



Regular City Council Meeting  
7:00 p.m., Monday, Dec. 16, 2024  
City Council Chambers  
23600 Liberty Street  
Farmington, MI 48335

## REGULAR MEETING AGENDA

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENT**
4. **APPROVAL OF ITEMS ON CONSENT AGENDA**
  - A. **City of Farmington Minutes**
  - B. **Farmington Monthly Payments Report**
  - C. **Farmington Public Safety Monthly Report**
  - D. **Annual Report on Status of Tax Increment Financing Plan**
  - E. **Consideration to assign City of Farmington Open Space Lease to DDA for operation and maintenance of Dinan Park**
  - F. **Form 5572 Submittal - Pension and OPEB**
  - G. **City of Farmington Quarterly Financial Report**
5. **APPROVAL OF REGULAR AGENDA**
6. **PRESENTATION/PUBLIC HEARINGS**
  - A. **Swearing in of Public Safety Officers**
    - **Bryce Neal**
    - **JR Solomon**
  - B. **Bicentennial Committee Presentation**
  - C. **Plante Moran Audit Presentation**
7. **NEW BUSINESS**
  - A. **Mower replacement**
  - B. **Request to approve the purchase of License Plate Reader System known as FLOCK**
  - C. **Construction estimate for the Sidewalk Improvement Program**
8. **PUBLIC COMMENT**
9. **CITY COUNCIL COMMENTS**
10. **ADJOURNMENT**

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



**City Council Meeting**  
**6:00 p.m., Monday, November 18, 2024**  
**Conference Room**  
**23600 Liberty Street**  
**Farmington, MI 48335**

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## **SPECIAL MEETING MINUTES**

A special meeting of the Farmington City Council was held on November 18, 2024, at 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 6:00 PM by Mayor LaRussa.

### **1. ROLL CALL**

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>	<b>Arrived</b>
Johnna Balk	Mayor Pro-Tem	Excused	
Joe LaRussa	Mayor	Present	
Kevin Parkins	Councilmember	Present	
Steve Schneemann	Councilmember	Excused	
Maria Taylor	Councilmember	Present	

City Administration Present:

City Manager, David Murphy  
Assistant City Manager, Chris Weber  
City Clerk, Meaghan Bachman  
DPW Superintendent, Chuck Eudy  
City Treasurer, Jaime Pohlman

### **2. APPROVAL OF REGULAR AGENDA**

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

<b>RESULT:</b>	<b>APPROVED - UNANIMOUS</b>
<b>MOVER:</b>	Parkins, Councilmember
<b>SECONDER:</b>	Taylor, Councilmember

### **3. PUBLIC COMMENT**

No members of the public spoke.

**4. Women’s Park Phase II**

**Move to approve the phase II proposed improvements to Women’s Park as presented by Wilson–Swykert Lawn–Landscape for an amount not to exceed \$31,200.**

The design of Women’s Park was presented by Bill Wilson. Mayor LaRussa discussed the design with Mr. Wilson. It was asked if the design is consistent with the downtown landscaping and streetscape. It was noted that it will blend well. Councilmember Taylor asked about the benches that are currently placed at the park. It was suggested by Mr. Wilson that the seat wall face towards the east and the benches could be placed where desired. Councilmember Taylor further asked why more hardscape is being placed with the amount already present. Mr. Wilson noted brick is being placed and not necessarily concrete so the brick will soften it up, along with foliage. The Mayor asked what other assets will be purchased to place in the park besides the benches. It was noted it will be passive green space and no additional assets will be placed at the park.

<b>RESULT:</b>	<b>APPROVED - UNANIMOUS</b>
<b>MOVER:</b>	Parkins, Councilmember
<b>SECONDER:</b>	Taylor, Councilmember
<b>AYES:</b>	LaRussa, Parkins, Taylor

**5. CIA/Council Joint Meeting Review**

Assistant City Manager Chris Weber noted a joint meeting held with the CIA and the City Council. There was discussion about what the CIA should do with funding. One thing they discussed is be prepared for a big project or start implementing items from the list presented by Council. Mayor LaRussa asked what items are on the CIA’s list and it was noted items such as, transportation study, nature trail assessment, streetscape assessment was suggested. Further discussion took place, and it was decided to suggest the following projects: transportation study and streetscape.

