



Regular City Council Meeting
7:00 p.m., Tuesday, September 3, 2019
Conference Room
23600 Liberty Street
Farmington, MI 48335

REGULAR MEETING AGENDA

- 1. Roll Call**
- 2. Approval of Agenda**
- 3. Public Comment**
- 4. Board and Commission Interviews/Appointments:**
 - Historical Commission**
 - Emergency Preparedness Commission**
- 5. Special Events:**
 - Tag Days**
 - Cypress Yoga for the Community**
- 6. Consideration to approve the Road Commission Oakland County 2019-20 Road Maintenance Agreement**
- 7. Consideration to approve installation of mural on Farmington Civic Theater building**
- 8. Consideration to approve televising sanitary sewer in Bel-Aire Subdivision**
- 9. Other Business**
- 10. Council Comment**
- 11. Adjournment**

Farmington City Council Staff Report	Council Meeting Date: Sept. 3, 2019	Item Number 4
Submitted by: Melissa Andrade		
Agenda Topic: Board and Commission interviews/appointments: Historical Commission, Emergency Preparedness Committee		
<p><u>Proposed Motions:</u></p> <p>Move to appoint _____ to the Farmington Historical Commission for a term ending March 31, 2020.</p> <p>Move to appoint _____ to the Farmington/Farmington Hills Emergency Preparedness Committee for a term ending February 1, 2020.</p>		
<p><u>Background:</u></p> <p>Historical Commission: There is currently a vacancy on the Historical Commission left by the resignation of Tyler Leitow with its term ending March 31, 2020. Applicants: Caitlin Pelley</p> <p>Emergency Preparedness Committee: There is currently a vacancy on the Farmington/Farmington Hills Emergency Preparedness Committee left by the resignation of Doug Reynolds; its term ending February 1, 2020. Applicant: Ann Echols</p>		
<p><u>Materials:</u> Two applications, news release describing board and commission vacancies (the attached is the second news release that went out, the first on Sept. 17).</p>		



APPLICATION FOR CITY OF FARMINGTON
BOARDS, COMMISSIONS AND COMMITTEES

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

Date: 8/22/19

Name: Pelley Caitlin Rose
Last First Middle

Home Address: 23231 Prospect Farmington 48336
Number & Street City Zip

Home Telephone: 248 767 0703 Voting Precinct: 2

Email: catepelley@gmail.com

Employer: Self - Pele Creative, LLC

Business Address: same as home
Number & Street City Zip

Business Telephone: 248 987 8784

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

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

I love my city & want to be part of it's continued growth.

PLEASE CIRCLE YOUR PREFERENCE(S)

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

*City of Farmington residency not required

EDUCATION ACHIEVEMENT

Savannah College of Art & Design, Advertising, 2010

Name of College/University	Degree	Year Attained
Schoolcraft	Graphic Design	2008
Name of College/University	Degree	Year Attained
SLHS	Diploma	2005
Name of Institution/High School	Diploma/Certificate	Year Attained

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

EMPLOYMENT/PROFESSIONAL EXPERIENCE

Please describe your professional qualifications and/or employment experience.

I started freelancing this year, so I have a flexible schedule. Prior to freelancing, I worked at Kinetic Creations from 2011-2018.

COMMUNITY/PUBLIC SERVICE EXPERIENCE

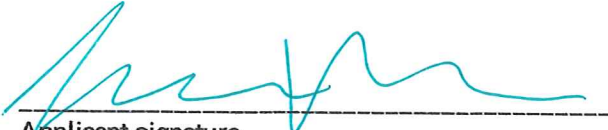
Please describe your previous experience with community-based organizations or other volunteer activities.

I've volunteered at food banks several times, as well as Salvation Army.

