move to approve amendment to I.T. Services Intergovernmental Agreement with Farmington Hills to include services from Farmington Hills relating to Demand Points and fiber connectivity provided by SiFi Networks, LLC to Farmington Hills on behalf of Farmington.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Balk, Councilmember
SECONDER:	LaRussa, Mayor Pro Tem
AYES:	LaRussa, Schneemann, Taylor, Balk, Bowman

C. DPW HVAC update

Assistant Superintendent Leach summarized the status of the current HVAC improvement project. Phases I and II of the 3-year DPW HVAC improvement project have been completed on schedule and within the proposed budget. Anticipating Phase III of the HVAC improvement project, Diversified Heating and Cooling has verified pricing and availability, noting that there will be significant cost increases due to current market instability and supply chain disorder.

Move to accept revised quote for DPW HVAC Project 2019 Phase III from Diversified Heating & Cooling, increasing Phase III to \$46,190 and allowing City Administration to execute the Phase III Quote.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Taylor, Councilmember
AYES:	Schneemann, Taylor, Balk, Bowman, LaRussa

D. DPW & Water Booster Station window replacement

Leach recommended awarding the replacement of six windows at the Public Works office and the Water Booster Station to WeatherGuard Window of Farmington in the amount of \$12,025.00. The windows will be Series 700 vinyl windows, LoE, double strength glass argon gas filled. The Water Booster Station will remain casement windows, while the Public Works office will be awning windows with screens replacing the current hopper windows without screens.

Schneemann asked what was specified in the bid request. Leach replied that the windows are to be Series 700 vinyl windows, LoE, double strength glass argon gas filled. Leach will send him more information later this week and Schneemann asked for the item to be tabled until Council can review the specs. Council agreed to table until next month. Bowman directed Leach to send the motion to all councilmembers for review.

E. Oakland Street Sanitary Sewer Lining

Following the substantial number of protruding tap removals and the emergency sewer repair on Oakland Street last construction season, OHM recommends CIPP lining of the sanitary sewer of Oakland Street from Grand River to Gill Road. Due to material availability problems and construction industry workload, a cost increase is reflected in the quotes. To offset the difference, Public Works would reduce the total number of replacement water meters purchased this fiscal year to have sufficient funding to CIPP line this sewer.

Move to award the Oakland Street Sanitary Sewer Lining Project in the amount of \$175,000 to Pipeline Management Company Incorporated of Milford Michigan, which includes 5% contingency funds, and to allow the City Administration to authorize all contractual documents and payment applications.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Balk, Councilmember
SECONDER:	LaRussa, Mayor Pro Tem
AYES:	Balk, Bowman, LaRussa, Schneemann, Taylor

F. Consideration to Approve Second Amendment to Purchase Agreement (MTC)

Schultz explained that the outside date for Robertson Brothers to have a fully approved PUD Development was set in the agreement as August 31, 2022. Due to extending the inspection period by 120 days in December 2021, it has become obvious that the development will not be approved by the end of this month and an extension would be required for the transaction to continue. Murphy suggested that the closing date be extended 120 days commensurate with the original extension of the inspection period, calculating out to December 29, 2022. Robertson Brothers would like an extension to March 24, 2023, closing 60 days past that.

Discussion ensued with Jim Clark from Robertson Brothers available for questions. Bowman asked what the holdup was, and Clark listed out several issues that had held them back

including approvals necessary and unexpected considerations brought on by the geography of the hill.

LaRussa asked for them to complete the closing sooner if at all possible. Schneemann asked if submittal will be coming to the DDA Design Committee before it is submitted to the Planning Commission and Murphy assured him that it would be.

Move to approve the Second Amendment to Purchase and Develop Property agreement, subject to any final non-substantive revisions by the City Manager and City Attorney.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Taylor, Councilmember
AYES:	Bowman, LaRussa, Schneemann, Taylor, Balk

8. PUBLIC COMMENT

No public comment was heard.

9. CITY COUNCIL COMMENT

Schneemann announced that he had a favorite resident in Farmington and wished his wife a happy thirty-year anniversary.

LaRussa updated Council about the recent SEMCOG Executive Committee meeting.

10. ADJOURNMENT

Move to adjourn the meeting.

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Taylor, Councilmember
SECONDER:	Balk, Councilmember

Meeting adjourned 8:50 p.m.

Sara Bowman, Mayor

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.



Special Council Meeting
6:00 p.m., Tuesday, September 6, 2022
Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on September 6, 2022 in Farmington City Hall, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 6:04 pm by Mayor Sara Bowman.

1. ROLL CALL

Attendee Name	Title	Status	Arrived
Johnna Balk	Councilmember	Present	
Sara Bowman	Mayor	Present	
Joe LaRussa	Mayor Pro Tem	Present	
Steve Schneemann	Councilmember	Absent	6:10 pm
Maria Taylor	Councilmember	Present	

City Administration Present

City Clerk Mullison
City Manager Murphy
City Attorney Schultz (arr. at 6:27 pm)
Director Weber

2. APPROVAL OF AGENDA

Move to approve the agenda as presented.

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Balk, Councilmember
SECONDER:	Taylor, Councilmember

3. PUBLIC COMMENT

No public comment was heard.

4. BOARD AND COMMISSION INTERVIEWS

A. Parking Advisory Committee

Justin McAvoy was interviewed for a vacancy on the Parking Advisory Committee. The vacancy is a partial term that ends on June 30, 2024.

Move to appoint Justin McAvoy to the Downtown Farmington Parking Advisory Committee for a term ending June 30, 2024.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Taylor, Councilmember
SECONDER:	LaRussa, Mayor Pro Tem

B. Beautification Committee

Rachel Cash was interviewed for a vacancy on the Beautification Commission for a 3-year term ending June 30, 2025.

Move to appoint Rachel Cash to the Beautification Commission for a 3-year term ending June 30, 2025.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Taylor, Councilmember

5. DISCUSS CAPITAL IMPROVEMENT BONDS TO FINANCE THE PURCHASE OF THE PROPERTY AT 33825 GRAND RIVER

City Manager Murphy and Director Weber facilitated a discussion on the pros and cons of bonding for the funds to purchase property. Murphy listed costs associated with the purchase, including costs if Council chose to take out a bond. Weber noted an email given to Council from Pat McGow of Miller Canfield that laid out different financing options including issuing Capital Improvement Bonds, using General Fund surplus for the acquisition, or a hybrid plan which would use an Act 99 Installment Purchase Agreement for the land acquisition price only and cash for other costs of making the property usable. Weber suggested that using monies we already have might be more fiscally responsible.

Councilmembers noted that it was good to have options and questioned Murphy and Weber about the City's unassigned fund balance ratio, interest costs for bonding or the hybrid plan, inflationary pressures, whether any options could be paid off ahead of schedule, about needed flexibility in financing, and about opportunity costs. McGow ran through the schedule and timing required in order to bond or take financing.

Bowman summarized the situation that arose from an opportunity to purchase land adjacent to the Governor Warner Mansion. She requested that an informed decision be made soon, if not at the next meeting. Council continued to discuss options and preferences for moving forward.

6. OTHER BUSINESS

Murphy announced that the City had applied for a grant for EV charging stations.

Bowman commented on an extended power loss across the City due to a recent weather event and wanted to know whether Council was interested in inviting DTE to come to a Council meeting and lay out their improvement plan. Council indicated interest in a presentation by DTE as a first step, with possible town hall style meetings in future.

7. PUBLIC COMMENT

No public comment was heard.

8. COUNCIL COMMENT

No Council comment was heard.

9. ADJOURNMENT

Move to adjourn the meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Balk, Councilmember
SECONDER:	Taylor, Councilmember

The meeting adjourned at 7:26 pm.

Sara Bowman, Mayor

Mary Mullison, City Clerk

Approval Date:



Regular City Council Meeting
7:00 p.m., Tuesday, September 6, 2022
Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on September 6, 2022 at Farmington City Hall, 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 7:35 p.m. by Mayor Bowman.

1. ROLL CALL

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

City Administration Present

Superintendent Eudy
Executive Director Knight
City Clerk Mullison
City Manager Murphy
City Attorney Schultz
Director Weber

2. APPROVAL OF AGENDA

Move to approve the agenda as presented.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Balk, Councilmember

3. PUBLIC COMMENT

No public comment was heard.

4. PROCLAMATION: DECLARE SEPTEMBER 2022 AS NATIONAL RECOVERY AND NATIONAL SUICIDE PREVENTION MONTH

Oakland Community Health Network asked Farmington to partner with them by approving a proclamation for September as National Recovery Month and National Suicide Prevention Month.

Move to declare Sept. 2022 as National Recovery Month and National Suicide Prevention Month.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Balk, Councilmember
SECONDER:	LaRussa, Mayor Pro Tem

5. PRESENTATION: DDA'S MAIN STREET AMERICA SELECT LEVEL ACCREDITATION, TIM COLBECK

Tim Colbeck of Main Street Oakland County presented the Farmington Downtown Development Authority with Select Level accreditation. He noted that Farmington has earned 15 consecutive accreditations, which is no small feat. DDA Executive Director Kate Knight accepted the honor.

6. CONSIDERATION TO ADOPT NOTICE OF INTENT AND REIMBURSEMENT RESOLUTION FOR 2022 CAPITAL IMPROVEMENT BONDS TO FINANCE THE PURCHASE OF THE PROPERTY AT 33825 GRAND RIVER

In order to purchase the property at 33825 Grand River, bonding for funds was considered. After discussion, Council chose to use a General Fund surplus to pay cash for the acquisition and related demolition of structures, site prep, and parking improvements. Council directed Murphy to set up a closing date for the purchase.

7. PROPOSED INTERGOVERNMENTAL AGREEMENT WITH OAKLAND COUNTY FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION

City Manager Murphy requested that Council approve an Intergovernmental Agreement with Oakland County that would provide American Rescue Plan Act of 2021 ("ARPA") grant funding for Infrastructure Planning activities. The County is providing funding it received from the federal government to the City as a dollar-for-dollar matching grant for up to \$100,000 with the City matching up to \$100,000 for a total amount of up to \$200,000. The funds will be used for developing a project plan to enable the City to apply for funding from the Drinking Water State Revolving Fund (DWSRF), which provides monies to help satisfy the requirements of the federal Safe Drinking Water Act. A second planned project is for an evaluation and prioritization of the conditions of the city's sanitary sewer, which will be used to request funds from the Clean Water State Revolving Fund (CWSRF) and funds water quality infrastructure projects.

Move to approve the Intergovernmental Agreement with Oakland County for Local Fiscal Recovery Fund Distribution for use to develop plans to apply for State Drinking Water Revolving Fund and Clean Water Revolving Fund.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Taylor, Councilmember
SECONDER:	Balk, Councilmember
AYES:	Schneemann, Taylor, Balk, Bowman, LaRussa

8. ENGAGE ENGINEERS TO PREPARE PROJECT PLAN FOR THE STATE’S DRINKING WATER STATE REVOLVING FUND (DWSRF) AND THE CLEAN WATER STATE REVOLVING FUND (CWSRF)

The State of Michigan maintains a Drinking Water State Revolving Fund (DWSRF) and a Clean Water State Revolving Fund (CWSRF) for purposes of assisting local governments with covering the cost of making needed improvements to critical infrastructure for drinking water and sanitary sewage disposal systems. Murphy said that it was the City’s intent to use the DWSRF funds, if receive, for water line maintenance, repair, replacements, and upgrades. The CWSRF funds would primarily be used for the lining of aging sewer pipes. This will leverage the City’s ARPA dollars with County, State and Federal dollars to get as much infrastructure repaired, improved, and upgraded as possible while funding sources are available.

Move to authorize the City Manager to engage OHM to prepare a project plan to apply for a low interest rate loans from DWSRF and CWSRF to be used in connection with water and sewer infrastructure improvements.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Balk, Councilmember
SECONDER:	LaRussa, Mayor Pro Tem
AYES:	Taylor, Balk, Bowman, LaRussa, Schneemann

9. SANITARY SEWER CLEANING, AND PACP INSPECTIONS OF THE SANITARY SEWER SYSTEM IN VARIOUS LOCATIONS OF THE COMMUNITY

Superintendent Eudy requested approval to have a firm that already has a contract with Oakland County Water Resource Commission (OCWRC) conduct preliminary sewer cleaning and Pipeline Assessment Certification Program (PACP) inspection of multiple sanitary sewers in various locations within the city in preparation to apply for Clean Water State Revolving Fund (CWSRF) grant opportunities based upon an hourly rate.

Move to approve Pipeline Management Company Incorporated to conduct sanitary sewer cleaning, and PACP inspections of the sanitary sewer system in various locations of the community not to exceed \$75,000 in preparation to apply for CWSRF grant funding and authorize City Administration to execute contract documents subject to any minor

amendments to the final form of the City Manager's office and the City Attorney's office.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Taylor, Councilmember
AYES:	Balk, Bowman, LaRussa, Schneemann, Taylor

10. CHANGE ORDER NO. 1 & CONSTRUCTION ESTIMATE NO. 1 FOR THE 2022 ROAD REHABILITATION PROJECT

Change Order No.1 includes an increased quantity of curb on Glenview Street and an increased quantity of concrete storm sewer on Fleming Street with some additional items noted in the Change Order. Construction Estimate No.1 includes a portion of mobilization and traffic control for all streets and sidewalks.

Move to approve payment to Best Asphalt Incorporated for Change Order No. 1 & Payment Application No. 1 in the amount of \$268,437.28 for the 2022 Road Rehabilitation Project.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Taylor, Councilmember
SECONDER:	Balk, Councilmember
AYES:	Bowman, LaRussa, Schneemann, Taylor, Balk

11. DPW & WATER BOOSTER STATION WINDOW REPLACEMENT

Eudy recommended awarding the planned window replacement to WeatherGard Window, which is a Farmington-based business.

Move to approve the DPW & Water Booster Station Window Replacement to WeatherGard Window and allow City Administration to execute contract documents subject to any minor amendments to the final form of the City Manager's office and the City Attorney's office.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Balk, Councilmember
SECONDER:	Taylor, Councilmember
AYES:	LaRussa, Schneemann, Taylor, Balk, Bowman

12. RATIFY PAYMENT WARNER HOME ROOF REPLACEMENT CHANGE ORDER AND PAYMENT

The roof of the Governor Warner Mansion was replaced on Saturday August 27, 2022. The crew's work was quick, tidy, and completed by mid-afternoon. Eudy recommended approving payment.

Move to ratify Change order No. 1 in the amount of \$1,500 and payment of \$14,000 for the Warner Home Main Building shingle replacement to R. Graham Construction LLC in the amount totaling \$15,500.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Balk, Councilmember
AYES:	Schneemann, Taylor, Balk, Bowman, LaRussa

13. OTHER BUSINESS

Bowman requested a Special Meeting to be held on September 7, 2022 for the purpose of crafting possible proposal language for a pending addition to the November ballot.

14. PUBLIC COMMENT

No public comment was heard.

15. CITY COUNCIL COMMENT

Schneemann asked for Council discussion on RTS (Road, Tree, Sidewalk) issues soon.

16. ADJOURNMENT

Move to adjourn the meeting.

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Balk, Councilmember
SECONDER:	Taylor, Councilmember

Meeting adjourned 8:32 p.m.

Sara Bowman, Mayor

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.