**6. Board and Commission Interviews**

City Council interviewed two candidates for Boards and Commissions:

- 6:30 p.m. Kelsey Russom
- 6:45 p.m. Carly Davis

Move to appoint Kelsey Russom to the Commission on Community Health and Carly Davis to the Beautification Commission.

<b>RESULT:</b>	<b>APPROVED - UNANIMOUS</b>
<b>MOVER:</b>	Taylor, Councilmember
<b>SECONDER:</b>	Parkins, Councilmember

**7. OTHER BUSINESS**

DPW Superintendent Eudy, spoke of the salt dome and that an agenda item would be placed on the regular meeting agenda at 7:00 PM.

**8. PUBLIC COMMENTS**

No members of the public spoke.

**9. COUNCIL COMMENTS**

Councilmember Taylor noted this was the strongest slate of candidates for the Parking Committee opening.

**10. ADJOURNMENT**

**Move to adjourn the meeting.**

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

The meeting adjourned at 7:03 p.m.

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Joe LaRussa, Mayor

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Meaghan K. Bachman, City Clerk





**City Council Meeting**  
**7:00 p.m., Monday, November 18, 2024**  
**Conference Room**  
**23600 Liberty Street**  
**Farmington, MI 48335**

## REGULAR MEETING MINUTES

A meeting of the Farmington City Council was held on November 18, 2024, at 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 7:00 PM by Mayor LaRussa.

### 1. ROLL CALL

Attendee Name	Title	Status	Arrived
Johnna Balk	Mayor Pro-Tem	Excused	
Joe LaRussa	Mayor	Present	
Kevin Parkins	Councilmember	Present	
Steve Schneemann	Councilmember	Present	7:11 PM
Maria Taylor	Councilmember	Present	

#### **City Administration Present**

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

### 2. PLEDGE OF ALLEGIANCE

### 3. PUBLIC COMMENT

The Emergency Preparedness Commission talked about the tip of the month – be prepared for winter weather.

### 4. APPROVAL OF ITEMS ON CONSENT AGENDA

**Move to approve the consent agenda as presented with the addition of the proclamation.**

- A. City of Farmington Minutes
- B. Farmington Monthly Payments Report
- C. Farmington Public Safety Monthly Report
- D. Accept the resignation of Ann Echols from the Emergency Preparedness Committee, and Colleen Coogan from the Commission on Children, Youth and Service
- E. Consideration of a resolution authorizing Electronic Transactions and Amended ACH (Electronic Transactions) Policy 2024
- F. Farmington Quarterly Investment Report

- G. Court Quarterly Financial Reports
- H. Farmington Quarterly Financial Report
- I. Appoint Kevin Russom to the Historical Commission
- J. Proclamation: November 13, 2024 World Kindness Day

<b>RESULT:</b>	<b>APPROVED UNANIMOUS</b>
<b>MOVER:</b>	Parkins, Councilmember
<b>SECONDER:</b>	Taylor, Councilmember

**5. APPROVAL OF THE REGULAR AGENDA**

**Move to approve the regular agenda with the addition of item 7-H MDOT CSF Signature Resolution.**

<b>RESULT:</b>	<b>APPROVED UNANIMOUS</b>
<b>MOVER:</b>	Taylor, Councilmember
<b>SECONDER:</b>	Parkins, Councilmember

**6. PRESENTATION/PUBLIC HEARINGS**

- A. Genisys Credit Union/Main Street Oakland County small business grants:
  - SKEP Space
  - Lone Light Spirits
- B. Farmington Masonic Lodge Architectural Assessment and Preservation Master Plan – produced by Main Street Oakland County for Downtown Farmington
- C. Public Hearing Program Year 2025 Community Development Block Grant Application

**Move to open the CDBG Public Hearing**

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

The Mayor opened the public hearing to hear comments – no members of the public spoke.