SPECIAL SKILLS AND ABILITIES

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

graphic design, writing, photography, advertising,
secretarial, website creation, research



Applicant signature

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

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



APPLICATION FOR CITY OF FARMINGTON
BOARDS, COMMISSIONS AND COMMITTEES

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

Date: 8.27.19

Name: Echols Ann Louise
Last First Middle

Home Address: 23828 Wilmarth Farmington 48335
Number & Street City Zip

Home Telephone: 248.752.2764 Voting Precinct: _____

Email: armstrong234@ad.com

Employer: City of Rochester Hills - Fire Department

Business Address: 1111 Horizon Ct. Rochester Hills 48309
Number & Street City Zip

Business Telephone: 248.656.4720

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

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

I am currently working on my Masters Degree in Emergency Management + homeland security with a focus in community resilience. I would like to be more involved with a LEPC and do more to lessen the impact of a local disaster on our community.

PLEASE CIRCLE YOUR PREFERENCE(S)

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

*City of Farmington residency not required

EDUCATION ACHIEVEMENT

The Ohio State University	BA	2003
Name of College/University	Degree	Year Attained
Arizona State University	MA	in progress, 08/2020
Name of College/University	Degree	Year Attained
Farmington High School	diploma	1999
Name of Institution/High School	Diploma/Certificate	Year Attained

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

EMPLOYMENT/PROFESSIONAL EXPERIENCE

Please describe your professional qualifications and/or employment experience.

I have been a firefighter /paramedic for over 15 years and I am familiar with smaller-scale emergencies. In my position at work I assist with the City's emergency planning. I have assisted with updating the Detroit Zoo's site emergency plan.

COMMUNITY/PUBLIC SERVICE EXPERIENCE

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

I am an active member of the PTA at Longacre Elementary as well as our local cub scout pack. I regularly volunteer at the school as well as community organizations in Rochester Hills. I recently graduated from the Leadership Greater Rochester program hosted by the Chamber of Commerce.

SPECIAL SKILLS AND ABILITIES

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

I am organized and skilled at research. I also hold a BA in Sociology, which is helpful in assessing the 'human side' of emergency management and resiliency.

Ann L. Echob

Applicant signature

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

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



Media Release

For Immediate Release

Contact: Melissa Andrade, Assistant to the City Manager

Email: mandrade@farmgov.com

City of Farmington seeks members for three of its boards

Farmington, MI (August 22, 2019) — The City of Farmington is looking to fill vacancies on its following boards and commissions:

- Emergency Preparedness Committee
- Historical Commission
- Zoning Board of Appeals

The Emergency Preparedness Commission (EPC) meets the first Monday of every month at Farmington Hills City Hall. The EPC makes recommendations to Farmington and Farmington Hills concerning public education on safety, helping citizens take an active role in protecting themselves from harm, teaching citizens what to do in the event of a crisis, and providing citizens with the skills and abilities to make their families, homes and communities safer from the threats of terrorism, crime, and disaster.

The Historical Commission meets on the fourth Thursday of every month at 7 p.m. at Farmington City Hall. The commission was established in 1973 to: 1) safeguard the heritage of the City by preserving the cultural, social, economic, political and architectural elements having historic significance; 2) stabilize and improve property values in such districts; 3) foster and promote civic beautification with emphasis on historical significance; 4) promote the use of local history for education, pleasure and the welfare of the citizens of the City; and 5) encourage the collection of records and objects which interpret the history of Farmington, and cooperate in the establishment and operation of a museum or other appropriate center for custody and display of such items.

The Zoning Board of Appeals (ZBA) meets the first Wednesday of the month at 7 p.m. at Farmington City Hall. The ZBA reviews appeals from any order, requirement, decision or determination made by the building official, any administrative official or administrative body charged with enforcement of the Farmington Zoning Ordinance where it is alleged by the appellant that there was an error or misinterpretation. The Zoning Board of Appeals mostly hears variance requests dealing with dimensional aspects of the Zoning Ordinance: setbacks, building height requirements, etc. The Zoning Board of Appeals is also responsible for hearing sign and fence variance requests.