Farmington City Council Agenda Item	Council Meeting Date: September 19, 2022	Item Number 3D	
Submitted by: Amy Norgard, Controller			
<u>Agenda Topic</u> Farmington Monthly Payments Report – August 2022			
<u>Proposed Motion</u> Approve Farmington Monthly Payments Report – August 2022			
<u>Background</u> See attachment			
<u>Materials Attached</u> AP Monthly Payments Report 083122			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

MONTH OF AUGUST 2022

FUND #	FUND NAME	AMOUNT:
101	GENERAL FUND	\$ 263,966.40
202	MAJOR STREET FUND	\$ 4,187.71
203	LOCAL STREET FUND	\$ 31,666.11
401	CAPITAL IMPROVEMENT MILLAGE	\$ 264,545.92
592	WATER & SEWER FUND	\$ 296,936.46
595	FARMINGTON COMMUNITY THEATER FUND	\$ 23,637.76
640	DPW EQUIPMENT REVOLVING FUND	\$ 36,292.42
701	AGENCY FUND	\$ 1,685.00
703	CURRENT TAX COLLECTION FUND	\$ 30,509.24
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 29,372.39
	TOTAL CITY PAYMENTS ISSUED:	\$ 982,799.41
136	47TH DISTRICT COURT FUND	\$ 83,453.35
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 33,091.22
	TOTAL OTHER ENTITIES PAYMENTS ISSUED:	\$ 116,544.57
	TOTAL PAYMENTS ISSUED	\$ 1,099,343.98

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

CITY OF FARMINGTON - ACH PAYMENTS REPORT

MONTH OF AUGUST 2022

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
Agency Tax	Farmington Public Schools	Tax Payment #2	153,269.84
Agency Tax	Oakland County	Tax Payment #2	290,405.12
Agency Tax	Farmington Comm. Library	Tax Payment #2	17,016.80
Agency Tax	Farmington Public Schools	Tax Payment #3	89,921.22
Agency Tax	Oakland County	Tax Payment #3	202,436.48
Agency Tax	Farmington Comm. Library	Tax Payment #3	12,587.38
Agency Tax	Farmington Public Schools	Tax Payment #4	231,079.81
Agency Tax	Oakland County	Tax Payment #4	393,378.89
Agency Tax	Farmington Comm. Library	Tax Payment #4	23,983.63
Agency Tax	Farmington Public Schools	Tax Payment #5	250,854.66
Agency Tax	Oakland County	Tax Payment #5	427,679.24
Agency Tax	Farmington Comm. Library	Tax Payment #5	23,752.06
Agency Tax	Farmington Public Schools	Tax Payment #6	806,449.97
Agency Tax	Oakland County	Tax Payment #6 (partial)	2,057,457.78
Agency Tax	Farmington Comm. Library	Tax Payment #6	136,092.25
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	250,264.47
General Fund	Federal Gov't	W/H & FICA Payroll	85,064.28
General Fund	MERS	July Transfer	108,338.04
General Fund	MERS HCSP	July Transfer	5,708.96
General Fund	MERS	457 Plans - City & Dept. Head	20,323.85
General Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,990.60
TOTAL CITY ACH TRANSFERS			5,588,055.33
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	88,246.25
Court Fund	Federal Gov't	W/H & FICA Payroll	30,480.53
Court Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,479.18
Court Fund	ICMA	Health Savings/401 Accounts	12,637.92
TOTAL OTHER ENTITIES ACH TRANSFERS			132,843.88



FARMINGTON PUBLIC SAFETY DEPARTMENT

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

Ted Warthman, Public Safety Director



MONTHLY PUBLIC SAFETY REPORT

August 2022

STOLEN VEHICLE

On August 2nd an officer discovered a stolen, unoccupied vehicle out of the City of Detroit in the area of Grand River and Orchard Lake Road. The stolen vehicle was confirmed stolen with Detroit Police Department and a hold was placed on the vehicle. The vehicle was impounded.

OPERATING WHILE INTOXICATED

On August 5th at approximately 3:00 a.m. an officer stopped a vehicle for disobeying a red light. Upon speaking with the driver, the officer could smell the odor of alcohol and the driver admitted to drinking two drinks 30 minutes prior to the stop. The driver was asked to step from the vehicle and completed field sobriety tests and a preliminary breath test. As a result of the tests, the driver was arrested for operating while intoxicated and transported to the station. At the station, the driver provided two breath samples with a result of .22 and .23. The driver was held until sober and released with a court date.

OPERATING WHILE INTOXICATED

On August 17th at 11:34 p.m. an officer conducted a traffic stop on a vehicle for speeding in the area of Freedom Road and Grand River Avenue. The officer made contact with the driver, explained the reason for the stop and while doing so, smelled the odor of intoxicants emitting from the vehicle. The driver admitted to drinking alcohol and was asked to step from the vehicle to perform field sobriety tests and a preliminary breath test. The driver refused to take a preliminary breath test and was placed under arrest. The driver was transported back to the station where the driver again refused to take a chemical test. A search warrant was authorized, and two vials of blood were taken from the driver. The driver was held until sober and released with a court date.

MONTHLY PUBLIC SAFETY REPORT

August 2022

LARCENY FROM BUILDING

On August 19th at 8:03 p.m. officers were dispatched to the 30700 block of Grand River for a report of a larceny from a building. Upon arrival, the reporting person stated someone took her keys while she was at the location from on top of a counter. Surveillance footage showed a subject pick up her keys from the counter and leave the business. The case was assigned to the detective bureau for further investigation.

LARCENY FROM AUTO

On August 22nd at 4:05 a.m. officers were dispatched to a larceny from auto complaint in the 21800 block of Farmington Road. Upon arrival, the reporting person stated that he parked his car at 3:30 p.m. the day prior and when he got to his car at 4:00 a.m. he noticed his window had been broken out and several items from inside were missing. The officers on scene processed the vehicle for evidence and canvassed the area for witnesses and possible video surveillance footage. The case was forwarded to the detective bureau for further investigation.

STORM

The public safety department responded to 20+ runs as a result of a storm that rolled through the city at approximately 5:50 p.m. on August 29th in a two-hour period. Calls for assistance included downed power lines, road hazards, and trees down in various locations.

MONTHLY PUBLIC SAFETY REPORT
August 2022

AUGUST 2022 – ABBREVIATED CRIME REPORT

Crime Part	Crime Category	Aug-2022	Jul-2022	Percent Change	YTD 2022	YTD 2021	Percent Change
A	ASSAULT - AGGRAVATED	0	0	-	3	5	-40.0%
A	ASSAULT - SIMPLE	0	3	-100.0%	19	15	26.7%
A	BURGLARY - RESIDENTIAL	0	0	-	1	1	0.0%
A	DAMAGE TO PROPERTY	2	3	-33.3%	14	12	16.7%
A	DRUG OFFENSES	1	2	-50.0%	14	9	55.6%
A	EMBEZZLEMENT	0	0	-	3	1	200.0%
A	EXTORTION - BLACKMAIL	0	1	-100.0%	1	1	0.0%
A	FORGERY / COUNTERFEITING	0	0	-	2	1	100.0%
A	FRAUD	2	1	100.0%	24	15	60.0%
A	INTIMIDATION / STALKING	1	0	-	3	0	-
A	LARCENY - ALL OTHER	2	3	-33.3%	14	16	-12.5%
A	LARCENY - FROM AUTO (LFA)	2	1	100.0%	20	15	33.3%
A	LARCENY - RETAIL FRAUD	1	0	-	3	2	50.0%
A	MOTOR VEHICLE THEFT / FRAUD	1	3	-66.7%	5	5	0.0%
A	ROBBERY	0	0	-	0	1	-100.0%
A	SEX CRIME (VIOLENT)	0	0	-	2	1	100.0%
A	STOLEN PROPERTY	0	0	-	2	1	100.0%
A	WEAPONS OFFENSE	0	2	-100.0%	11	7	57.1%
A	Total	13	19	-31.6%	143	110	30.0%
B	ACCIDENT - HIT & RUN	0	0	-	1	3	-66.7%
B	BURGLARY - ALL OTHER	1	0	-	1	0	-
B	FAMILY OFFENSE	0	0	-	2	0	-
B	HEALTH AND SAFETY	0	0	-	1	1	0.0%
B	LIQUOR LAW VIOLATION	8	3	166.7%	28	8	250.0%
B	OBSTRUCTING JUSTICE	2	5	-60.0%	19	13	46.2%
B	OBSTRUCTING POLICE	2	0	-	11	7	57.1%
B	OUI OF LIQUOR / DRUGS	18	16	12.5%	101	35	188.6%
B	PUBLIC PEACE	0	0	-	2	12	-83.3%
B	Total	31	24	29.2%	180	89	102.2%
C	ACCIDENT	30	23	30.4%	165	111	48.6%
C	ALL OTHER OFFENSES	862	749	15.1%	6,410	4,487	42.9%
C	CITATION	25	25	0.0%	221	164	34.8%
C	FAMILY OFFENSE	7	6	16.7%	44	41	7.3%
C	MISSING PERSON / RUNAWAY	1	1	0.0%	6	5	20.0%
C	MOTOR VEHICLE THEFT / FRAUD	1	0	-	1	0	-
C	SUSPICIOUS	63	61	3.3%	480	415	15.7%
C	WARRANT	12	10	20.0%	112	96	16.7%

Farmington City Council Staff Report	Council Meeting Date: Sept. 19, 2022	Item Number 3E
Submitted by: Melissa Andrade, Assistant to the City Manager		
Agenda Topic: Board and Commission Resignations		
Proposed Motion: NA		
Background: We have received resignations from the following board and committee members: Janie Gundlach from the Historical Commission Nathan Pitluk from the Zoning Board of Appeals Christina Clark from the Beautification Committee		
Materials: resignation letters		

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

David Murphy,

Please accept my resignation from the Historical Commission. It has been a pleasure to participate on the Commission and I will continue to support the Historic District and the Mansion.

Thank you,

Jane Gundlach

--

Janie

Jolene Leitner
City of Farmington
Administrative Assistant

RE: Nathan Pitluk Resignation

Dear Ms. Leitner,

I regret to inform you that I am writing to resign from the Zoning Board of Appeals. My time with the Board has been wonderful, but I have accepted a new position with a law firm, which could lead to future conflicts. To avoid future conflicts and conflict checks before each meeting, I have decided it would be best for all that I simply resign.

I want to thank the board and the City of Farmington for allowing me the opportunity to volunteer and provide some service to the community.

Sincerely,

Nathan Pitluk/s

Nathan C. Pitluk

September 15, 2022

Dear Farmington Mayor & City Council,

I'm writing to inform you of my resignation from my position as a member of Farmington Beautification Committee. As you may know I also volunteer for the Farmington Farmers Market, I have made the decision to utilize all my personal volunteer hours for The Market. My last day with the committee is September 30, 2022. I apologize for the inconvenience this may cause.

Thank you for the opportunity, and best wishes to the Farmington Beautification Committee going forward.

Sincerely,

/s/ Christina Clark

Farmington City Council Staff Report	Council Meeting Date: September 19, 2022	Item Number 6A
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Parking lot sealcoating pavement marking		
Proposed Motion: Move to award Fiscal Year 2023 Annual Sealcoating/Pavement Marking contract to Wolverine Sealcoating per the RFP pending City Council approval the Fiscal Year 2023 budget and allow City Administration to execute the contract in the amount of \$11,300, subject to any minor amendments to the final form of the City Manager’s office and the City Attorney’s office.		
Background: City Administration and Orchard Hiltz & McCliment (OHM) has developed a 4-year rotating parking lot sealcoating/pavement marking program for municipal maintained parking lots within the community. This is the first year the City of Farmington will participate with several other like sized communities to solicit the RFP for those services. The City of Wixom established and coordinated the RFP and has recommended to award the RFP to Wolverine Sealcoating located in Jackson, Michigan. City Council approved \$11,300 to be allocated in the Fiscal Year 2023 budget to conduct the sealcoating/pavement marking program. Unit pricing for the sealcoating/pavement marking his year is \$1.13 per pound for crack sealing, Sealcoating at \$0.09 per square foot,		
Materials: Bid Tab Wolverine Sealcoating RFP City of Wixom Agenda March 22, 2022 Areas to Complete Map		

BID OPENING- CRACK SEAL 2022
MARCH 1, 2022
9:30 AM

COMPANY NAME: NATIONAL INDUSTRIAL MAINTENANCE, INC

ITEM	OVERBAND CRACK FILL		SEAL COATING	
	UNIT	UNIT PRICE	UNIT	UNIT PRICE
CITY OF WIXOM	LB	\$ 1.33	SQ FT	\$.10
CITY OF BRIGHTON	LB	\$ 1.33	SQ FT	\$.10
CITY OF FARMINGTON	LB	\$ 1.33	SQ FT	\$.10
CITY OF FENTON	LB	\$ 1.33	SQ FT	\$.10
CITY OF HOWELL	LB	\$ 1.33	SQ FT	\$.10
VILLAGE OF FOWLerville	LB	\$ 1.33	SQ FT	\$.10
VILLAGE OF PINCKNEY	LB	\$ 1.33	SQ FT	\$.10
% discount of unit price if all contracts awarded.		0 %		

COMPANY NAME: _____

ITEM	OVERBAND CRACK FILL		SEAL COATING	
	UNIT	UNIT PRICE	UNIT	UNIT PRICE
CITY OF WIXOM	LB	\$	SQ FT	\$
CITY OF BRIGHTON	LB	\$	SQ FT	\$
CITY OF FARMINGTON	LB	\$	SQ FT	\$
CITY OF FENTON	LB	\$	SQ FT	\$
CITY OF HOWELL	LB	\$	SQ FT	\$
VILLAGE OF FOWLerville	LB	\$	SQ FT	\$
VILLAGE OF PINCKNEY	LB	\$	SQ FT	\$
% discount of unit price if all contracts awarded.		%		

BID OPENING- CRACK SEAL 2022
MARCH 1, 2022
9:30 AM

COMPANY NAME: Wolverine Sealcoating LLC

ITEM	OVERBAND CRACK FILL		SEAL COATING	
	UNIT	UNIT PRICE	UNIT	UNIT PRICE
CITY OF WIXOM	LB	\$ 1.13	SQ FT	\$.09
CITY OF BRIGHTON	LB	\$ 1.13	SQ FT	\$.09
CITY OF FARMINGTON	LB	\$ 1.13	SQ FT	\$.09
CITY OF FENTON	LB	\$ 1.13	SQ FT	\$.09
CITY OF HOWELL	LB	\$ 1.13	SQ FT	\$.09
VILLAGE OF FOWLerville	LB	\$ 1.13	SQ FT	\$.09
VILLAGE OF PINCKNEY	LB	\$ 1.13	SQ FT	\$.09
% discount of unit price if all contracts awarded.		0 %		

COMPANY NAME: Asphalt Restoration

ITEM	OVERBAND CRACK FILL		SEAL COATING	
	UNIT	UNIT PRICE	UNIT	UNIT PRICE
CITY OF WIXOM	LB	\$ 1.40	SQ FT	\$
CITY OF BRIGHTON	LB	\$ 1.40	SQ FT	\$
CITY OF FARMINGTON	LB	\$ 1.40	SQ FT	\$
CITY OF FENTON	LB	\$ 1.40	SQ FT	\$
CITY OF HOWELL	LB	\$ 1.40	SQ FT	\$
VILLAGE OF FOWLerville	LB	\$ 1.40	SQ FT	\$
VILLAGE OF PINCKNEY	LB	\$ 1.40	SQ FT	\$
% discount of unit price if all contracts awarded.		10 %		

BID OPENING- CRACK SEAL 2022
MARCH 1, 2022
9:30 AM

COMPANY NAME: CNW Midwest

ITEM	OVERBAND CRACK FILL		SEAL COATING	
	UNIT	UNIT PRICE	UNIT	UNIT PRICE
CITY OF WIXOM	LB	\$ 1.46	SQ FT	\$.14
CITY OF BRIGHTON	LB	\$ 1.46	SQ FT	\$.14
CITY OF FARMINGTON	LB	\$ 1.46	SQ FT	\$.14
CITY OF FENTON	LB	\$ 1.46	SQ FT	\$.14
CITY OF HOWELL	LB	\$ 1.46	SQ FT	\$.14
VILLAGE OF FOWLerville	LB	\$ 1.46	SQ FT	\$.14
VILLAGE OF PINCKNEY	LB	\$ 1.46	SQ FT	\$.14
% discount of unit price if all contracts awarded.		0 %		

COMPANY NAME: Scodeller Construction

ITEM	OVERBAND CRACK FILL		SEAL COATING	
	UNIT	UNIT PRICE	UNIT	UNIT PRICE
CITY OF WIXOM	LB	\$ 1.41	SQ FT	\$
CITY OF BRIGHTON	LB	\$ 1.32	SQ FT	\$
CITY OF FARMINGTON	LB	\$ 1.38	SQ FT	\$
CITY OF FENTON	LB	\$ 1.42	SQ FT	\$
CITY OF HOWELL	LB	\$ 1.34	SQ FT	\$
VILLAGE OF FOWLerville	LB	\$ 1.41	SQ FT	\$
VILLAGE OF PINCKNEY	LB	\$ 1.41	SQ FT	\$
% discount of unit price if all contracts awarded.		0 %		

Wolverine Sealcoating LLC

3235 County Farm Rd
Jackson, MI 49201-2501

Phone # 517-962-4261
Fax # 517-513-8065

Sales@Wolverineseal.com
www.WolverineSeal.com

Estimate

Date	Estimate #
4/28/2022	22906

Name / Address
City of Farmington 23600 Liberty St Farmington, MI 48335

Terms	Due Date	Project
	4/28/2022	

Description	Qty	Rate	Total
<p>Lot I</p> <p>Surface shall be cleaned of dirt and debris by brooming and use of high power blowers. Asphalt is to be coated with one cote of Gem Seal commercial grade premium Cole tar sealer which meets & exceeds Fed spec RP-355e, ASTM D-33200 and D-490 specifications. Sealer mix is to include 3% Tar max latex additive and 3lbs per gallon silica sand for a strong wearing surface.</p> <p>Cracks are to be filled at 1.13 per pound</p>	13,758	0.09	1,238.22
Total			\$1,238.22

Wolverine Sealcoating LLC

3235 County Farm Rd
Jackson, MI 49201-2501

Phone # 517-962-4261

Fax # 517-513-8065

Sales@Wolverineseal.com

www.WolverineSeal.com

Estimate

Date	Estimate #
4/28/2022	22905

Name / Address
City of Farmington 23600 Liberty St Farmington, MI 48335

Terms	Due Date	Project
	4/28/2022	

Description	Qty	Rate	Total
<p>Lot H</p> <p>Surface shall be cleaned of dirt and debris by brooming and use of high power blowers. . Asphalt is to be coated with one cote of Gem Seal commercial grade premium Cole tar sealer which meets & exceeds Fed spec RP-355e, ASTM D-33200 and D-490 specifications. Sealer mix is to include 3% Tar max latex additive and 3lbs per gallon silica sand for a strong wearing surface.</p> <p>Cracks are to be sealed at 1.13 per pound</p>	11,361	0.09	1,022.49
Total			\$1,022.49