**Move to close the CDBG Public Hearing**

<b>RESULT:</b>	<b>APPROVED UNANIMOUS</b>
<b>MOVER:</b>	Schneemann, Councilmember
<b>SECONDER:</b>	Parkins, Councilmember

**7A. Consideration to Approve 2025 Program Year Community Development Block Grant Application**

**Move to approve resolution adopting 2025 Program Year Community Development Block Grant Application.**

The City's Community Development Block Grant (CDBG) funding for 2025 is projected by Oakland County to be \$26,502. The administration's preliminary recommendation is that Council considers establishing the following development objectives: (1) senior center and (2) public services (senior services). The administration proposes allocating \$22,527 for senior center and \$3,975 for public services (senior services).

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

**7B. Consideration to Adopt Resolution Approving 2025 City Council Meeting Dates**

**Move to adopt resolution to establish 2025 City Council meeting dates as presented.**

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

**7C. Consideration to Amend Fiscal Year 2024-25 Budget**

**Move to adopt Budget Amendment Resolution #5, amending Fiscal Year 2024-25 Budget.**

At the October 21, 2024 council meeting, Council approved Change Order #1 to Pipeline Management for emergency sewer repairs. Budget Amendment #5 provides funding for these projects.

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

**7D. Change Order No. 10 & Construction Estimate No. 8 for the Sidewalk Improvement Program**

**Move to Approve payment to Luigi Ferdinandi & Son Cement Company, Change Order No. 10 & Construction Estimate No. 8 in the amount of \$314,129.36 for the Farmington Sidewalk Improvement Program.**

<b>RESULT:</b>	<b>APPROVED – UNANIMOUS</b>
MOVER:	Taylor, Councilmember
SECONDER:	Schneemann, Mayor Pro-Tem
AYES:	Schneemann, Taylor, LaRussa, Parkins

**7E. DPW Concrete Replacement Payment Application**

**Move to approve the DPW Concrete replacement Pay Application No 15 in the amount of \$12,701.16 to Hartwell Cement Company for the DPW Concrete Replacement.**

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

**7F. Consideration to Renew Farmington Road Maintenance Agreement with the Road Commission for Oakland County**

**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 \$26,134.52 for the maintenance.**

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

**7G. Draw Request No. 2 Warner Home Repairs**

**Move to approve Draw Request No. 2 the Warner Home Grant Funding Exterior Repairs Phase 1 to R. Graham Construction LLC in the amount of \$ 15,800.**

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

**7H. MDOT CSF Signature Resolution**

**Move to approve resolution authorizing David Murphy, City Manager to execute the agreement between Michigan Department of Transportation and the City of Farmington for the Salt Storage Facility, subject to review by the City Attorney’s Office.**

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

**8. PUBLIC COMMENT**

Thomas Hull of Farmington Hills spoke of free tutoring opportunities.

**9. COUNCIL COMMENT**

Mayor LaRussa wished the city employees and residents a Happy Thanksgiving.

**ADJOURNMENT**

**Move to adjourn the meeting.**

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

The meeting adjourned at 8:09 p.m.

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Joe LaRussa, Mayor

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Meaghan Bachman, City Clerk

Approval Date:



**Special Meeting – Master Plan Selection Committee**  
**6:00 p.m., Monday, November 25, 2024**  
**Conference Room**  
**23600 Liberty Street**  
**Farmington, MI 48335**

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## **SPECIAL MEETING MINUTES**

A special meeting of the Farmington Master Plan Selection Committee was held on November 25, 2024, at 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 6:01 PM by Mayor LaRussa.

### **1. ROLL CALL**

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>	<b>Arrived</b>
Joe LaRussa	Mayor/Committee Member	Present	
DeWayne Gray	Committee Member	Present	
Todd Craft	Committee Member	Present	
Kate Knight	Committee Member	Present	
David Murphy	Committee Member	Present	
Steve Schneemann	Committee Member	Present	
Chris Weber	Committee Member	Present	
Vince Pastue	Consultant	Present	

### **2. APPROVAL OF REGULAR AGENDA**

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

<b>RESULT:</b>	<b>APPROVED - UNANIMOUS</b>
<b>MOVER:</b>	Craft
<b>SECONDER:</b>	Pastue

### **3. PUBLIC COMMENT**

No members of the public spoke.