Those interested in any of these opportunities should fill out the application and return it to Farmington City Hall: 23600 Liberty Street; or email it to mandrade@farmgov.com:

https://www.farmgov.com/City-Services/Forms-and-Permits/Government/Application_BoardsCommissionsCommittees.aspx

For more information, please visit www.farmgov.com

###

**Farmington City Council
Staff Report**

**Council Meeting
Date:** Sept. 3, 2019

**Reference
Number
5a**

Submitted by: David Murphy, City Manager

Description Request for “Tag Days” – Fundraising Event

Requested Action Move to approve the annual request for “Tag Days” Fundraising Event scheduled for October 4 from 4-9 p.m. and October 5 from 8 a.m. – 8 p.m.

Background

The Farmington High Schools’ Band and Orchestra Boosters request permission to conduct a solicitation program on Friday, October 4 from 4-9 p.m. and Saturday, October 5 from 8 a.m. – 8 p.m. The Farmington Public High Schools raise the majority of their band operating funds by sponsoring this event. Band members will collect funds at the entrances of local merchants. Permission from these merchants to conduct this solicitation is secured before the event. Students will be in uniform and under adult supervision.

This fundraiser has been supported by the communities and local merchants for more than 40 years.

Agenda Review: Tag Day request letter



August 13, 2019

Mr. David Murphy
City Manager
23600 Liberty
Farmington, MI 48332

Dear Sir,

We wanted to inform you that the Music Boosters Organizations from Farmington High School and North Farmington High School will sponsor TAG DAYS once again on Friday, October 4th and Saturday, October 5th. The event will be hosted by North Farmington High School.

2019-20 TAG DAYS DETAILS

2019-20 Hosting School: North Farmington High School

Tag Day Hours of Operation: Friday, October 4th
4:00 pm – 9:00 pm

Saturday, October 5th
8:00 am – 8:00 pm

The music students, dressed in either Concert Black or their respective Band Uniforms, will be located near the entrances of the participating merchants to solicit donations. As a "Thank You" to our donors, the students will provide them concert tickets (Tags) which grants them free admission to a pre-determined performance to a Band or Orchestra concert of their choice. The dates and times are listed on the "Tag" for the convenience of our donors. The money collected from this event will be evenly divided between both high schools' music departments to benefit all music students.

The Farmington Public School Administration has approved this event for 2019. We have also informed the City of Farmington and Farmington Hills of our event. Accordingly, we are hereby requesting your support with this major fundraising event. Please know that our students will have adequate adult supervision during their shifts.

The "Tag Days" event is a major fundraiser for our high school music programs. Previous "Tag Days" proceeds funded musical clinicians, one on one tutors for students, music program supplies, field trips, music scholarships and much more. The success of this fundraiser is a direct result of the cooperation and contribution of the whole community; schools, merchants and citizens.



We will be obtaining approval from local merchants, many of whom participate in "Tag Days" every year for the past several years. We have also notified the cities of Farmington, Farmington Hills, West Bloomfield and Livonia for their approval with this year's event. The "Tag Days" fundraiser is fun filled event for our students and community.

If you should have any questions or concerns, please do not hesitate to contact Jenna Latimer or myself regarding this year's fundraiser.

Thank you in advance for your continued support and cooperation.

Sincerely,

Monica Cardenas

FHS Music Patrons
Tag Days Chair

TAG DAYS COMMITTEE:

Monica Cardenas
FHS Chair
Cell phone: 248-302-4684
Email: monicac.0310@gmail.com

Jenna Latimer
NFHS Chair
Cell phone: 248-790-9827
Email: jlatte1@gmail.com

**Farmington City Council
Staff Report**

**Council Meeting
Date: September 3, 2019**

**Item
Number
5b**

Submitted by: Melissa Andrade

Agenda Topic:

Event request for yoga in Riley Park

Proposed Motion:

Move to approve the Special Event Request for Cypress Counseling Center to present Yoga for the Community in Riley Park on Sunday, Sept. 22 from 11 a.m. until 1 p.m.