Wolverine Sealcoating LLC

3235 County Farm Rd
Jackson, MI 49201-2501

Phone # 517-962-4261
Fax # 517-513-8065

Sales@Wolverineseal.com
www.WolverineSeal.com

Estimate

Date	Estimate #
4/28/2022	22904

Name / Address
City of Farmington 23600 Liberty St Farmington, MI 48335

Terms	Due Date	Project
	4/28/2022	

Description	Qty	Rate	Total
<p>Lot C</p> <p>Surface shall be cleaned of dirt and debris by brooming and use of high power blowers. Asphalt is to be coated with one cote of Gem Seal commercial grade premium Cole tar sealer which meets & exceeds Fed spec RP-355e, ASTM D-33200 and D-490 specifications. Sealer mix is to include 3% Tar max latex additive and 3lbs per gallon silica sand for a strong wearing surface.</p> <p>Cracks are to be filled at 1.13 per pound</p>	34,678	0.09	3,121.02
Total			\$3,121.02

Wolverine Sealcoating LLC

3235 County Farm Rd
Jackson, MI 49201-2501

Phone # 517-962-4261
Fax # 517-513-8065

Sales@Wolverineseal.com
www.WolverineSeal.com

Estimate

Date	Estimate #
4/28/2022	22903

Name / Address
City of Farmington 23600 Liberty St Farmington, MI 48335

Terms	Due Date	Project
	4/28/2022	

Description	Qty	Rate	Total
Lot D Surface shall be cleaned of dirt and debris by brooming and use of high power blowers. Asphalt is to be coated with one coat of Gem Seal commercial grade premium Cole tar sealer which meets & exceeds Fed spec RP-355e, ASTM D-33200 and D-490 specifications. Sealer mix is to include 3% Tar max latex additive and 3lbs per gallon silica sand for a strong wearing surface. Crack to be filled for 1.13 per pound	8,503	0.09	765.27
Total			\$765.27

Appendix A

CITY OF WIXOM, CITY OF BRIGHTON, CITY OF FARMINGTON, CITY OF FENTON,
CITY OF HOWELL, VILLAGE OF FOWLerville and the VILLAGE OF PINCKNEY

Bid Signature Page & Bill of Materials

OVERBAND CRACK SEALING/ SEAL COATING 2022

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 Municipalities services consistent with the Request for Proposal opened on March 1, 2022 at 9:30 am.

ITEM	OVERBAND CRACK FILL		SEAL COATING	
	UNIT	UNIT PRICE	UNIT	UNIT PRICE
CITY OF WIXOM	LB	\$ 1.13	SQ FT	\$.09
CITY OF BRIGHTON	LB	\$ 1.13	SQ FT	\$.09
CITY OF FARMINGTON	LB	\$ 1.13	SQ FT	\$.09
CITY OF FENTON	LB	\$ 1.13	SQ FT	\$.09
CITY OF HOWELL	LB	\$ 1.13	SQ FT	\$.09
VILLAGE OF FOWLerville	LB	\$ 1.13	SQ FT	\$.09
VILLAGE OF PINCKNEY	LB	\$ 1.13	SQ FT	\$.09
% discount of unit price if all contracts awarded.		0 %		

THIS PROPOSAL IS NOT-TO-EXCEED:

CITY OF WIXOM: \$45,000
 CITY OF BRIGHTON: \$80,000
 CITY OF FARMINGTON: \$45,000 AFTER 7/1
 CITY OF FENTON: \$60,000
 CITY OF HOWELL: \$60,000 total/ \$30,000 BEFORE 6/30, \$30,000 AFTER 7/1
 VILLAGE OF FOWLerville: \$15,000
 VILLAGE OF PINCKNEY: \$10,000

Equipment being utilized:

Kettle, Air Compressors, Blowers, Edgers, Traffic Control items

Materials being utilized:

DuraFill / Rightpaint MDOT Approved

PLEASE PRINT/TYPE:

Company Name: Wolverine Sealcoating LLC

Address: 3235 County Farm Rd

Agent Name & Title: [Signature]

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

E-Mail Address: Sales@wolverineseal.com

Agents Signature: [Signature] Date: 2/25/22

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:

1 _____ A Limited Liability Company, organized in the state of Michigan

_____ A Corporation, organized in the state of _____

_____ A Joint venture formed between _____ and _____

[Signature]
Signature

2/25/22
Date

Christopher 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 B

CITY OF WIXOM, CITY OF BRIGHTON, CITY OF FARMINGTON, CITY OF FENTON,
CITY OF HOWELL, VILLAGE OF FOWLerville and the VILLAGE OF PINCKNEY

Qualifications Questionnaire

OVERBAND CRACK SEALING/ SEAL COATING 2022

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: wolverine.sealcoating.com

Agent's Name (please print): Christopher 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? 18

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 as above

7. List the scope of services (type of work) you are able to perform Asphalt maintenance and repair

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 leader 18yrs Experience
Crew - varies

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 Grand Traverse Road Commission
 Company Address 1881 LaFrance Rd Traverse city mi
 Name Joe Stonecki Phone Number 231-645-4450 Contact Length
 of Contract 3 yrs
 Type of Services Provided

Crack Filling

Company Name Jackson County Road Commission/Transportation
 Company Address 2400 N Elm Jackson mi
 Name Jim Couling Phone Number 517-740-1926 Contact Length
 of Contract 9yrs
 Type of Services Provided

Crack Sealing
Pothole Repair

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

Crack Sealing

Company Name Calhoun County
Company Address 13300 15 mile rd Marshall MI Contact
Name Aaron Boemer Phone Number 517-736-4040 Length
of Contract 3-9 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:

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS.

Signature of Authorized Firm Representative: 

Representative's Name (Please Print) Christopher Wingle

Date: 2/25/22

AGENDA
Regular City Council Meeting
Tuesday – March 22, 2022
7:00 p.m.



CALL TO ORDER:
PLEDGE OF ALLEGIANCE:
ROLL CALL:

Mayor: P. Beagle (Excused)
Deputy Mayor: T. Rzeznik
P. Behrmann
K. Gottschall
T. Gronlund-Fox
P. Sharpe
R. Smiley

CHANGES OR ADDITIONS TO THE AGENDA:

APPROVAL OF MINUTES:

- 1.) Special City Council Meeting Minutes of March 2, 2022
- 2.) Special City Council Meeting Minutes of March 8, 2022
- 3.) Regular City Council Meeting Minutes of March 8, 2022

CORRESPONDENCE:

- 1.) Thank You Letter from The Circuit Court
- 2.) Memo Regarding I-96 Flex Route Reconstruction Project

CALL TO THE PUBLIC:

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

CITY MANAGER'S REPORTS:

- 1.) Departmental Reports – February 2022
- 2.) Quarterly Investment and Budget Report – December 2021

CONSENT AGENDA: (None)

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.

UNFINISHED BUSINESS:

- 1.) Recommendation to Approve the Enactment of an Ordinance to Amend the Code of Ordinances for the City of Wixom, Title 1, General Provisions, Chapter 1.08, Voting Precincts, by Amending Section 1.08.030, Precinct 2, and Section 1.08.040, Precinct 3

NEW BUSINESS:

- 1.) Recommendation to Accept the Bid from T&M Asphalt Paving of Milford, Michigan for the Construction of the Civic Center Safety Pathway for a Cost Not to Exceed \$184,737 from Parks & Recreation Capital Plan, Civic Center Account #411-751-986.542
- 2.) Recommendation to Award the 2022 Road Maintenance Program, Maple Run II, to F. Allied Construction of Clarkston, Michigan in an Amount Not to Exceed \$394,689.02 from Account #203-554-971.399 Local Roads

- 3.) Recommendation to Approve the Purchase of Roadway Deicing Salt from Detroit Salt of Detroit, Michigan through the Michigan Intergovernmental Trade Network for the 2022-2023 Winter Season for \$57.56 Per Ton and an Estimated Total Cost of \$65,215 Split Equally between Local Roads Account #203-441-963.090 and Major Roads Account #202-441-963.090
- 4.) Recommendation to Award the Bid for the 2022 Pavement Marking Program to JV Contracting of Goodrich, Michigan in the Amount of \$66,541, with \$25,000 from Local Road Fund – Routine Maintenance Account #203-441-976.050 and \$41,541 from Major Road Fund – Routine Maintenance Account #202-441-976.050
- 5.) Recommendation to Award the Contract for Solid Waste, Yard Waste and Recycling Collection and Disposal Services to GFL Environmental USA, Inc. of Southfield, Michigan and Authorize the Mayor and City Clerk to Sign the Contract
- 6.) Recommendation to Accept Hubbell, Roth and Clark’s Proposal to Develop a Project Plan for the 2023 Clean Water State Revolving Fund System Improvements through the State of Michigan Environment, Great Lakes, and Energy for the Disposal of Per- and Polyfluoroalkyl Substances and the Installation of an Ultraviolet Disinfection System for a Price Not to Exceed \$30,620 from I&I Study, Flow Monitoring/Capital Improvement Account #590-538-962.410HRC to develop a project plan for 2023 clean water
- 7.) 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 \$1.13 Per Pound for Crack Sealing, and \$0.09 Per Square Foot for Seal Coating, with Funding Allocated from Local Road Capital Program – Pavement Preservation Account #203-554-976.393

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

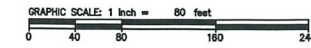
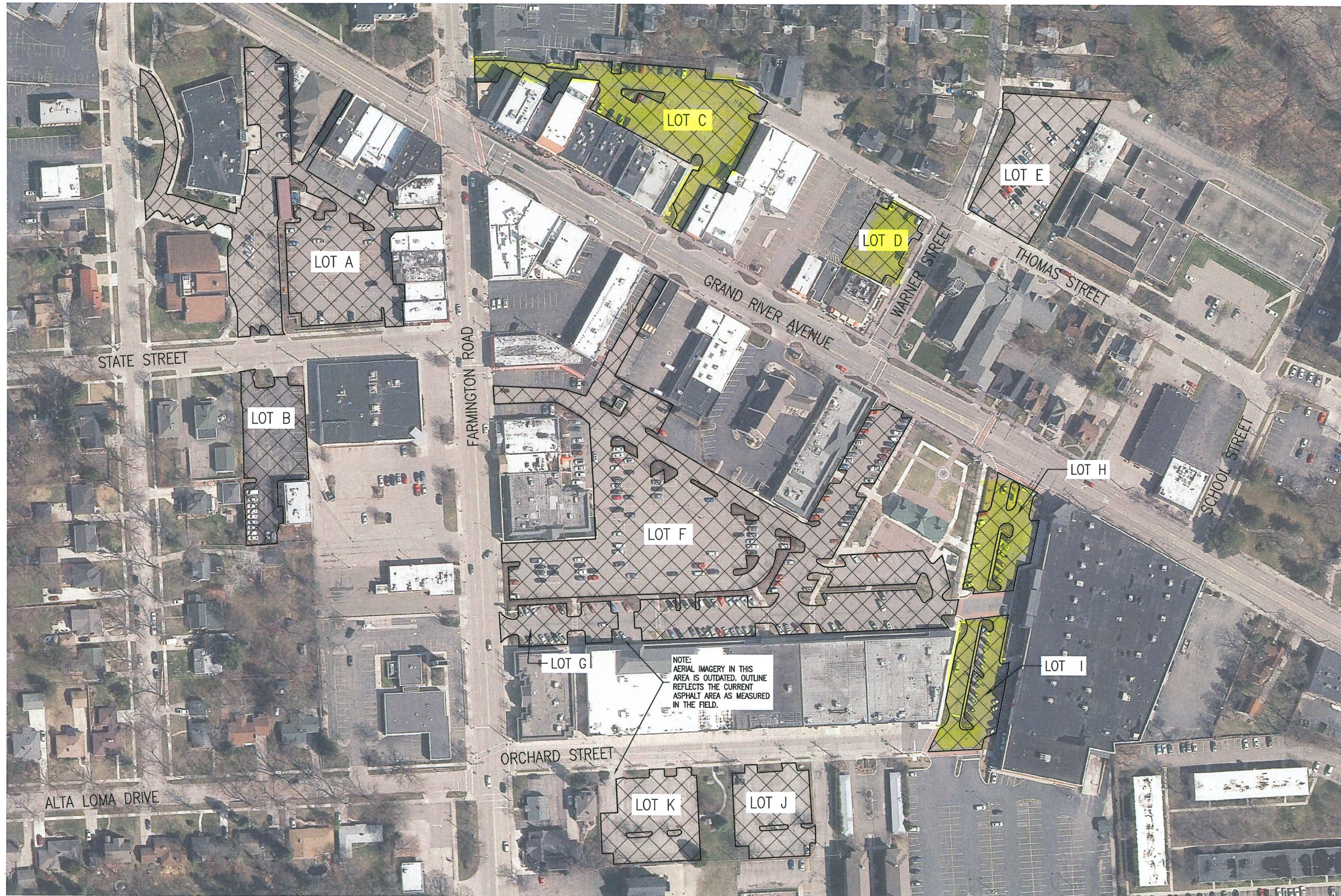
- The public shall address the Council during the “Call to the Public” which shall be included on the agenda immediately after Correspondence and again immediately after New Business. The first Call to the Public immediately after Correspondence shall be limited to agenda items only.
- A person shall 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: Anyone planning to attend the meeting that requires special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk’s Office at (248) 624-0865. Our staff will make the necessary arrangements (large print agendas or minutes, etc.) with proper notice given prior to the meeting.

COMMERCIAL DISTRICT PARKING LOTS



Parking Lot	Asphalt Area (ft ²)
A	68,875
B	18,820
C	34,678
D	8,503
E	24,256
F	128,034
G	8,623
H	11,361
I	13,758
J	14,409
K	17,068
L	32,334
M	17,437
N	8,907
Total	407,063

1640 LF
500 LF
800 LF

NOTES:
1. SEE SHEET 1 FOR LOTS A THROUGH K.
2. ASPHALT QUANTITIES LISTED IN THE TABLE ABOVE REFLECT THE EXACT DATA COLLECTED FOR EACH PARKING LOT. NO ADDITIONAL ASPHALT CONTINGENCY QUANTITY HAS BEEN ADDED FOR ANY OF THE PARKING LOTS.

OHM
ARCHITECTS ENGINEERS PLANNERS
34000 Plymouth Road
Livonia, MI 48150
P (734) 522-6711 | F (734) 522-6427
OHM-ADVISORS.COM

REVISIONS

NO.	DATE	DESCRIPTION

CITY/TOWNSHIP: FARMINGTON
COUNTY: OAKLAND
SCALE: AS SHOWN
DATE: 01/11/2020
PROJECT: FARMINGTON ASPHALT PARKING LOTS
SHEET: 1 OF 2



Know what's below.
Call before you dig.

DRAWING PATH: P:\0101_01250111\01070_Farmington_Parking_Lots\Drawings\City\Design\Main_Parking_Lot_Areas.dwg Jun 08, 2017 - 2:49pm

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Farmington City Council Staff Report	Council Meeting Date: September 19, 2022	Item Number 6B
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Consideration to Renew Farmington Road Maintenance Agreement with the Road Commission for Oakland County		
Proposed Motion: Move to renew Farmington Road Maintenance Agreement with the Road Commission for Oakland County and allow City Administration to execute the contract documents reimbursing the City of Farmington up to \$24,634.29 for the maintenance.		
Background: <p>City Administration is recommending that the City Council approve the renewal of the Farmington Road Maintenance Agreement with the Road Commission for Oakland County. Under the agreement, which covers a one-year period beginning October 1, 2022, the City of Farmington Department of Public Works provides routine maintenance on Farmington Road between Eight Mile and Grand River.</p> <p>This maintenance includes Road Surface Patching, Joint and Crack Filling, Sweeping, Grass & Weed Cutting (twice yearly), Tree Trimming and Emergency Removals Roadside Clean-up, Snow and Ice Removal and other general maintenance.</p> <p>Historically, the City of Farmington has not conducted Crack & Joint Filling, or Structure Repairs on Farmington Road within the RCOC jurisdiction. Public Works has been able to request RCOC to fulfill those Routine Maintenance Duties. City Administration is committed to provide services which exceed the RCOC Maintenance Schedule. Providing the increased level of services could result exceeding the RCOC allowances.</p> <p>This 2022-23 agreement has an increase of 3.0 percent which increases the amount from \$23,916.78 to \$24,634.29.</p>		
Materials: 2022-23 Maintenance Agreement RCOC Letter to Clerk		

2022-2023 MAINTENANCE AGREEMENT
CITY OF FARMINGTON

Under 1951 PA 51, As Amended

This Maintenance Agreement (“Agreement”) is made this ____ day of _____, 2022, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the “Board,” and the City of Farmington, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the “City.”