**4. MASTER PLAN DISCUSSION**

The Master Plan Selection Committee received RFQ's from McKenna, Giffels Webster, Spalding Decker, and OHM. Each consultant presented their plan to the committee on October 28, 2024 at a Special Meeting. The committee then narrowed down the selection, choosing two consultants: OHM and Spalding Decker. The final two candidates were further discussed, and it was decided to recommend OHM Advisors.

**The selection committee decided to make the recommendation to award the Master Plan to OHM Advisors because of the following reasons:**

- High amount of synergy with the city and ongoing projects
- More resources (depth of bench) with OHM
- Working on several projects already
- Familiarity with the city and current projects
- Comparably priced to the competition
- Approach to taking on this unique project

**Move to recommend to City Council and the DDA that OHM be awarded the Master Planning RFP**

<b>RESULT:</b>	<b>APPROVED - UNANIMOUS</b>
<b>MOVER:</b>	Craft
<b>SECONDER:</b>	Pastue

**5. OTHER BUSINESS**

None

**6. PUBLIC COMMENT**

No members of the public spoke.

**8. ADJOURNMENT**

**Move to adjourn the meeting.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann
<b>SECONDER:</b>	Knight

The meeting adjourned at 6:38 p.m.

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Joe LaRussa, Mayor

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Meaghan K. Bachman, City Clerk

# CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

<b>MONTH OF NOVEMBER 2024</b>
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<b>FUND #</b>	<b>FUND NAME</b>	<b>AMOUNT:</b>
101	GENERAL FUND	\$ 381,617.31
202	MAJOR STREET FUND	\$ 113,005.66
203	LOCAL STREET FUND	\$ 253,789.67
285	AMERICAN RESCUE ACT	\$ 3,790.27
401	CAPITAL IMPROVEMENT MILLAGE	\$ 61,822.31
592	WATER & SEWER FUND	\$ 314,880.52
595	FARMINGTON COMMUNITY THEATER FUND	\$ 18,004.35
640	DPW EQUIPMENT REVOLVING FUND	\$ 7,907.40
701	AGENCY FUND	\$ 2,518.00
703	CURRENT TAX COLLECTION FUND	\$ 8,119.33
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 30,192.32
	<b>TOTAL CITY PAYMENTS ISSUED:</b>	<b>\$ 1,195,647.14</b>
136	47TH DISTRICT COURT FUND	\$ 151,079.41
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 21,486.82
	<b>TOTAL OTHER ENTITIES PAYMENTS ISSUED:</b>	<b>\$ 172,566.23</b>
	<b>TOTAL PAYMENTS ISSUED</b>	<b>\$ 1,368,213.37</b>

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

# CITY OF FARMINGTON - ACH PAYMENTS REPORT

**MONTH OF NOVEMBER 2024**

<b>TRANSFER FROM:</b>	<b>TRANSFER TO:</b>	<b>DESCRIPTION:</b>	<b>AMOUNT:</b>
Agency Tax	Farmington Public Schools	Tax Payment #10	14,893.21
Agency Tax	Oakland County	Tax Payment #10	22,474.24
Agency Tax	Farmington Comm. Library	Tax Payment #10	1,138.45
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	286,246.31
General Fund	Federal Gov't	W/H & FICA Payroll	94,521.79
General Fund	MERS	Retirement Plans	139,695.35
General Fund	Total Administrative Services Corp.	Flexible Spending Accounts	2,468.84
<b>TOTAL CITY ACH TRANSFERS</b>			<b>561,438.19</b>
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	104,013.71
Court Fund	Federal Gov't	W/H & FICA Payroll	33,982.81
Court Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,588.42
Court Fund	MissionSquare	Health Savings/401 Accounts	8,241.98
<b>TOTAL OTHER ENTITIES ACH TRANSFERS</b>			<b>147,826.92</b>



# Farmington Public Safety Department

Public Safety Director Bob Houhanisin

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## November 2024 Public Safety Incidents

### Stolen Vehicle

On 11/08/2024 at approximately 06:30 AM officers were dispatched to the 36000 block of Heatherton for the report of a report of a stolen vehicle. The victim reported that she parked the vehicle in the driveway the prior evening and had it locked. When she looked outside the next morning the vehicle, a Dodge Durango, was missing from the driveway. There was no camera footage of the incident, and no suspects were immediately identified. The case has been forwarded on to the detective bureau for investigation.