Background: This is a non-profit event intended to promote health and fitness in the community.

This event is the morning after Harvest Moon Celebration. Riley Park should be clean for this event by 11 a.m.; the beer tent, however, will still be up in the lot south of the Pavilion. The DDA is aware of this event request.

Materials: Event Application



CITY USE ONLY

Approval Needed:

City Manager

City Council

Approved

Denied

City of Farmington Special Event Application

This application is for all events in Riley Park and any other city event that will bring in more than 100 people. Complete this application in accordance with the city of Farmington's Special Events Policy and return it to the City Manager's Office at least 60 days prior to the starting date of the event.

Sponsoring Organization's Name Cypress Counseling Center, P.C.

Organization Phone: 734-369-3180

Organization Address 36520 Grand River Ave Ste. 104
Farmington Hills, MI 48335

Organization's Agent: Anna Macmillan Phone: 248-660-6629

Agent's Title: Therapist E-mail: annamacmillan@
cypresscc.com

Agent's Address: 36520 Grand River Ave Ste. 104
Farmington Hills, MI 48335

Event Name: (To be determined; will update when decided)

Event Purpose: Yoga for the community

Event Dates: September 22nd, 2019

Event Times: 11am - 1pm

Event Location: Riley Park

Number of People Expected: 20-50

1. **Type of Event:** Based on policy section 2, this event is:

City Operated Event

Co-sponsored Event

Private Event

Prohibited in Riley Park

Non-Profit Event

For-Profit Event

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

Riley Park Permit Fee:
\$100 residents/\$200 non-residents

3. **Vendors:** Food Concessions (YES) (NO) Other vendors (YES) (NO)
Food Truck (YES) (NO)

If food truck, please complete food truck registration, which you can obtain from the City Manager's office.

If yes, refer to Policy Section IV.2.M for license and insurance requirements.

If yes, please list all of the vendors by vendor name:

considering: Beyond Juice

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

() I have invited local businesses to participate.

Those invited include: starbucks, sunflower Bakery
olive kitchen, the cheese lady
fresh thyme

5. **Exempt Parking:** Are you requesting exempt Parking? (See Policy Section 5)
(YES) (NO)

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

6. **Other Requests:**

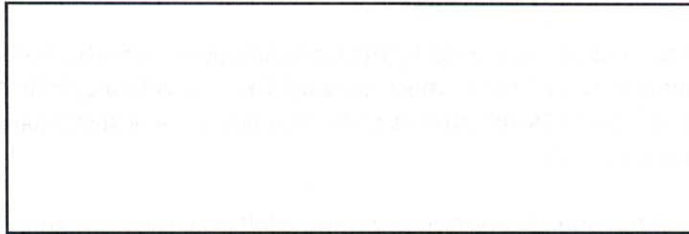
Event Signs: Will this event include the use of signs (YES) (NO)
If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs: Please complete sign illustrations below.

Signs or banners approved by the city of Farmington for special events shall be designed and made in an artistic and workman-like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

Total square footage of the banner cannot exceed 32 square feet.

Banner Length

Width



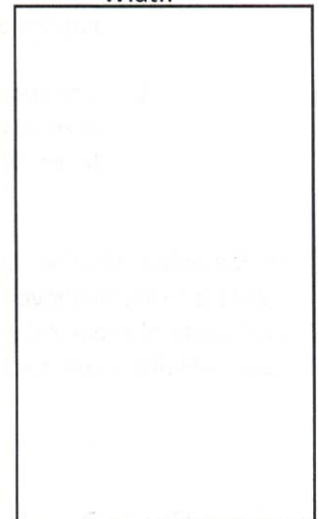
Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet

Width

Height

Write copy of sign in the box.



7. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:
- a. For public events, a certificate of insurance must be provided which names the city of Farmington as an additional named insured party on the policy. (see Event Policy Sec. IV.2.K for insurance requirements)
 - b. Event sponsors and participants will be required to sign Indemnification Agreement forms. (refer to Policy Section IV.2.M)
 - c. If the event includes solicitation by workers standing in street intersections, the required safety precautions will be maintained at all times in accordance with the Department of Public Safety. (see Policy Section IV.2.L)
 - d. All food vendors must be approved by the Oakland County Health Department, and each food and/or other vendor must provide the city with a certificate of insurance which names the city of Farmington as an additional named insured party on the policy. (see Policy Section IV.2.N)
 - e. The approval of this special event may include additional requirements and/or limitations based on the city's review of this application, in accordance with the city's special event policy. The event will be operated in conformance with the written confirmation of approval. (see Policy Section IV.2.R)
 - f. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the city and will promptly pay any billing for city services which may be rendered, pursuant to Policy Sections IV.2 e and f.

As the duly authorized agent of the sponsoring organization, thereby apply for approval of this special event, affirm the above understandings, and agree that my sponsoring organization will comply with the city's Special Event Policy, the terms of the Written Confirmation of Approval and all other city requirements, ordinances and other laws which apply to this special event.

8/19/19
Date

Amy Maclellan
Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least sixty (60) days prior to the first day of the event to:

City Manager's Office
23600 Liberty Street
Farmington, MI 48336

Phone: 248-474-5500, ext. 2221

Farmington City Council Staff Report	Council Meeting Date: September 3, 2019	Item Number 6
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		
Background: City Administration is recommending that the City Council renew the Farmington Road Maintenance Agreement with the Road Commission for Oakland County. Under the agreement, which covers a one-year period beginning October 1, 2019, the City provides routine maintenance on Farmington Road between Eight Mile and Grand River. This maintenance includes patching, crack sealing, sweeping, landscape maintenance, snow and ice removal and general maintenance. This 2019-2020 agreement has an increase of 2.5 percent which increases the amount from \$22,317.97 to \$22,875.93.		
Materials: 2019-20 Maintenance Agreement		



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

Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Gregory C. Jamian
Commissioner

Andrea LaLonde
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 16, 2019

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

RE: 2019-2020 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 2019-2020 agreement has an increase of 2.5%, which increases the amount from \$22,317.97 to \$22,875.93.

If this agreement is satisfactory, please return the two-signed copies and the resolution of approval by your City Council. 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

/dr

Attachment

2019-2020 MAINTENANCE AGREEMENT
CITY OF FARMINGTON

Under 1951 PA 51, As Amended

This Maintenance Agreement (“Agreement”) is made this ____ day of _____, 2019, 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 \$22,875.93 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 2019
25% in March 2020
25% in June 2020
25% in September 2020

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 County. Therefore, the City falls within the governmental immunity protection of the County.

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, 2019 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, 2020, 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: _____

WINTER MAINTENANCE
2019-2020

CITY OF FARMINGTON

EXHIBIT A

Farmington Road

Extending from Eight Mile Road to Grand River Avenue

(\$13,456.43 per mile)

Miles

1.70

Cost Per Mile

\$13,456.43

\$ 22,875.93

Total Miles

1.70

TOTAL \$ 22,875.93

25% in December of 2019	\$	5,718.99
25% in March of 2020	\$	5,718.98
25% of June of 2020	\$	5,718.98
25% in September of 2020	\$	<u>5,718.98</u>
TOTAL	\$	22,875.93

EXHIBIT B

2019-2020 WINTER 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:

<p>Bodily Injury and Property Damage Liability:</p> <p>Each Person \$1,000,000</p> <p>Each Occurrence \$1,000,000</p>	<p>or: Combined Single Limit:</p> <p>Each Occurrence: \$1,000,000</p>
--	--

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.