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain maintenance of said roads under the terms of this Agreement, and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City will perform Maintenance of certain roads under the terms of this Agreement, and the Board will participate in the cost thereof as provided in Section III of this Agreement. “Maintenance,” herein required to be performed by the City, shall mean routine roadway surface operations, care and maintenance of shoulders and approaches, drainage and roadside maintenance and snow removal and ice control, which shall include the following minimum requirements:

ROUTINE ROADWAY SURFACE OPERATIONS

- Patching, including Base repairs
- Blading
- Joint and Crack Filling
- Sweeping

CARE AND MAINTENANCE OF SHOULDERS AND SIDE APPROACHES

- Patching, Blading, etc.
- Gravel
- Seeding and Sodding

DRAINAGE AND ROADSIDE MAINTENANCE

- Erosion Control and Repair
 - Repairing Drainage Ditches and Structures (includes Ditch Clean-out)
 - Grass and Weed Cutting (Twice Yearly)
- Tree Trimming and Emergency Tree Removal (Normal Tree Removal to be done by Road Commission)
- Repairing Retaining Walls, etc.
- Roadside Clean-up

SNOW REMOVAL AND ICE CONTROL

Snow Removal by blading, plowing and other methods necessary to make the road reasonably safe for public travel.

Ice Control by salting, sanding, scraping and other methods necessary to make the road reasonably safe for public travel.

Maintenance shall also include other methods necessary to make the roads reasonably safe for public travel in accordance with MCL 224.21; and such other work and services, such as recordkeeping and maintenance of insurance, required by this Agreement. The city shall perform Maintenance on the roads listed in Exhibit A. All Maintenance work and services performed by the City shall be in accordance with the Board's maintenance guidelines, including but not limited to, the Board adopted Winter Maintenance Guidelines, the Board's standard practices and this Agreement. Should any dispute arise as to the character or extent of Maintenance or as to the City's performance hereunder, the controversy may be referred to an arbitration board consisting of the Road Commission for Oakland County Director of Highway Maintenance, the City of Farmington Engineer and a third person to be chosen by them for settlement thereof.

II

The City agrees to keep said road in such condition as to be reasonably safe and convenient for public travel, in accordance with MCL 224.21, and to promptly notify the Board as soon as possible, but not longer than 5 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects are not Maintenance subject to this Agreement.

The City shall keep accurate and uniform records of all Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the assumption of Maintenance of Farmington Road, between Eight Mile and Grand River by the City, the Board agrees to pay the City the sum of \$24,634.29 as set forth in Exhibit A, attached hereto and made a part hereof. Such amount is to be used by the City for Maintenance.

Payments are to be made by the Board to the City as follows:

25% in December 2022
25% in March 2023
25% in June 2023
25% in September 2023

The making of said payments shall constitute Board's entire obligation in reference to said Maintenance.

IV

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees; the County of Oakland; the Office of the

Oakland County Water Resources Commissioner and applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local units(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons (including death), or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, specifically those activities set out in Section I, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provides immunity to the City as an agent of the Board. Therefore, the City falls within the governmental immunity protection of the Board.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation insurance, employer's liability insurance, automobile and comprehensive general liability insurance coverages, as more fully described in Exhibit B attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement.

VI

The City further agrees to comply with all applicable laws and regulations, including without limitation, laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements). Further, the City must obtain DEQ permission to perform culvert replacements, when same involves a stream or lake. The City will be responsible for the proper disposal of the solid waste and other debris related to the maintenance described in Section I, and the costs associated therewith.

VII

In accordance with Michigan 1976 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2022 and shall continue in full force and effect until a subsequent Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Maintenance agreement has not been executed by the parties hereto on or before September 1, 2023, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____, and by the City by authority of a resolution of its governing body, adopted _____, (copy attached as Exhibit C).

Witnesses:

CITY OF FARMINGTON
A Municipal Corporation

_____ By: _____

Its: _____

_____ By: _____

Its: _____

Witnesses:

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,
A Public Body Corporate

_____ By: _____

Its: _____

_____ By: _____

Its: _____

MAINTENANCE
2022-2023

CITY OF FARMINGTON

EXHIBIT A

Farmington Road

Extending from Eight Mile Road to Grand River Avenue

(\$14,490.76 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
1.70	\$14,490.76	\$ 24,634.29

Total Miles

1.70

TOTAL \$ 24,634.29

25% in December of 2022	\$ 6,158.58
25% in March of 2023	\$ 6,158.57
25% of June of 2023	\$ 6,158.57
25% in September of 2023	\$ 6,158.57
TOTAL	\$ 24,634.29

EXHIBIT B

2022-2023 MAINTENANCE AGREEMENT

ROAD COMMISSION FOR OAKLAND COUNTY

**INSURANCE PROVISION
(CITY)**

Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Road Commission for Oakland County, copies of completed certificates of insurance as evidence that he carries adequate insurance satisfactory to the Board. Insurance coverage shall be provided in accordance with the following:

- a. Worker’s Compensation and Employer’s Liability Insurance: The insurance shall provide worker’s compensation protection for the City’s employees, to the statutory limits of the State of Michigan, and provide Part B Employers Liability as follows:

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker’s disability compensation coverage established by law.

- b. Bodily Injury and Property Damage: The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operation for one year, after completion of the work.
 - 1. Bodily Injury and Property Damage Other Than Automobile: The minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury and Property Damage Liability:	or: Combined Single Limit:
Each Person \$1,000,000	Aggregate \$2,000,000
Each Occurrence \$1,000,000	
Aggregate \$2,000,000	

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations and (3) contractual liability. In the event that the City hires independent contractors, its required insurance shall also include independent contractors’ coverages.

2. Bodily Injury Liability and Property Damage Automobiles: The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury and Property Damage Liability: Each Person \$1,000,000 Each Occurrence \$1,000,000	or: Combined Single Limit: Each Occurrence: \$1,000,000
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Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- c. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- d. The City shall provide for and in behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner’s Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City’s General Liability Insurance. Alternatively, the City may meet the requirements of this paragraph “d” by maintaining insurance with a liability limit of \$15,000,000.00 with no aggregate.
- e. Notice – The City shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30-day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the City. The City shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until new insurance is in force. If the City cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- f. Reports: The City or its insurance carrier shall promptly report to the Road Commission all of the following events each time as they occur: Claims received, claims investigations made, and disposition of claims.

See provisions of the maintenance agreement to which this Exhibit B is attached.



michigan municipal league
Workers' Compensation Fund

Certificate of Membership Proof of Insurance

The Michigan Municipal League Workers' Compensation Fund, approved by the
Director of the Workers' Compensation Agency as a group self-insurer,
certifies that

City Of Farmington

Policy Number: 5001600-22

is a member in good standing of the Fund, for the year expiring

June 30, 2023

and as such is approved by the Agency as a self-insured.

Employer's Liability coverage of
\$2,000,000 is included.

Michael J Forster

July 1, 2022

Effective Date

Note: This certificate is proof that your entity has complied with the Workers' Disability Compensation Act by becoming a Member of the Michigan Municipal League Workers' Compensation Fund. Copies of this certificate may be provided to third parties as evidence that the required workers' compensation coverage is in place.



QUALITY LIFE THROUGH GOOD ROADS:
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE."

Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Andrea LaLonde
Commissioner

Nancy Quarles
Commissioner

Dennis G. Kolar, P.E.
Managing Director

Gary Piotrowicz, P.E., P.T.O.E.
Deputy Managing Director
County Highway Engineer

Highway Maintenance
Department

2420 Pontiac Lake Road
Waterford, MI 48328

248-858-4881

FAX
248-858-7607

www.rcocweb.org

August 18, 2022

Mary Mullison
City Clerk
City of Farmington
23600 Liberty Street
Farmington, Michigan 48335

RE: 2022-2023 Maintenance Agreement

Dear Ms. Mullison:

Attached are two copies of a Maintenance Agreement between the Road Commission for Oakland County and the City of Farmington.

This 2022-2023 agreement has an increase of 3%, which increases the amount from \$23,916.78 to \$24,634.29.

If this agreement is satisfactory, please electronically send one signed copy of the agreement and the resolution of approval by your City Council to my secretary Gloria Greenwood, email, ggreenwood@rcoc.org. One fully signed copy will be returned to you upon approval by the Board of Road Commissioners.

Please furnish proof that your liability insurance covers this agreement, and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. If there are any changes in this coverage during the term of this agreement, we must be notified of these changes. We will also need a current certificate of membership in the Michigan Municipal Workers Compensation Fund.

The Board of Road Commissioners and I extend our appreciation to you, the City Council, and your personnel for the fine work that has been done. We will continue to cooperate in any way to provide our citizens with the best road system possible.

We request that your signed agreement be returned to us no later than the end of November, so that we may present the agreement to our Board prior to the end of the year, which will allow RCOC to make payments per the agreement.

Sincerely,

Darryl M. Heid, P.E.
Director of Highway Maintenance

/gg
Attachment

Farmington City Council Staff Report	Council Meeting Date: September 19, 2022	Item Number 6C
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Oakland Street Sanitary Sewer Additional Lining		
Proposed Motion: Recommend increasing the Oakland Street Sanitary Sewer Lining Project from \$175,000 to \$201,000 to Pipeline Management Company Incorporated of Milford Michigan, which includes 5% contingency funds, to allow the City Administration to authorize all contractual documents, and payment applications.		
Background: <p>During the pre-lining cleaning and televising Pipeline Management discovered the Oakland Street Sanitary sewer does not blind tap into a sanitary sewer at Grand River. The Oakland Street sanitary sewer continues to the east in the Grand River westbound lanes for approximately 530 feet where it ties into a sanitary sewer structure. Pipeline Management also determined the sewer is only a 12-inch diameter pipe, not an 18-inch diameter pipe.</p> <p>Historical documents at DPW indicate this sewer was installed around 1912. Evidentially this sewer was designed to flow westwardly from the intersection of Grand River & Oakland towards Cass Street. The Grand River segment was designed to flow eastwardly from the intersection of Grand River & Oakland towards Farmington Road. Several active taps were documented connecting to the eastward flowing sewer under Grand River</p> <p>Due to the age of the sewer and the location of this sewer it is vital it is included in the sewer lining project.</p> <p>Pipeline Management has provided a revised estimate for the actual length and diameter of the sewer in the amount of \$191,329 to line the original contract sewer, and the additional length under Grand River.</p> <p>Pipeline Management Company Inc. approved contract of \$164,426 plus contingency funds totaling \$175,000 should be increased to \$191,329 plus contingency funds to equal \$201,000.</p> <p>OHM recommends increasing the lineal footage the project to Pipeline Management Company Incorporated located at 2673 E. Maple Road, Milford, MI 48381. OHM will also be reviewing the liner thickness to verify <u>if</u> a thinner liner could be installed, thus reducing the final expense.</p> <p>City Administration budgeted \$125,000 to complete this projected based upon recommendations from Engineers and Contractors. Due to material availability and the construction industry workload a cost increase is reflected in the quotes. To offset the difference Public Works would reduce the total number of replacement water meters purchased this fiscal year to have sufficient funding to CIP line this sewer.</p>		
Materials: Pipeline Management Quote Dated 9/14/2022 OHM recommendation to add additional quantity		



PIPELINE MANAGEMENT CO., INC.

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

QUOTATION

To: City of Farmington
Attn: Mr. Chuck Eudy
33720 W. 9 Mile Road
Farmington, MI 48335

Date: 9/14/2022
Expiration Date: 30 Days From Submittal Date
Project Name: Oakland CIPP
Payment Terms: Net 30-1.5% Int. Per Month Thereafter

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

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

No.	Description	Est. Qty.	Unit Price	Extension
1.	Mobilization/Demobilization	1 - LS	\$8,540.00	\$8,540.00
2.	8" CIPP	404 - LF	\$54.00	\$21,708.00
3.	12" CIPP	2039 - LF	\$79.00	\$161,081.00
				\$191,329.00

Project Specific Notes

1. Pipeline Management Company will prep for lining, pre-CCTV, and CIPP line from manhole-to-manhole sanitary sewer segments per NASSCO standard practices on Oakland Street from Gill to Grand River. CIPP price includes all pre-cleaning and the transition liner from 8" to 12" on Oakland.
2. There will be no bond, inspection, permit, or disposal fees. Water will be available at hydrants adjacent to work areas throughout the City of Farmington at no cost to PMC.
3. Vactor debris will be disposed of @ the City of Farmington treatment facility.
4. ** There was a change in scope after all the initial cleaning and televising was performed. The major scope change was the additional footage that was discovered in the last run from MH 8 to MH 9 in Grand River. The line segment was originally thought to be 300 LF. The line ended up as 737 LF. This is an additional 437' added to the footage. Also, we had to add an increase in thickness for 5 of the line segments from 6MM to 7.5MM due to the current pipe condition.

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

Proposal Inclusions:

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

Proposal Exclusions:

1. Please see project specific notes for any exclusions.

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

- a. ARBITRATION.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules [including the Optional Rules for Emergency Measures of Protection]. Notwithstanding the foregoing, either party may immediately bring a proceeding seeking preliminary injunctive relief in a court having jurisdiction thereof which shall remain in effect until a final award is made in the arbitration. If the arbitrator determines that a party has generally prevailed in the arbitration proceeding, then the arbitrator shall award to that party its reasonable out-of-pocket expenses related to the arbitration, including filing fees, arbitrator compensation, attorney's fees and legal costs. The arbitration hearing shall take place in Michigan before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof
- b. Limits of Liability.** In consideration of Pipeline's agreement to maintain no less than \$3,000,000 of comprehensive general liability Contractor's liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold Pipeline harmless from any third-party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
- c. LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY, WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.**
- d. MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES.** Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
- e. UNIT PRICES APPLY.** Quantities are unknown. Attached T&M prices apply for actual invoice and payment.
- f. INVOICING and PAYMENT.** Payments are due at net within thirty days of invoice. Final payment is due within thirty days of invoice date. Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
- g.** Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of Contractor.

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

CONTRACTOR:

OWNER:

Pipeline Management Company, Inc.

City of Farmington

By: _____

By: _____

Print Name, Title & Date

Print Name, Title & Date

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

September 15, 2022

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

Regarding: Revised Recommendation of Award – Oakland Street CIPP Lining

Recently (Aug. 2022), Pipeline Management Co. was approved to perform Cured-In-Place-Pipe (CIPP) lining on the Oakland Street sanitary sewer from Gill Road to Grand River Avenue. Upon initial cleaning and televising of the sanitary sewer, further pipe information was discovered regarding the sewer connection at the Grand River and Oakland Street intersection. Previously, the understanding was that the Oakland Street sanitary sewer was connected by a blind tap (a perpendicular pipe connection not utilizing a manhole structure) to the sanitary sewer running parallel with Grand River. Upon further findings, there is an atypical bend in the sanitary sewer continuing the pipe run to a structure near the Grand River and Farmington Road intersection. Due to this discovery and the similar/aging conditions of this pipe run, we are recommending the revised quote from Pipeline Management Co. accounting for the lining of this additional sanitary sewer.


The revised project scope consists of approximately 2,443-feet of CIPP lining of the sanitary sewer underneath Oakland Street between Gill and Grand River as well as from Oakland Street eastwardly down Grand River to the nearest sanitary sewer structure. The revised quote is in the amount of \$191,329.00.

Pipeline Management Co., Inc., located at 2673 E. Maple Road in Milford, MI, is the low bidder. OHM Advisors has had favorable past-experience working with this Contractor on previous projects. Pipeline Management has performed work in the City multiple times while most recently conducting sewer televising on the Oakland Street sanitary sewer as part of the road reconstruction job there. This work has already given them a familiarity with the existing pipe underneath Oakland Street giving us more confidence in their abilities to complete this job.


Based on the above evaluation, we recommend award of the revised Oakland Street CIPP Lining project to Pipeline Management Co., Inc. in the not to exceed amount of \$201,000.00, which includes an approximate contingency budget of 5% to help cover unforeseen issues.

We look forward to continuing to provide our professional services on this project through the construction phase of work. If you have any questions, please do not hesitate to reach out.

Sincerely,
OHM Advisors



Matthew D. Parks, P.E.



Austin Downie

Enclosure: Quote
cc: David Murphy, City Manager
File

P:\0101_0125\0111200090_Oakland_St_Reconstruct_&_WM_Civil\Sanitary Sewer\2022 Lining (Post Construction Completion)\0111-21-0090_Recommendation of Award_San Sewer_rev.docx

Farmington City Council Staff Report	Council Meeting Date: September 19, 2022	Item Number 6D
Submitted by: Charles Eudy, Superintendent		
<u>Agenda Topic:</u> Park Restroom Improvements.		
<u>Proposed Motion:</u> Move to approve Payment Application No. 4, release of retainage in the amount of \$27,031.68 for the Shiawassee & Drake Park Restroom Improvement to Summit Company.		
<u>Background:</u> For a long time, residents and visitors to the parks have been requesting improvements to the park restrooms. The recently approved millage increase was approved by voters to conduct capital improvements throughout the City of Farmington, including the parks. City Administration has allocated funding the last couple of years to and the current budget included allocations for park restroom improvements. The current industry material shortage limited qualified contractors and labor shortage has resulted in escalating cost without an end in sight. The Parks restrooms were closed in late September 2021 to allow improvements to begin. The restrooms were opened to the public in late April 2022 while punch list items were addressed. Payment Application No. 4: Is a release of \$27,031.68 of the \$32,180.57 retainage held for the park restroom improvements. \$5,148.89 will be retained as the completion of the access hatch installation is being completed. The project Architect has reviewed the Payment Application No. 4 and agrees with release of \$27,031.68 retainage for this project. Total due to Summit Company located at 13191 Wayne Road, Livonia MI is \$27,031.68. All services by the Steve Schneemann, Architect developing the Park Restroom Improvement and reviewing payment applications is gratis for the benefit of the community,		
<u>Materials:</u> Summit Company Payment Application No.4 Invoices		

APPLICATION FOR PAYMENT

OWNER: City of Farmington
PROJECT: Park Toilet Building Renovations
 23500 Drake Road
 32340 Shiawassee

APPLICATION NUMBER: 4R

DISTRIBUTION:

- CONTRACTOR ▶
- ARCHITECT ▶
- File ▶

PROJECT NUMBER: 90251

CONTRACTOR: The Summit Company
 13191 Wayne Road
 Livonia, MI 48150
ARCHITECT: S3 Architecture

APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

Created with Paymee, www.Paymee.com

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Tony Dattilo *Tony Dattilo* **DATE:** Mar 17, 2022

State: MI Country: USA

Subscribed & sworn to before me

this 17th day of March, 2022

Notary Public Name: *Sara A King*

Commission Expiration Date: 11-17-22

SARA A KING
 NOTARY PUBLIC - STATE OF MICHIGAN
 COUNTY OF WAYNE
 My Commission Expires Nov. 17, 2022
 Acting in the County of Wayne

1. ORIGINAL CONTRACT AMOUNT: 315,911.20
 2. NET CHANGES TO CONTRACT: 5,894.51
 3. TOTAL CONTRACT AMOUNT: 321,805.71
 4. TOTAL COMPLETED AND STORED TO DATE: 321,805.71
 5. RETAINAGE:
 a. 1.6 % of Completed Work 5,148.89
 b. 1.6 % of Stored Material 0.00
 Total Retainage: 5,148.89
 6. TOTAL COMPLETED LESS RETAINAGE: 316,656.82

7. LESS PREVIOUS APPLICATIONS: 289,625.14

8. CURRENT PAYMENT DUE: **27,031.68**

9. BALANCE TO FINISH INCLUDING RETAINAGE: 5,148.89

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	6,565.96	671.45
Changes From This Application:	-	-
Total:	6,565.96	671.45
Net Changes:	5,894.51	

ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

AMOUNT CERTIFIED: 27,031.68

Provide explanation below or attached if amount certified does not match this application amount. Initial all figures & markups to agree with certified amount.

ARCHITECT: *[Signature]*

DATE: 9/12/2022

The Amount Certified is payable to the contractor listed above.

Farmington City Council Agenda Item	Council Meeting Date: September 19, 2022	Item Number 6E
Submitted by Charles Eudy, Superintendent		
Agenda Topic Consideration to authorize speculative cost increase of replacement Freightliner truck chassis for DPW per revised pricing		
Proposed Motion Move to authorize the speculative purchase increase for the 2024 Freightliner 108 SD from Wolverine Freightliner Incorporated the current speculative pricing is \$98,050, an increase of \$3,425.		
Background <p>2023 Fiscal Year budget has funds allocated for the replacement of DPW dump truck/salt truck. Due to limited production capabilities of the heavy-duty truck market, there is a 12-month delivery schedule, and a 6-8 month outfitting schedule. Public Works Administration and Mechanic will evaluate the 1998 and 2000 model year GMC dump trucks to see which truck should be replaced first. DPW dump/salt trucks are on a 16-year replacement schedule. This replacement schedule has been extended due to the economic climate from 2007-2014. Purchase of the Freightliner chassis is separate from the outfitting of the chassis.</p> <p>Earlier this year, Public Works Administration recommended accepting the speculative pricing information from Wolverine Freightliner-Eastside Incorporated in the amount of \$96,424 located in Mt. Clemens, MI which reflects the Rochester Hills Co-op RFP-RH-20-023 agreement.</p> <p>Wolverine Freightliner has provided an update to the speculative pricing. The original speculative pricing for a 2024 model has increased an additional \$1,425 with a midyear restyled cab increase estimated to be up to \$2,000. Increasing the speculative purchase price to \$98,050. Public Works will provide all future speculative pricing updates as they become available.</p>		
Materials Attached MY24 Pricing Surcharge Pricing Conditions RFP-RH-20-023 Addendum 2		

DAIMLER TRUCK

North America

August 3, 2022

To: All Freightliner & Western Star Dealers (US/CAN)

Subject: CY23 Pricing Surcharge & Model Year 2024 – Freightliner & Western Star

Dear Dealer Partners,

As discussed in our Dealer Town Hall yesterday, our industry continues to face a number of economic challenges. While unstable material and component costs, higher labor wages, labor shortages, inflated fuel prices and increased logistics rates coupled with a prolonged high rate of inflation have affected the entire world, they have hit our industry particularly hard. Daimler Truck North America (DTNA) has worked tirelessly to mitigate the effect of increased commodity and supply chain related costs to you, our valued dealer partners, and our mutual customers to date.

With that being said, these continued challenging economic conditions have made it necessary for our company to continue implementing a pricing surcharge for CY23 in addition to the MY24 announced on **all CY23/MY24 Freightliner & Western Star trucks (details below)**. The amounts listed below will supersede the MY23 Pricing Surcharge currently in place.

CY23 Pricing Surcharge Details:

- All MY24 units will be subject to the non-discountable surcharge below:

Models	CY23 Pricing Surcharge
Cascadia / 57X	\$6,900
47X / 49X	\$5,250
M2106 (Plus) / M2112 / 108SD / 114SD	\$3,750
EconicSD	\$3,750

- The CY23 Pricing Surcharge fee applies to all trucks included in your CY23 Dealer Reservation System plan, including both Program and Concession reservations.
- The total non-discountable surcharge will be presented as a single line item on the truck invoice.
- Dealers are responsible to update and include CY23 Pricing Surcharge on all current and future quotes for CY23/MY24.
- Dealers are responsible to notify customers of the CY23 Pricing Surcharge effective for CY23 builds/MY24 units.

DAIMLER TRUCK

North America

- The CY23 Pricing Surcharge (superseding CY22 Pricing Surcharge i.e. Cascadia \$9,900 reduce to \$6,900) will be in addition to all announced surcharges related to DD13 Gen5, Tire Surcharge, CARB22, Standard Destination & Freight, etc., plus Model Year 2024 escalator and any additional surcharges that may be announced by DTNA in the future.
- eCascadia and eM2 will continue to have the same surcharges currently in place for CY23:
 - eCascadia = \$9,900
 - eM2 = \$6,700

Model Year 2024 Escalator:

All MY24 units will be subject to the following amounts below:

Models	MY24 Escalator
Cascadia / 57X	\$2,750
47X / 49X	\$2,750
M2106 (Plus) / M2112 / 108SD / 114SD	\$1,500
EconicSD	\$1,500

- Model Year 2024 escalator are identical for SLP and DC
- TC/Top 50 customers will be reviewed and approved separately and may reflect additional increases
- Model Year 2024 for Battery Electric Vehicles will continue as follow:
 - eCascadia: \$16,500
 - eM2: \$6,000

David Carson
SVP Sales & Marketing



107 S. Groesbeck • Mt. Clemens, MI 48043 • (586) 783-2444 FAX (586) 469-8054

September 8, 2022

City of Rochester Hills
RE: RFP-RH-20-023

Pricing Conditions- Addendum

Quoted pricing will be subject to the following conditions:

1. Pricing is for 2021 model year vehicles. It is expected that any trucks that are built after December 31, 2020 will be 2022 model year trucks.
2. Trucks that are built as 2022 model year vehicles will have a fixed price increase as follows:
 - a. 2022 MY- 108SD Models: add \$900 per truck
 - b. 2022 MY- M2 Models: add \$800 per truck
 - c. 2022 MY- 114SD Models: add \$1100 per truck
3. Pricing for 2023 MY trucks is as follows and includes a factory surcharge:
 - a. M2 model: add \$1000 plus \$6700 surcharge Total add: \$7700
 - b. 108SD: add \$1000 plus \$6700 surcharge Total add; \$7700
 - c. 114SD: add \$1500 plus \$6700 surcharge Total add: \$8200
4. Pricing for 2024 MY trucks is as follows & includes surcharges:
 - M2, 108SD & 114SD models price increase: add \$1500 per truck
 - M2, 108SD & 114SD models surcharge: add \$3750 per truck
 - M2, 108SD & 114SD models, freight increase: add \$ 675 per truck

The price for the 2021 and 2022 model year trucks is firm for a minimum of twelve (12) months following contract award. Pricing is protected with the exception of any Federally Mandated increase, Major Component increases or increased Transportation costs. Other factors affecting changes could be tariff charges and/or raw materials surcharges.

If, for any unforeseen reason, there is an increase in the cost of a truck chassis, we will immediately inform the City of Rochester Hills. We will also supply documentation, information and justification for the increase.

Likewise, any model year or other unforeseen decreases to our proposed pricing will be passed on to all Co-op customers. We will immediately inform the City of Rochester Hills as well as any entity who already ordered and may benefit from the decrease.

Steven Sexton
Municipal Sales Manager
Wolverine Truck Group

**Farmington City Council
Staff Report**

**Council Meeting
Date: September 19, 2022**

**Item
Number
6F**

Submitted by: Ted Warthman, Public Safety Director

Agenda Topic:

Request to approve the purchase of replacement firearms for all sworn public safety department members.

Proposed Motion:

Move to approve FY 2022/2023 budget request to purchase 25 Sig P320 PRO Carry 9 mm pistols along with optics, holsters, weapon mounted flashlights, double magazine pouches, and magazines in the amount of \$13,807.50 from Vance's Law Enforcement.

Background:

The industry standard in law enforcement is to replace firearms (pistols) every 8 - 10 years. Our current firearms are 10 years old next month and as a result, we would like to replace our current firearms with 25 new Sig P320 Pro Carry 9 mm pistols from Vance's Law Enforcement.

Financial:

The cost of 25 new Sig P320 PRO Carry 9 mm pistols along with optics, holsters, weapon mounted flashlights, double magazine pouches, and magazines from Vance's Law Enforcement is \$24,307.50. With the purchase of the new weapons, the department will be trading in 22 Glock Model 21 firearms and 8 Glock Model 30 firearms with a trade in value of \$10,500 to Vance's Law Enforcement.

25 New Sig P320 PRO Carry 9 mm pistols with needed accessories	\$24,307.50
Trade in value of 30 Glock firearms	\$10,500.00
Total	\$13,807.50

Materials Attached:

**Staff Reports
Quote**



Farmington Public Safety Department

Public Safety Director Ted Warthman

Date: September 12, 2022

To: Deputy Director Houhanisin

From: Commander DuLong

Re: Sig Sauer P320

Deputy Director,

Currently, the Farmington Department of Public Safety's sworn law enforcement staff are carrying the Glock 21 pistol as the approved duty weapon. These weapons were purchased in 2012 and are currently 10 years old. The recommended service life of a duty pistol for law enforcement use is 8 to 10 years. Our current duty pistols, on average, are estimated to have an approximate 5,000 rounds through each of them. Between the amount of rounds that have been fired through the pistols and their age, we are due to replace the weapons.

The Glock 21 was an excellent choice of duty weapon for the time that we purchased it. Unfortunately, Glock has done nothing to upgrade the Glock 21 and its large size meant that the department had to issue the Glock 30 compact .45 to the detective bureau and administrative personnel. In addition, recent advances in technology has developed new optic sighting systems that increase the speed of acquisition and accuracy. There has been improvements in small caliber ammunition that has the same effect of larger caliber ammo, and a trend in law enforcement to have uniformity amongst area police departments. All of these changes since 2012 necessitates the purchasing of new duty pistols for sworn personnel to carry.

In preparation for a possible transition to a new duty weapon, Sgt Miracle and myself began contacting area firearm representatives who sent the latest versions of their weapon systems to FDPS for us to test and evaluate. The department tested the following weapons: Glock 45, Glock 17, CZ PF10, FN 509, Sig P320, and the Springfield SD9. We took these pistols and compared them to our current Glock 21 to determine which firearm would be best for our department.

The process to determine the new duty pistol involved the department range staff evaluating each pistol and determining the pros and cons of each weapon. In addition, any non-range staff officer that wanted to test each firearm was allowed to do so and submit their critique of the weapons. After much debate, range staff chose two weapon systems that the rest of the department could vote on to determine which firearm would be the next duty weapon, these were the Glock 45 and the Sig P320 Carry.

The two weapons were voted on by all members of the department. Ultimately the sworn officers voted on the Sig P320 Carry. The reason why the P320 was chosen over any of the other weapons are as follows:

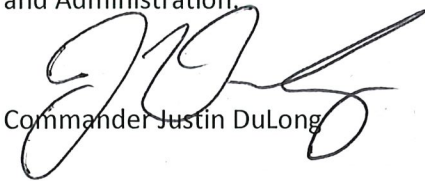


- The Sig P320 is chambered in the 9mm round. Recent advances in bonding technology has improved the ballistics of the 9mm round. This means that the stopping power of today's 9mm round is equivalent of yesterday's .40 caliber round. This improvement in ballistics did not add to the recoil of the 9mm round, therefore the movement of the weapon will be less significant as compared to a .45 or .40 caliber weapon, making target re-acquisition much easier.
- The Sig P320 Carry is slightly smaller than the Glock 45 and significantly smaller than our current Glock 21 (our current duty weapons are affectionately referred to as a "boat anchor"). This smaller frame allows officers who have smaller hands to have an easier time handling the weapon when firing it.
- The Sig P320 is smaller and more concealable than our current duty pistols, meaning that the department does not need to purchase a second, smaller, weapon for the detectives to carry while working. The detectives, and admin, can carry the same pistol that they carry as a patrol officer. The end result is that the department will only need to issue one pistol to the plain-clothes staff and not two.
- The Sig P320 carry has the ability to change the size of the pistol grip. The grip can be small, medium, or large and are interchangeable. This helps officers of various sizes to be able to properly grasp the firearm for a more accurate firearm.
- The magazine capacity of the Sig P320 is a 15 rounds magazine. Our current Glock 21 has a magazine capacity of 13 rounds.
- The city of Farmington Hills has also decided to transition to the Sig P320. This results in greater interoperability with FHPD officers should the two agencies be involved in the same incident.

In addition to new firearms, we also looked at various optic systems that allow officers to have a quicker and more accurate sight acquisition. The technology of optic systems has increased tremendously over the last five years. These advances in technology have also led to the purchase price to be much more economical. Optics that would have cost \$1,000 ten years ago now cost \$200-\$300 and are much more advanced. The trend in law enforcement has been for police departments to transition to having optic systems on duty pistols (Shelby Township and Utica are just two of the cities near us that have switched to optic systems). This department looked at Vortex optics, Romeo 2 optics, Holosun, and Trijicon. The range staff chose the Romeo 2 optic. This optic was chosen because it is made by Sig, has an excellent warranty (5 years), economical price, and a 25,000 hour battery life. The price package offered through either Vance Police Supply or Acme Police Supply includes the pistol, the optic, and weapon mounted flashlight. This is considerably cheaper than purchasing the items separately.

With the purchase of the new firearm, the department will also need to purchase new holsters, new magazine pouches, and more 9mm ammunition. Costs can be recouped by selling our current Glock 21 and Glock 30 pistols and trading in our .45 caliber ammunition for 9mm. The department will also save money by only purchasing the 25 Sig P320 that can be used by officers no matter what their role is (detective, fire marshal, etc) as opposed to having to purchase an extra 8 smaller weapons for detectives and Administration.

Commander Justin DuLong






Farmington Public Safety Department

Public Safety Director Ted Warthman

To: Deputy Director Houhanisin
CC: Commander Dulong
From: Sergeant Miracle
Ref: Pistol Quotes/Purchase

Sir,

Regarding the upcoming pistol purchase, I along with Commander Dulong have received the following three quotes. The first quote is from Vances Law Enforcement Sales, the second is from Acme Sports, and the third is directly from the manufacturer SIG Sauer.

The quotes are for the SIG P320 PRO Carry 9mm pistol (3.9") Barrel. The quotes include a quantity of 25 for each of the following: pistol, sights, optic, 3 magazines, TLR 1 weapon light, Safariland Model 6360 (Basketweave) level III holster, and Safariland model 77 (Basketweave) double magazine pouch. In addition, they include a trade in value for our current Glock 21, and Glock 30 pistols. The quotes are as follows:

VANCES:

Pistols: \$17,317.50
Equipment: \$6990.00
Trade Value: (-) \$10,500.00
Final Purchase Price: \$13,807.50

ACME:

Pistols: \$17,725.00
Equipment: \$7250.00
Trade Value: (-) \$10950.00
Final Purchase Price: \$14,025.00

SIG:

Pistols: \$19,125.00
Trade Value: (-) \$10,254.00
Final Purchase Price (No Equipment): \$8,871.00

Respectfully,

A handwritten signature in black ink, appearing to read "Matt Miracle", is written over a horizontal line.