Farmington City Council Staff Report	Council Meeting Date: September 3, 2019	Reference Number 7	
Submitted by: Kate Knight, DDA Director			
Description The DDA requests permission for installation of a mural recommended by DDA Public Art Committee, pending DDA Board approval, on the west elevation of the city-owned Farmington Civic Theater.			
Requested Action Consideration to approve installation of a mural recommended by DDA Public Art Committee, pending DDA Board approval, on the west elevation of the city-owned Farmington Civic Theater.			
<p>Background</p> <p>The DDA posted a Call to Art, specifically to honor the 80th anniversary of the Farmington Civic Theater in spring 2019. In July, the DDA Public Art Committee recommended the entry submitted by muralist Adrienne Pickett, one of twelve entries, for consideration. The artist's portfolio includes community engagement through the installation of previous mural work, and the chosen mural concept fulfilled requirements with theme and installation methods.</p> <p>The DDA has worked closely with Farmington Civic Theater General Manager Scott Freeman to consider the proposed project. Installation of the mural would happen, weather permitting across approximately one calendar week in September or October 2019. The DDA plans to program a community event in collaboration with downtown businesses during the installation to engage the public. Project site preparation would include removal of two existing trees, to be replaced by the DDA, with new, low grow plant material.</p> <p>All project costs will be covered through the DDA budget.</p> <p>Schematic drawing attached, showing mural concept and projection onto location (west elevation of Farmington Civic Theater).</p>			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager



PROPOSED MURAL



MURAL STATEMENT



The Farmington Civic: 80 Years of Cinema

Historic Farmington is anchored by the Civic Theater and celebrating 80 years is a huge milestone. Think of the legends that have graced the screen, the different eras that have marched by in eight decades.

Paying homage to such a beautiful piece of architecture requires putting a post modern spin on classic film while still being inclusive and representative of the diverse community in Farmington.

We love the idea of building on Hollywood legends—Sidney Portier, James Dean, Veronica Lake and more in a towering graphic pyramid overlaying a modern texture reflective and complementary to the Civic's color palette in golds and reds.

The dynamic background feels like that old film energy with scratches and waves and lots of moving texture.

Proposed budget will fall within the \$2500 allocation. Biggest expense will be scaffolding to reach upper walls. Wall will be prepped beforehand with white primer. All cleanup will be done by myself and crew. Timing will depend on when project is awarded.



Farmington City Council Staff Report	Council Meeting Date: 9-3-19	Item Number 8
Submitted by: City Manager		
Agenda Topic: Televising sanitary sewer in Bel-Aire Subdivision		
Proposed Motion: Approve the City Engineer, OHM, to subcontract with Pipeline Management to televise the sanitary sewer pipe in Bel-Aire subdivision in order to design the repair work that needs to be done.		
<p>Background: As part of the design for Bel-Aire, OHM would like to work with a contractor who has experience with full liners, UV spot repairs and also grouting and lateral T-liners. Having inspected this neighborhood back in 2014/15, they understand the nature of this work and the careful consideration of ‘what fix’ based on the type of deficiency can have dramatic impacts on construction costs. Based on this, OHM is viewing the televising as more of a professional service / subconsultant to help guide on these decisions. They have worked with various contractors on SAW grant programs and other lining contracts over the years and feel Pipeline Management’s set daily rates they have established with OCWRC, which they agreed to hold for Farmington, is the best value for the City.</p> <p>To ensure they were properly checking unit prices from other contractors, they did reach out to Liquiforce and compare recent bids from Advanced Underground.</p> <p>Pipeline Management’s daily rates average out to \$3.00 per linear foot of pipe televising, cleaning and services for recommended fixes at laterals. The other two contractors were between \$3.00 and \$3.50 and did not include the hand’s on approach they would be getting with Pipeline. They would also need to provide more regular construction services overseeing the other companies as they are not as familiar with the subdivision as Pipeline is.</p>		
Materials: None		