Sergeant Matt Miracle





Send PO's To:
 3723 Cleveland Ave
 Columbus, OH 43224
 ph (614)471-0712
 fx (614)471-2134

Remit Pymt To:
 4250 Alum Creek Dr
 Obetz, OH 43207
 ph (614)489-5025
 fx (614)489-5077

Account Name Farmington Department of Public Safety Date 7/29/2022
 Contact Name Sgt. Matt Miracle Quote Number 00047533
 Bill To 23600 Liberty Street Prepared By Doug Vance
 Farmington, MI 48335
 United States
 Phone (734) 753-4400
 Email mmiracle@farmgov.com

Quantity	Style	Product Family	Description	Unit Quantity	Sales Price	Total Price
25.00	W320CA-9-BXR3-PRO-RXP	Sig Sauer	P320 PRO Carry 9mm Pistol with 3.9" Barrel, X-RAY 3 Suppressor Height Sights, Modular Polymer X-GRIP, (3) 17-Round Magazines, ROMEO1 PRO Red Dot Sight, Hard Case and Cable Lock	Each	\$692.70	\$17,317.50
25.00	69264	Streamlight	Model TLR-1 HL LED Weapon Light with Earless screw - Includes Rail Locating Keys and Lithium Batteries, Black	Each	\$128.50	\$3,212.50
24.00	6360RDS-7502-481	Safariland	Model 6360RDS ALS/SLS Mid-Ride, Level III Retention Duty Holster for Sig Sauer P320CA 9mm with ROMEO1 PRO & TLR-1 HL, STX Basketweave Finish, Right Hand	Each	\$125.50	\$3,012.00
1.00	6360RDS-7502-482	Safariland	Model 6360RDS ALS/SLS Mid-Ride, Level III Retention Duty Holster for Sig Sauer P320CA 9mm with ROMEO1 PRO & TLR-1 HL, STX Basketweave Finish, Left Hand	Each	\$125.50	\$125.50
25.00	77-76-48HS	Safariland	Model 77 Double Magazine Pouch for Sig Sauer P320CA 9mm, STX Basketweave Finish, Hidden Snaps	Each	\$25.60	\$640.00

Subtotal \$24,307.50
 Trade In Value \$10,850.00
 Shipping and Handling \$0.00
 Tax \$0.00
 Quote Grand Total \$13,457.50
 + 350.00

22 NOT 23

Trade In Notes

Qty 23 - Glock Model 21 GEN4 .45ACP with Glock Night Sights, (3) 13-Round Magazines @ \$350.00 Each
 Qty 8 - Glock Model 30 GEN4 .45ACP with Glock Night Sights, (2) 9-Round Magazines @ \$350.00 Each

Payment Details

Net 30
 Check
 Credit Card

Number of Days
 Quote Valid Quote Valid 30 Days

Name _____
 CC # _____

Office Use Only



Send PO's To:
3723 Cleveland Ave
Columbus, OH 43224
ph (614)471-0712
fx (614)471-2134

Remit Pymt To:
4250 Alum Creek Dr
Obetz, OH 43207
ph (614)489-5025
fx (614)489-5077

Expires _____ CRV CODE _____
CREDIT CARDS OVER \$1,000 incur a 3% SURCHARGE

* Pricing on the pistols is FET Exempt and will
require a PO and a current Sig Sauer FET
Exemption Certificate to process the order.

Farmington City Council Staff Report	Council Meeting Date: September 19, 2022	Item Number 6G
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Submitted by: Ted Warthman, Public Safety Director

Agenda Topic:
Request to approve the purchase of In-Car and Body Worn Cameras for the public safety department.

Proposed Motion:
Request the approval of FY 2022/2023 budget request to purchase In-Car and Body Worn Cameras in the amount of \$155,000 from Body Worn by Utility if after a 45-day trial period public safety administration is satisfied and confident in the product.

Background:
Our current in-car video systems that are in our patrol vehicles are 7+ years old and in need of replacement. Our current in-car video systems are currently under an extended warranty but the ability to get replacement parts for the equipment is getting difficult. The public safety department would like to replace our current in-car video systems in addition to adding body worn cameras (BWC's) for the first time in department history. These two video systems will improve officer safety, increase video quality, reduce civilian complaints, reduce our liability, and increase our overall transparency.

The department evaluated four in-car and body worn camera vendors which included Axon, WatchGuard, Body Worn by Utility, and Lenslock. We spoke to vendors, spoke to other police departments, visited other police departments, had a Test and Evaluation period (T&E) with two vendors, Watchguard, Lenslock and would like to pursue a 45-day T&E period with Body Worn by Utility. If after the 45-day T&E period with Body Worn by Utility we are satisfied with the product we would like to purchase the system in the amount of \$155,000. In the event we are not satisfied with the system, we will reevaluate our purchasing options. After our evaluation and study of each system, we feel that Body Worn by Utility is the system that will best meet our needs. Body Worn by Utility has the following features that we feel make them a great fit for our agency:

- Our evaluation identified their redaction software to be the most efficient and user friendly. BWC's require more redaction of material from video than in-car videos do.
- Increased officer safety – if an officer lays down for more than 30 seconds, it sends an alert to all the other officers and gives the officers location.
- If an officer pulls their firearm, the BWC's automatically starts recording.
- If an officer starts to run, the camera automatically starts to record.
- Body Worn by Utility cameras are worn inside officer uniforms which prevents the camera from falling off in the event an officer must go hands on with a subject.
- 5 Year Warranty

Financial:

Six (6) in-car cameras and twenty-one (21) body worn cameras	\$155,000
<u>MMRMA Risk Avoidance Program Grant (RAP)</u>	<u>\$ 52,650 (est.)</u>
Total	\$ 102,350

Materials Attached:
Attorney Joellen Shortley Letter – Review of Client Service Agreement from Utility
Client Service Agreement from Utility
Body Worn Camera Photo / Other BWC Manufacturers
Quote

JOELLEN SHORTLEY
jshortley@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

August 11, 2022

**PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION**

Mayor Bowman and Members of City Council
City of Farmington
23600 Liberty Street
Farmington, MI 48335-3529

RE: Agreement with Utility Associates, Inc. for Public Safety Department to receive Body worn cameras, in car cameras and services with 45-day test period.

Dear Mayor and City Councilmembers:

The Public Safety Department would like the opportunity to test body cameras, cameras for police cars and related services provided by Utility Associates, Inc. Public Safety Director Warthman has requested that we provide an explanation of relevant contract terms we have negotiated with Utility Associates for your consideration.

One of the reasons this vendor was attractive to the Public Safety Department was the opportunity to receive a free 45-day test period of the equipment and services. In order to receive the free test period, Utility Associates requires the City to execute a Client Services Agreement. We have negotiated the terms of the agreement to ensure that the City can terminate the agreement prior to expiration of the 45-day test period. The first page of the agreement indicates that:

The Client [City] shall be provided a forty-five (45) day test period to try the IT system. Client **is not obligated to continue the Agreement past the test period and may terminate the agreement as provided below.**

Section 8.1 provides that the term of the agreement begins on the date the agreement is signed by both parties and shall continue for an initial term of five years, unless terminated earlier as provided in the agreement, or if the City terminates the agreement during the early termination period. The early termination period is defined as any time up to the 45th day of the testing period. There is no penalty for terminating during the early termination period.

In addition to the right to terminate during the test period, there are other notable provisions of the agreement:

1. Tracking compliance: The system contains devices to monitor the performance of the equipment such as battery life and charge level of the camera.

2. Access to services: Each user will have a unique login identified and password. The City will be responsible for ensuring access is terminated once a user of the service is no longer an employee.
3. Scope of Service: The City will receive a license to access the software as a service over the Internet, to enable viewing of the camera footage. The services include installation, training and configuration of the equipment.
4. Total System Price: The total system price for all hardware, software licenses, data storage/retrieval, warranty and support is \$155,000 for a 5 year-period.
5. Retention Period: The retention prior for videos in the system is 12 months.
6. Response Time: Utility Associates provides a commitment to 99% availability of the service. Phone based support is provided. Support calls are responded to depending on the severity of the situation.
7. Warranty: The products are warranted to be free from defects under normal use and service. All equipment and devices are warranted for the first 5 years of the agreement and will be repaired or replaced by Utility Associates. Uniforms have a 1-year warranty and are limited to defects in workmanship that prevent capturing video or accessing the service.
8. Indemnification: Utility Associates is required to indemnify and hold the City harmless for claims and losses relating to the use of the services.
9. Internet Upload Speed: The agreement indicates that it may be necessary to increase the upload speed currently received from your Internet service provider.
10. Data Storage. The data is stored in a CJIS (Criminal Justice Information Services) compliant cloud. Law enforcement data must be stored in an environment that is CJIS compliant.

Please feel free to contact me with any questions or concerns.

Sincerely yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Joellen Shortley

Joellen Shortley

cc: Theodore Warthman, Director of Public Safety
David Murphy, City Manager
Chris Weber, Finance Director/Treasurer
Chuck Eudy, DPW Director
Thomas Schultz, Esquire



Client Service Agreement

INTRODUCTION

This Client Service Agreement, ("Agreement") describes the levels of service that the City of Farmington, a Michigan municipal corporation, through its Public Safety Department ("Client" or "Client") will receive from Utility Associates, Inc. ("UA" or "Supplier"). Client and Supplier may collectively be referred to as the Parties or individually as a Party.

Purpose

The Client shall receive IT equipment, software and services (the IT system) that are provided, maintained and supported by the Supplier. These services and equipment are intended to enhance the law enforcement services provided by Client. As provided herein, Client shall be provided a forty-five (45) day test period to try the IT system. Client is not obliged to continue the Agreement past the test period and may terminate the agreement as provided below.

This Agreement sets out the levels of availability and support the Client shall receive from Supplier for specific parts of the IT system.

SCOPE

Parties

This agreement is between:

The Client:	The Supplier:
City of Farmington, through its Public Safety Department	Utility Associates Inc.
23600 Liberty Street Farmington, MI 48335	250 E. Ponce De Leon Avenue Suite 700 Decatur, GA 30030
Ted Warthman – Director Phone 248-474-4700 Email twarthman@farmgov.com	Key Contact: Amanda A. Havice 800-597-4707 contracts@utility.com

Dates and Reviews

This Agreement begins on the Effective Date of the Agreement, which is the date of signature by both Parties . As provided in Section 8.1, Client may terminate the Agreement anytime up to or on the forty-fifth (45) day of the testing period ("Early Termination Period"), which shall be a test period for Client to decide if it wishes to continue the Agreement. Client shall not be required to pay a fee or penalty for termination during the Early Termination Period. Notwithstanding any other provision in the Agreement, Client shall not be required to provide payment to UA until after the forty-sixth (46) day of the testing period.

This Agreement may be revised by a written amendment to the Agreement if the Parties agree to modify any of the terms, services or equipment described herein.

Equipment, Software and Services Covered



This Agreement covers only the equipment, software and services in the table below. This list may be updated at any time, through and amendment to the Agreement.

Item Type	Number of Items	Item Priority
BodyWorn Camera	Qty 21 Supplied by Utility	1
Bluetooth Controller	Qty 21 Supplied by Utility	2
Holster Sensor	Qty 21 Supplied by Utility	2
BodyWorn Ready Uniforms	\$200 Allotment Towards any Combination of New BodyWorn Ready Uniforms, per Body Camera Purchased with a Multi-Year Service Agreement	3
Existing Uniform Retrofits	Qty. of 5, Standard Uniform Retrofits (see table 1.2.1 for definitions) to BodyWorn Ready Status, per Body Camera Purchased with a Multi-Year Service Agreement	3
AVaiL Web	Qty Unlimited Licenses Supplied by Utility	1
CAD Integration	Qty 1 Supplied by Utility	2
CAD Activation	Qty 21 Supplied by Utility	2
RocketIoT In-Car Video (No tablet)	Qty 5 Supplied by Utility	1
RocketIoT In-Car Video to ALPR Upgrade (With Tablet)	Qty 1 Supplied by Utility	1
*Includes all services, installation, training, and configuration of the above listed equipment and cost proposal.		

Exclusions

The Supplier will always do everything possible to rectify every issue in a timely manner.

This Agreement does not apply to:

- Any equipment, software, services or other parts of the IT system not listed above
- Software, equipment or services not purchased via and managed by the Supplier

Additionally, this Agreement does not cover the following:

- The problem has been caused by using equipment, software or services in a way that is **not recommended (defined as intentional neglect, misuse, or destruction of the equipment)**



- The Client has made **unauthorized changes** to the configuration or set up of affected equipment, software or services. Unauthorized changes are defined as changes made by any party other than the Supplier to the software, hardware, or firmware that alter the system's ability to record, upload, or view data.
- The Client has prevented the Supplier from **performing required maintenance and update** tasks.
- The issue has been caused by **unsupported** equipment, software or other services of the Client.

Regardless of the circumstances, the Supplier aims to be helpful and accommodating at all times and will do its absolute best to assist the Client wherever possible.

RESPONSIBILITIES

Supplier Responsibilities

The Supplier will provide and maintain the IT system used by the Client.

The Supplier shall:

- Ensure that the software as a service ("SaaS") will be maintained at 99% uptime/availability or greater 24/7/365
- Ensure relevant software, services and equipment are available to the Client including an appropriate level of spares
- Respond to support requests within the timescales listed below
- Take steps to escalate and resolve issues in an appropriate, timely manner
- Maintain good communication with the Client at all times

Client Responsibilities

The Client will use the Supplier-provided IT system as intended for law enforcement purposes.

The Client is responsible for maintaining power and internet connectivity at all video offload locations on the network. For offload via a Client approved third party or Supplier provided access point, the Client has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the access point to its own network having a minimum internet upload speed of 50 Mbps. Upon execution of this Agreement, as part of the deployment process, a network assessment will be conducted of the Client's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Client should budget for an increase to their upload speed with their local carrier.

Additionally, the Client will:

- Notify the Supplier of issues or problems in a timely manner
- Provide the Supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention
- Maintain good communication with the Supplier at all times

GUARANTEED RESPONSE TIMES

When Client raises a support issue with the Supplier, the Supplier promises to respond in a timely fashion.

Response Times

UA provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by UA personnel before they become an impact to the performance



of the service. For support provided to the Client directly, UA has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 would be on-site support by the department staff after they have been trained by UA, which will alleviate most day-to-day issues that may pop up. Problems beyond Tier 1 scope will be escalated to Tier 2, which is phone-based support, and from there to Tier 3, which is on-site technical support from a UA field engineer. The cost of the response time is included in this Agreement.

While most support calls are handled immediately, Tier 2 issues have guaranteed response times as shown below:

Item Priority	Fatal	Severe	Medium	Minor
1	1 Hour	1 Hour	2 Hours	3 Hours
2	2 Hours	2 Hours	4 Hours	6 Hours
3	4 Hours	4 Hours	8 Hours	16 Hours

Severity Levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation – **all users and critical functions affected.** Item or service completely unavailable.
- **Severe:** Significant degradation – **large number of users or critical functions affected.**
- **Medium:** Limited degradation – **limited number of users or functions affected.** Business processes can continue.
- **Minor:** Small degradation – **few users or one user affected.** Business processes can continue.

RESOLUTION TIMES

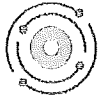
The Supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the Client's systems are key to daily functions and must be functional in the field.

However, UA is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary.

In all cases, the Supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the Client.

SCOPE OF SERVICES

1.1.1 Access to Software. UA is the developer and owner of, or has rights to, certain enterprise mobile device tracking and messaging software known as "AVaiL™", "AVaiL Web", "Vehicle Diagnostics", and "RFID Tracking" and related content to be provided to Client; such software, its related content and any related documentation provided by UA, and the means used to provide the software to Client and the services described herein are collectively referred to as the "Service". Subject to Client's payment of the applicable fees and Client's compliance with the terms of this Agreement, Client and its employees ("Licensed Users") shall have the right to access and use the Service solely for Client's public safety purposes. UA will issue to one Licensed User ("Client Administrator") an individual login identifier and password ("Administrator Login") for purposes of administering the Service. Using the Administrator's Login, the Client Administrator shall assign each Licensed User a unique login identifier and password ("User Login") and provide such information to the Licensed Users and UA via the Service. Client shall not provide a User Login to any individual or entity that is not a Licensed User to use the Service. Client shall be responsible to ensure that each Licensed User will: (a) be responsible for the security and/or use of his or her User Login; (b) not disclose such login identifier or password to any person or entity; (c) not permit any



other person or entity to use his or her User Login; (d) use the Service only in accordance with the terms and conditions of this Agreement and on the workstation software from which the Service is accessed. UA shall have the right to deactivate, change and/or delete User Logins of Licensed Users who have violated this Agreement and to deny or revoke access to the Service, in whole or in part, if UA reasonably believes Client and/or its Licensed Users are in material breach of this Agreement. Client shall be solely responsible for ensuring that the access to the Service by a Licensed User who ceases to be an employee of Client or one of its affiliates is terminated. UA shall have no responsibility for managing, monitoring, and/or overseeing Client's and its Licensed Users' use of the Service. Client acknowledges that the Service may contain devices to monitor Client's compliance with the terms and restrictions contained herein and Client's obligations hereunder.

1.1.2 Operating Environment. Client is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment necessary to access and use the Service remotely via the Internet.

1.1.3 Changes to Service. UA may upgrade, modify, change or enhance ("Change") the Service and convert Client to a new version thereof at any time in its sole discretion so long as such Change does not materially diminish the scope of the Service, in which event Client shall have the right to terminate this Agreement upon thirty (30) days written notice to UA. During the term of this agreement, if UA upgrades the version of the Service Client is using under this Agreement, Client will not be charged an upgrade fee. Should UA offer additional optional software modules in the future that complement the Software, Client may elect to purchase the optional software modules for an additional fee; however, Client has no obligation to do so.

1.1.4 Help Desk. UA shall provide 24/7 Client support in the form of a Help Desk. Clients reporting issues through email will receive confirmation of the issue within a reasonable time and will receive a callback the same business day if practical. The Help Desk is always subject to availability of our technical staff and clause 1.1.5 below.

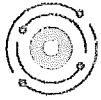
1.1.5 Uptime Commitment.

a. Availability. The Service will be made available to Client and its Licensed Users twenty-four hours a day, seven days a week less the period during which the Service are not available due to one or more of the following events (collectively, the "Excusable Downtime"):

- (i) Scheduled network, hardware or service maintenance;
- (ii) The acts or omissions of Client or Client's employees, agents, contractors, vendors, or anyone gaining access to the Service by means of a User Login;
- (iii) A failure of the Internet and/or the public switched telephone network;
- (iv) The occurrence of any event that is beyond UA's reasonable control, or
- (v) At Client's direction, UA restricting Client's and its Licensed Users access to the Service.

b. Commitment. Client is responsible for promptly notifying UA in the event of a suspected Service failure. For the purposes of establishing uptime herein, downtime begins upon such notification and ends upon restoration of Service. Subject to Client satisfying its obligations herein, UA guarantees that the Service will be available to Client and its Licensed Users at least 99% of the time during each calendar month, excluding Excusable Downtime ("Uptime Commitment"). If UA fails to satisfy the Uptime Commitment during a month, then UA will credit to Client a pro-rated portion of the Fees in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section, "pro-rated portion of the Fees" means the product obtained by multiplying the applicable Fees during the month of the failure by a fraction, the numerator of which will be the number of hours that the Service did not satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred less Excusable Downtime.

1.1.6 Uniforms. UA's BodyWorn Solution provides direct integration of camera hardware into the officer's/deputy's uniform. As part of the Agreement, UA will furnish the following allotments and services during initial project launch. Initial project launch shall occur in the first 12 weeks of the Agreement.



- a. Retrofits of existing uniforms. A quantity of five (5) standard uniform garments, per BodyWorn camera purchased, will be modified to BodyWorn ready status, for the purposes of product integration with our camera hardware solution. UA will provide The Client with both uniform retrofit vouchers and packing slip templates. Note, both uniform vouchers and accurately completed packing slips are required for all retrofit requests being sent to UA for processing. Failure to provide accurate uniform information may result in delays of processing The Client's request.
- b. Retrofits of Standard garment types. Acceptable garment installation types offered at no-additional charge, as part of the initial project launch with a multiyear service agreement, include the following:
 - (i) Duty shirts (long or short sleeve)
 - (ii) Soft outer carrier vest
 - (ii) Standard soft-shell jacket
- c. Retrofits of Non-standard garment types. Excluded from the initial project launch retrofitting service, which may still be modified to BodyWorn ready status at an additional charge, include the following: (please see table 1.2.1, for pricing details)
 - (i) Polo shirts
 - (ii) Commando style sweaters
 - (ii) Tactical vest or outer plate carriers
 - (iv) Leather jackets
- d. Certification of local uniform resellers. Following the recommendation of the Client, a local uniform reseller may be eligible to participate in UA's uniform certification program. This program is designed to maximize the speed in which new recruits and/or existing Officers/Deputies receive BodyWorn standard uniform garment retrofits, post project deployment. This program is designed to foster the support of local small businesses in your respective area. UA will provide information about this program to interested resellers.

1.2.1 Uniform Retrofit Pricing Schedule.

a. BodyWorn - standard garment retrofit service table

Example Model	Description	Price (ea).
Blauer 8670, 8675, 8446	Duty Shirt, BodyWorn Ready	\$13
Blauer 8780, 8370, 8375, 8470 (XP Series)	Carrier Vest Mount, BodyWorn Ready	\$23
Blauer 343, 343R	Traffic Safety Vest, BodyWorn Ready	\$23
Blauer 8780, 8370, 8375, 8470	Carrier Vest Zipper Mount, BodyWorn Ready	\$23
Spiewak	Carrier Vest Mount, BodyWorn Ready	\$33
Duty Jacket (Charge per Layer)	All Jackets (Except Leather – Estimate Only)	\$23



All Standard Uniform Types	Grommet Swap Out	\$10
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b. BodyWorn **non-standard** garment retrofit service table. Due to the complicated nature of retrofitting non-standard garments, all prices provided below are considered estimates. Final pricing will be assessed at the time of services rendered. For additional questions, comments or concerns please email UA at: uniforms@utility.com.

Description	Price (ea).
Carrier Vest – Horizontal Mounting (Ex. Blauer 8340, 8375)	\$33
Tactical Vest or Load Bearing Vest (LBV) – All Styles	\$53
Polo Shirt	\$43
Polo Carrier – Horizontal Zipper	\$43
Leather Jacket / Coat.	Estimate Only
Patches	
Single	\$5
Pair	\$6
Name Tape - Includes Embroidery and Velcro	\$10

Motor unit jackets must be quoted via design consult, please contact uniforms@utility.com to schedule.

USE OF THE SERVICE

2.1 Scope of Use. Subject to the terms and conditions of this Agreement, including, without limitation, Section 2.2 and 2.3 hereof and Client's payment of all applicable Fees, UA hereby grants to Client a limited, a non-exclusive, non- assignable, non-transferable license (the "License"), without the right to sublicense, to access and use the Service, during the Term, over the Internet for Client's and its affiliates' internal governmental purposes, on a computer or a computer network operated by Client or operated through the City of Farmington Hills, only by Licensed Users and only using the User Logins provided to UA for such Licensed Users for such use.

2.2 End User License Agreements. The Licensed software may incorporate software under license from a third party. If the third party requires Client's notification of such use through an End User License



Agreement (EULA), UA will provide such notification to the Client. In order to use the Service, the Client agrees to be bound by all EULA(s) provided at the time of delivery whether by hardcopy or displayed upon Installation or use of the Service. Client's use of the Service subsequent to such notice(s) shall constitute Client's acceptance of the EULA(s).

2.3 Restrictions. Client and its Licensed Users shall not: (a) copy the Service or any portion thereof other than as required to use the Service remotely as intended by this Agreement; (b) translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Service; (c) modify, adapt, translate or create a derivative work from the Service; (d) use the Service to track more than the number of tracked asset units for which Fees have been paid pursuant Article 3 below; (e) sell, lease, loan, license, assign, sublicense, rent, transfer, publish, disclose, divulge, display, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties all or any part of the Service, including, without limitation, by transmitting or providing the Service, or any portion thereof, over the Internet, or otherwise, to any third party; (f) interfere or attempt to interfere with the operation of the Service in any way; (g) remove, obscure or alter any label, logo, mark, copyright notice, trademark or other proprietary rights notices affixed to or contained within the Service; (h) create any frames or other references at any other web sites pertaining to or using any of the information provided through the Service or links to the Service; or (i) engage in any action that constitutes a material breach of the terms and conditions of this Agreement. All rights not expressly granted hereunder are reserved to UA.

FEES AND PAYMENT TERMS

3.1 Fees. As a condition to the License granted pursuant to Section 2.1 above, Client shall pay annual Service usage fees ("Fees"). Client shall, in addition to the Fees required hereunder, pay all applicable sales, use, transfer or other taxes, if not otherwise tax exempt, and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transaction(s) contemplated hereby, excluding, however, income taxes on income which may be levied against UA ("Taxes"). Client shall provide UA with evidence of its tax-exempt status. If Client fails to pay any undisputed Fees within thirty (30) calendar days of the date they are due, UA may bill Client a 1.5% fee per month and the Service shall be suspended until all outstanding Fees have been paid. All Fees shall be non-refundable except as otherwise set forth herein. Should Client have a billing dispute, Client must provide notice to UA in writing within thirty (30) days of the invoice date with an explanation of the disputed invoiced amount or else Client will waive the right to dispute the amount set forth on the invoice. Clients are still obligated to pay undisputed amounts.

3.2 Time-and-Materials Service. If Client requests and UA agrees to provide services that are outside the scope of the Service, such services shall be provided at UA's then-current hourly service rates if provided for in an amendment to this Agreement.

REPRESENTATIONS AND WARRANTIES

4.1 Expressed Warranty. Products manufactured by UA are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of UA's products that Client returns to UA during the period of the initial term of the agreement. All equipment issued, including BodyWorn™ devices and peripherals, and Rocket IoT™ in-vehicle systems and peripherals, are warranted for the duration of the initial agreement and will be repaired or replaced at UA's cost with an appropriate Request to Merchant (RMA) Authorization. Failure to return warranty replacement items in the time specified by UA may result in additional fees or surcharges assessed at UA's sole discretion. UA's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at UA's sole option. UA shall bear round-trip shipment costs of defective items found to be covered by this warranty. Defective products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the UA's property. This warranty does not extend to any product sold by UA which has been subjected to malicious intent, neglect, accident, improper installation by a non-authorized 3rd party, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by UA, or which has been repaired or altered by UA or



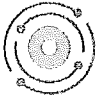
persons other than UA or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed. UA liability does not cover normal wear and tear or deterioration. Uniforms or modified uniforms provided with the service have a 1-year warranty and are limited to defects in material workmanship that prevent the user from capturing video and/or using the Service. The Expressed Warranty does not include changes to the color or appearance of the uniform that result from normal wear and tear.

4.2 UA and Client Responsibilities. Each Party represents and warrants to the other that: (a) it has the authority to enter this Agreement and to perform its obligations under this Agreement; (b) the execution and performance of this Agreement does not and will not violate any agreement to which Party is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of the Parties and enforceable in accordance with its terms. In addition to the foregoing: UA warrants that the software provided as part of the Service will materially conform to the applicable then-current documentation relating to the Service when used in an operating environment that complies with the then-current documentation relating to the Service. Client's sole and exclusive remedy for defects, errors or malfunctions of the Software as a Service shall be a pro rata refund (for the unexpired portion of the applicable Term) of the Fees paid to UA hereunder. Client represents and warrants to UA that Client and its Licensed Users (i) will use the Service only for lawful purposes; (ii) will not interfere with or disrupt the operation of the Service or the servers or networks involved with the operation of the Service; (iii) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through any other means; or (iv) interfere with another user's use and enjoyment of the Service.

4.3 Export Restrictions. Client represents and warrants that it and all Licensed Users will comply with all applicable laws, rules and regulations of the state of Michigan, and any applicable federal laws, rules and regulations which apply to the access, import, use and export of controlled technology or other goods by a municipal entity. In particular, Client represents, warrants and covenants that it shall not, without obtaining prior written authorization from UA and, if required, of the Bureau of Export Administration of the United States Department of Commerce or other relevant agency of the United States Government, access, use, export or re-export, directly or indirectly, the Service, or any portion thereof or any Confidential Information of UA (including without limitation information regarding the use, access, deployment, or functionality of the Service) from the United States to (a) any country destination to which access, use, export or re-export is restricted by the Export Administration Regulations of the United States Department of Commerce; (b) any country subject to sanctions administered by the Office of Foreign Assets Control, United States Department of the Treasury; or (c) such other countries to which access, use, export or re-export is restricted by any other United States government agency. Client further agrees that it will not import, export or re-export any services or information of UA received under this Agreement.

4.4 Warranty Disclaimer. Client ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. Client ACKNOWLEDGES THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN, (a) THE SERVICE IS PROVIDED SOLELY ON AN "AS-IS" BASIS, AND (b) UA MAKES, AND Client RECEIVES, NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE. UA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT AND ALL DUTIES AND OBLIGATIONS IMPLIED IN LAW. UA DOES NOT WARRANT THAT THE SERVICE SHALL BE OPERABLE, SHALL PROPERLY STORE DATA, SHALL OPERATE UNINTERRUPTED OR ERROR FREE, SHALL BE SECURE, SHALL KEEP DATA CONFIDENTIAL, SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SHALL MEET Client's NEEDS.

4.5 Retention of Utility Generated System Media. The standard retention period for unclassified videos is twelve (12) months. The responsibility of video classification remains with the Client, for the duration of the Agreement term. Exceptions to this retention period will incur a separate rate charge to the overall Agreement, regardless of when said requests for adjustment are made.

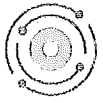


CONFIDENTIAL INFORMATION

5.1 Confidential Information. As used herein, the term "Confidential Information means all records provided to Client that relate to UAs hardware, software, codes, designs and technology that is exempt from disclosure under the Michigan Freedom of Information Act, Public Act 422 of 1976, MCL 15.231 et. seq. Confidential Information shall not include any information which Client can demonstrate (a) has become generally available to and known by the public (other than as a result of a disclosure directly or indirectly by Client, any of its affiliates or any of its or their respective employees, contractors or agents), (b) has been made available to Client on a non-confidential basis from a source other than UA, provided that such source is not and was not bound by a confidentiality agreement with UA or any other legal obligation of non-disclosure that Client should have reason to know about, or (c) has been independently acquired or developed by Client without violating any of its obligations under this Agreement.

5.2 Non-Disclosure of Confidential Information. Client shall hold confidential all Confidential Information (as defined in Section 5.1) of UA and shall not disclose or use except as expressly provided in this Agreement.). Confidential Information of UA shall be protected by the Client with the same degree of care as Client uses for protection of its own confidential information, but no less than reasonable care. Client may disclose Confidential Information only to those of its employees who have a need to know the Confidential Information for purposes of performing or exercising rights granted under this Agreement, only to the extent necessary to do so, except as otherwise provided herein. At any time upon the request of UA, the Client shall promptly, at the option of UA, either return or destroy all (or, if UA so requests, any part) of the Confidential Information previously disclosed and all copies thereof, and the Client shall certify in writing as to its compliance with the foregoing. Client agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of UA's rights therein and to take appropriate action by instruction or agreement with its Licensed Users to satisfy its obligations hereunder. Client shall use its reasonable efforts to assist UA in identifying and preventing any unauthorized access, use, copying or disclosure of the Confidential Information, or any component thereof. Without limitation of the foregoing, Client shall advise UA immediately in the event Client learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of UA. In the event Client is required to disclose any Confidential Information by law or court order, it may do so, provided that UA is provided a reasonable notice of the request for disclosure and shall reasonably limit disclosure as permitted by law., . In such event, Client shall not be liable for such disclosure. Confidential Information shall not include information which can be demonstrated by Client: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of Client, its employees, or agents; (ii) to have been supplied to Client after the time of disclosure without restriction by a third party who is under no obligation to UA to maintain such information in confidence; or (iii) required to be disclosed by law or court order., , Upon Client's written consent, UA may publish the fact of the existence of this Agreement and/or the relationship created hereby, and may include reference to it in its marketing collateral.

5.3 Non-Disclosure of Client Confidential Information. Notwithstanding any provision of this Agreement to the contrary, UA shall hold confidential all information disclosed to UA that is personal or nonpublic information concerning the identity of law enforcement personnel or law enforcement operations that is exempt from disclosure under state or federal law, , whether disclosed to UA by Client in oral, graphic, written, electronic or machine readable form ("Client Confidential Information") and shall not disclose or use such Client Confidential Information without the express written consent of Client. Client Confidential Information shall be protected by UA with the same degree of care as UA uses for its own confidential information, but no less than reasonable care. UA may disclose Client Confidential Information only to those of its employees who have a need to know the Client Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of Client, UA shall promptly, at the option of Client, either return or destroy all (or, if Client so requests, any part) of the Client Confidential Information previously disclosed and all copies thereof, and UA shall certify in writing as to its compliance with the foregoing. UA agrees to secure and protect the Client Confidential Information in a manner consistent with the maintenance of Client's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. UA shall use reasonable commercial efforts to assist Client in identifying and preventing any unauthorized access, use, copying or disclosure of the Client Confidential Information, or any component thereof. Without limitation of the foregoing, UA shall advise Client immediately in the event UA learns or has reason to



believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of Client., Client Confidential Information shall not include information which can be demonstrated by UA: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of UA, its employees, or agents; (ii) to have been supplied to UA after the time of disclosure without restriction by a third party who is under no obligation to Client to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that Client is provided a reasonable notice of disclosure and shall use reasonable efforts to limit disclosure as permitted by law.

5.4 Passwords. Any and all login identifiers and passwords provided hereunder are deemed Confidential Information of UA. Client and Licensed Users are responsible for maintaining the confidentiality of such login identifiers and passwords. Client agrees to (a) notify UA of any unauthorized use of such login identifiers or passwords or any other breach of security pertaining to the Service when it became known to the Client, and (b) ensure that Licensed Users exit from their accounts at the end of each session. UA cannot and will not be liable for any loss or damage arising from Client's or any Licensed User's failure to comply with this Section 5.4.

5.5 Term. Confidential Information shall remain confidential during the term of the Agreement and for as long as such information is in the possession of a Party, which in no event shall continue more than five years beyond the term of this Agreement., **INDEMNIFICATION AND LIABILITY**

6.1 UA shall indemnify, defend and hold the Client and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) any act or omission of UA, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any breach of a covenant, representation or warranty made by UA under this Contract; and (iii) use by UA of any intellectual property in connection with the Services (whether such intellectual property is owned by UA or a third party) or the incorporation by UA of intellectual property into the Services.

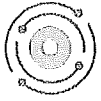
6.2 EXCEPT FOR BREACHES OF SECTIONS 2 OR 5, IN NO EVENT WILL: (I) EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) EXCEPT FOR UA'S INDEMNIFICATION OBLIGATION IN 6.1, EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL ANNUAL AMOUNT PAID BY CLIENT TO UA UNDER THIS AGREEMENT. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

PROPRIETARY RIGHTS

7.1 Proprietary Rights. No right (except for the License right granted in Article 2), title or interest in any intellectual property or other proprietary rights are granted or transferred to Client hereunder. UA and its third-party licensors and service providers retain all right, title and interest, including, without limitation, all patent, copyright, trade secret and all other intellectual property and proprietary rights, inherent in and appurtenant to the Service and all derivative works connected therewith.

TERM AND TERMINATION

8.1 Term; Termination. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for an initial term of Five (5) years thereafter, unless terminated earlier or renewed as set forth herein, unless either party provides written notice of termination ninety (90) days prior to the expiration of the initial Term or Client terminates the Agreement during the Early Termination Period. In the event Client chooses to terminate the Agreement during the Early Termination Period, Client shall have to further



obligation under the Agreement. Upon Early Termination, UA shall be obligated to remove its equipment and install the car cameras Client previously used, into its police vehicles.

If agreed to by both Parties, this Agreement may be renewed at the end of the term. Either party may immediately terminate this Agreement in the event that:

(a) the other party breaches any material obligation, warranty, representation or covenant under this Agreement and does not remedy such failure within thirty (30) days after its receipt of written notice of such breach or,

(b) the other party becomes insolvent or is unable to pay its debts as due, enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of any other jurisdiction or transfers all of its assets to another person or entity.

If timely payment of Fees is not received by its due date, UA reserves the right to either suspend or terminate Client's or Licensed User's access to the Service. Upon termination or expiration of this Agreement for any reason, the License and the Service shall terminate, Client will be obligated to pay any and all Fees due hereunder up through the annual anniversary of the Effective Date of this Agreement or expiration and UA shall have no further obligations to Client. Sections 2.2, 2.3, and 4.3 and Articles 5, 6, 7, 8, and 9 hereof shall survive the expiration or termination of this Agreement for any reason.

(c) Client chooses to terminate the Agreement during the Early Termination Period.

MISCELLANEOUS

9.1 Notices. Any written notice required or permitted to be delivered pursuant to this Agreement will be in writing and will be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via telecopier/facsimile, with a confirmation copy sent via overnight mail; (d) one (1) business day after deposit with a national overnight courier;

9.2 Governing Law and Venue. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan. Any suit or proceeding relating to this Agreement shall be brought in the courts, state and federal, located in Michigan.

9.3 UCITA Disclaimer. THE PARTIES AGREE THAT THE UNIFORM COMPUTER TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM ("UCITA"), SHALL NOT APPLY TO THIS AGREEMENT. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.

9.4 Assignment. Client will not assign, sublicense or otherwise transfer this Agreement, in whole or in part, nor delegate or subcontract any of its rights or obligations hereunder, without UA's prior written consent, except in the event of an assignment to an affiliate

9.5 Force Majeure. Neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, changes in law, or power, communications, satellite or network failures; provided, however, this Section 9.5 shall not apply to Client's obligation to pay any of the Fees in accordance with Article 3. In no event shall Client be required to pay if UA is unable to perform its obligations under this Agreement due to Force Majeure circumstances and Fees may be credited to the Client for the period of time the Service was unavailable. A Party affected by a Force Majeure condition shall provide reasonable notice to the other Party.

9.6 Modifications. All amendments or modifications of this Agreement shall be in writing signed by an authorized representative of each party hereto. The Parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this Agreement that are not executed by an authorized representative of UA and Client; (b) any oral modifications to this Agreement; and (c) any other



amendments based on course of dealing, waiver, reliance, estoppel or similar legal theory. The parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.

9.7 Waiver. The failure of either Party to enforce, or the delay by either Party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by such Party of any of its rights under this Agreement.

9.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Agreement.

9.9 Headings. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

9.10 Entire Agreement. This Agreement (including the Schedules and any addenda hereto) contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, UA and Client have executed this Agreement as of the date set forth below. All signed copies of this Agreement shall be deemed originals.

Signed on behalf of The Client:

Signed: _____

Name: _____

Title: _____

Date: _____

Signed on behalf of The Supplier:

Signed: _____

Name: _____

Title: _____

Date: _____



Body Worn by Utility



Axon and other BWC manufacturers



Farmington Public Safety Department

Public Safety Director Ted Warthman

Date: 09/12/202022

To: Director Warthman

From: Commander Anderson

Re: Staff report on Patrol Cameras/Body Worn Cameras Budgetary Figures for 2022 Project

I along with Deputy Director Houhanisin were tasked with obtaining budgetary figures for the replacement of our six (6) in-car cameras and our first-time purchase of twenty-one (21) body-worn cameras. We contacted four (4) camera vendors. Three of the vendors are well known and trusted within the law enforcement community. The last manufacturer Lenslock is a relatively new company in law enforcement camera systems. Upon contacting each vendor, they conducted a phone survey with me to assess the needs of our department, along with expectations of what was necessary features that would make our patrol/body camera program here at the Farmington Department of Public Safety a success. Three key mandatory requirements for us were cloud-based storage, 12-hour battery life, and a user-friendly redaction software built in, so that timeliness of FOIA and Discovery requests would lead to efficiency.

The four camera vendors contacted were Axon, Body Worn, Watchguard, and Lenslock.

Vendor	Storage: Cloud-Based or Server	Price	Features
Axon	Cloud-Based-Axon Body 3 (19 cameras), and Axon Fleet 3 (6) in-car cameras. CAD Integration extra (unknown costs currently due to CLEMIS requirements).	\$150,000 plus the cost of additional storage and the cost per vehicle per month: includes initial 3,500 GB of cloud-storage. Additional storage based on a pro-rated user step-rate (according to other agencies using this system, unlimited storage is the best	-Plus \$129 to \$208 per month, per vehicle (some additional potential costs were not included in quote). Cloud storage was based on a tiered scale based on data usage. 5-year warranty/contract agreement. User friendly redaction software build in through Evidence.com



		way to go, but also the costliest.	which also is used for TASER downloads.
Body Worn (Utility)	<p>Cloud Based- 21 body-worn cameras, and six in-car cameras.</p> <p>Unlimited Storage</p> <p>Universal, inside shirt or external carrier pocket.</p> <p>Wi-fi and router based</p>	<p>\$155,000-spread over the 5-year contract as follows:</p> <p>1st year upon delivery: \$62,000</p> <p>2nd year: \$23,250</p> <p>3rd year: \$23,250</p> <p>4th year: \$23,250</p> <p>5th year: \$23,250</p> <p>Total: \$155,000</p>	<p>-5-year warranty, Utility to include following for bodycam:</p> <p>-One \$200 allotment towards external carrier outfitted with required grommet.</p> <p>-Five (5) retrofits of existing uniforms for grommet installation.</p> <p>-One (1) ALPR (Automatic License Plate Reader) camera unit included at no additional cost for one patrol vehicle.</p>
Lenslock	<p>Cloud Based- 21-Gen 12 body-cameras, and 6 Titan V in-car cameras, with unlimited storage.</p> <p>Unlimited mounts for body-cameras so officers can test out which ones they like best.</p>	<p>\$85,425-spread over the 5-year contract as follows:</p> <p>1st year: \$17,085</p> <p>2nd year: \$17,085</p> <p>3rd year: \$17,085</p> <p>4th year: \$17,085</p> <p>5th year: \$17,085</p> <p>Total: \$85,425</p>	<p>-Unlimited data storage plan.</p> <p>-Free redaction done through Lenslock staff, with 48 hour turn around (sample submitted was not of quality needed for compliance).</p> <p>-Every 30 months, bodycams are replaced at no cost for newest versions.</p> <p>-Data uploaded to the cloud via Wi-Fi or cellular services.</p>
WatchGuard (Motorola Solutions)	<p>Cloud Based- 17 body-cams, and 6-patrol cameras. Unlimited</p>	<p>\$132,252-spread over the 5-year contract as follows:</p>	<p>-Third year technology refresh with new hardware.</p>



cloud storage, and unlimited cloud sharing (APA's, defense attorneys, etc.). *Only one mount for bodycams included with each camera.	1 st year:	\$28,716	-Command Central Evidence, capture, records, redaction, and community engagement capabilities included.
	2 nd year:	\$25,884	
	3 rd year:	\$25,884	
	4 th year:	\$25,884	
	5 th year:	\$25,884	
	Total:	\$132,252	

Axon:

Known as the “Cadillac” of law enforcement video systems, we did not pursue a T&E period with Axon as we were concerned with some of the unknown prices that Axon quoted for us. Data storage makes up the largest portion of cost with regard to video systems for law enforcement. Axon’s original quote did not include unlimited storage and also included a cost per vehicle per month to be on the system. For each vehicle, there is a charge of between \$129 - \$208 per month. This equates to an additional \$9000 - \$15,000 per year for our departments six patrol vehicles.

Body Worn:

Body Worn was not able to provide a T&E unit of their body camera or in-car camera system during the evaluation process at this point. Contact was made with two departments, Canton Police Department and Plymouth Police Department who are currently using both Body Worn in-car and body-worn camera systems.

Canton Police Department: We visited Canton PD and met with Deputy Chief Craig Wilsher and Sergeant Joe Mullally who gave us an overview of their Body Worn camera systems and answered questions about current satisfaction with both systems along with any unexpected issues that may have come after the systems were installed. Wilsher said that redaction of video/audio evidence was one of the most challenging parts of the process when he was researching new vendors. Canton PD has found that the redaction software provided by Body Worn is user friendly. This is Canton’s second round of body cameras, and he stated the Body Worn redaction software is much better than their previous system. Both Wilsher and Mullally had nothing but positive things to say about Body Worn.

Plymouth City PD: Because Canton PD is so much larger than Farmington, we decided to contact Plymouth City PD. Plymouth PD has 18 sworn personnel. We met with Chief Al Cox and his administrative staff. Like Farmington, Plymouth was transitioning to body cameras for the first time, and they chose Body Worn for the same reasons Canton did. Safety features not provided



by other vendors, (officer down alerts, foot pursuit alerts and when an officer draws their weapon). This feature automatically activates the officers body camera and alerts dispatch and other officers of the incident. Administrative staff were impressed by the redaction software and the technical support provided by Body Worn.

I would recommend pursuing the 45-day T&E period offered by Body Worn.

Lenslock:

Our department was able to conduct a 30-day pilot test and evaluation (T&E) period of the Lenslock bodycam system. During this T&E process, officers were required to test each bodycam throughout their shift assignments and expose them to various environments. One issue that came up during the T&E period was that officers complained about the activation button being an issue as it controls activation along with turning on and off the WI-FI features.

One concern with Lenslock is their redaction software. Currently, Lenslock offers free redaction with a turn around of 48 hours. We used this service and noted that the sample provided was not of the quality needed for acceptance. Lenslock does offer software for police agencies to use in house but admits that currently it is not very user friendly.

Lenslock is a newer manufacturer to the law enforcement camera industry and there is some concern as to what would happen if they do not make it in this industry two or three years down the road.

Currently, there are no police agencies in Michigan using Lenslock. The nearest police agencies that use Lenslock are in southern Indiana and relatively small agencies. Due to the distance, we did not visit these agencies.

Lenslock video quality and ease of use were positives that officers noted during the T&E period.

Watchguard:

The department currently has Watchguard in-car video systems and have been very happy with the systems. However, department staff has not been happy with the customer service that has been provided to us. Too many unreturned phone calls and emails have made communicating with Watchguard difficult.

We requested a T&E period with Watchguard in February of 2022. We tried to keep in regular contact with Watchguard through email and phone calls to try and track the progress of the T&E period, but communications were poor. On August 20, 2022 we received a number of BWC's from Watchguard but with no instructions and we still have not received any correspondence from Watchguard asking about the equipment, etc.



Farmington Hills Police Department uses the Watchguard in-car and BWC system. We have spoken to many members of the Farmington Hills Police Department about the Watchguard system, in both administration and patrol, and most responses rate the system as "average". They have had issues with redaction, customer service and overall quality of the product.

Farmington Hills PD biggest complaint with the Watchguard system is the redaction software provided. Farmington Hills was so unhappy with the redaction software provided with the Watchguard system, they elected to purchase another redaction software program.

It is for these reasons that I would not recommend a Watchguard system.

Overall implementation of body-worn/in-car cameras in City of Farmington:

All four vendors evaluated, provide good quality high-definition video/audio footage. The deciding factors come down to customer service, durability of the equipment, and fiscal responsibility as it relates to storage capacity, ease of redaction capabilities, and value of the product in relation to the goals of the program. Body-worn cameras will assist in providing greater transparency to the public and protection against false accusations for the officers. While the public safety department has had in-car video systems for over 25 years, this is the first time this department has been able to move forward on finalizing the implementation of body cameras.

At this time, Body Worn by Utility is my recommendation for an in-car and body-worn camera system that provides the best integration of features to not only expedite the redaction process, but also be very user friendly for officers in the field.

If you have any further questions, please contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Todd Anderson", with a small number "189" written to the right of the signature.

Commander Todd Anderson





Farmington Police Department Subscription Service Agreement

Farmington MI Police
Department
Farmington, MI 48335

Paul Houhanisin
Deputy Director
phouhanisin@farmgov.com
248-474-5500 ext 2238

Reference: 20220405-160943283

Quote created: April 5, 2022

Quote expires: ~~May 30, 2022~~

Quote created by: Chris Leroux

Business Manager

cleroux@utility.com

404-276-3873

Extended

Comments from Chris Leroux

Utility is honored the Farmington Police Department has chosen the Utility BodyWorn solution for its officers. We Look forward to partnering with you to serve the Farmington community. Please accept this subscription services agreement and proposal for review and consideration. *The below items will service 21 Officers with 21 BWC's and 6 Police Vehicles with ICV and RocketIoT Communications. One Police Vehicle will have ALPR included. **The value on this quote covers all 5 years of the service agreement Products &

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
BodyWorn Hardware Bundle BodyWorn Camera and Mount, Holster Sensor, Media Controller	BW-H-4001	15	\$1,370.00	\$20,550.00 for 5 years
AVaiLWEB and SmartRedaction SaaS for BodyWorn AVaiLWEB SaaS, Warranty, 24/7 Technical Support, Installation, Training	BW-S-4005	15	\$6,320.00	\$94,800.00 for 5 years
BodyWorn and RocketIoT In- car Video System BodyWorn Camera and Mount, Holster Sensor, Media Controller, RocketIoT In-Car Video System	BWI-H-4001	5	\$3,940.00	\$19,700.00 for 5 years

STORAGE

Hardware Bundle, Battery Backup,
OBD2

AVaiLWEB and SmartRedaction SaaS for RocketIoT In-Car Video AVaiLWEB SaaS for Rocketlot In- Car Video System	BWI-S-4005	5	\$10,380.00	\$51,900.00 for 5 years
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BodyWorn w/ Rocket IoT Communications, In-Car Video & ALPR Bundle BodyWorn Camera and Mount, Holster Sensor, Media Controller, Rocket IoT In-Car Video System Hardware Bundle, ALPR Hardware Bundle, Battery Backup, Ruggedized Tablet Display, OBD 2, AVaiL Web SaaS, Warranty, and 24/7 Technical Support.	BWA-H/S-4005	1	\$26,790.00	\$26,790.00 for 5 years
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CAD Integration Integration, via replication services, with CAD system for automatic classification of BodyWorn generated video.	CAD-I-4001	1	\$15,000.00	\$15,000.00 for 5 years
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Subtotals

One-time subtotal				\$228,740.00
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Other Fees

Marquee Customer Discount				-\$45,840.00
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Remove CAD Activation				-\$18,900.00
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One Time Discount For ALPR				-\$9,000.00
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Total				\$155,000.00
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Signature

Signature

Date

Printed name

Questions? Contact me



Chris Leroux
Business Manager
cleroux@utility.com
404-276-3873

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US