### Methamphetamine

On 11/04/2024 at approximately 03:00 AM officers were dispatched to the 31000 block of Grand River for a noise complaint. Officers arrived and contacted the occupant of the home where the noise was originating. While speaking with the subject, officers observed drug paraphernalia and suspected methamphetamine in plain view. The Subject was arrested and released pending warrant submission to the prosecutors office.

### Non-Sufficient Check

On 11/15/2024 at approximately 08:45 AM officers were contacted by the victim of a non-sufficient check in the 32000 Block of Grand River. The victim reports that he provided mechanical vehicle repairs for the suspect. When the suspect, a 56-year-old male returned to pick up the vehicle, he wrote a check to pay for the services rendered. The victim attempted to cash the check and was notified that there were not sufficient funds available to cover the check written. The case has been forwarded to the detective bureau for follow up.

### Fraud

On 11/15/2024 at approximately 05:30 PM officers were dispatched to the 34000 block of Oakland St for a reported fraud. Officers arrived and met with the victim, a 76-year-old male who reports that over the past 10 years there has been fraudulent charges on their credit card totaling approximately \$8,000. The victim requested a police report to provide to his insurance company and was not seeking to press charges on the unknown suspect. The case was closed by responding officers.

### Unlawful Driving Away of Auto (UDAA)

On 11/18/2024 at approximately 06:30 AM officers were dispatched to a reported stolen vehicle report in the 31000 block of Grand River. Officers met with the victim who reported that the night prior he parked his vehicle in his normal parking spot, locked it and had the keys with him. When he awoke, he noted the vehicle was gone and there was broken glass where it was parked. Officers learned that the vehicle in question ran from officers the night prior to discovery, however officers terminated the pursuit. The case has been forwarded to the detective bureau for investigation.



**Fraud**

On 11/19/2024 at approximately 12:00 PM officers took a front desk report for a reported credit card fraud. The victim, a 49-year-old female, reported that over the course of the last year she had approximately \$1,300.00 of unauthorized charges on her credit card. The victim disputed the charges with the credit card company. The victim requested a police report and stated they did not know who might have completed the transactions.

**Assist Other Law Enforcement Agency**

On 11/30/2024 at approximately 18:45 Farmington Public Safety Officers responded to a roll over personal injury accident in the area of Middlebelt and Lindon. Farmington Hills Police requested mutual aid while they were experiencing a high call volume. While investigating the rollover accident, officers determined that the driver of the vehicle was under the influence of alcohol. The driver was taken into custody and later released with a citation.

<b>CALL TYPE &amp; QUANTITY</b>				
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<b>TOTAL CALLS</b>	<b>TRAFFIC STOPS</b>	<b>MEDICALS</b>	<b>FIRE CALLS</b>	<b>CRASHES</b>
552	176	51	14	25
<b>OWI</b>	<b>OUID</b>	<b>DWLS</b>	<b>WARRANT</b>	<b>FELONY</b>
1	0	9	13	4



<b>Farmington City Council Staff Report</b>	<b>Council Meeting</b> <b>Date:</b> December 16, 2024	<b>Item Number 4D</b>
<b>Submitted by:</b> Chris Weber, Assistant City Manager		
<b>Agenda Topic:</b> Annual Report on Status of Tax Increment Financing Plan		
<b>Proposed Motion:</b> Accept and file report.		
<b>Background:</b>  Public Act 57 of 2018 requires corridor improvement authorities to issue an Annual Report on Status of Tax Increment Financing Plan. Attached is that report.  This report is filed with the State, and sent to each taxing authority whose property taxes are captured.		
<b>Materials:</b>  Annual Report on Status of Tax Increment Financing Plan		

## Annual Report on Status of Tax Increment Financing Plan

<b>Send completed form to:</b> <a href="mailto:Treas-StateSharePropTaxes@michigan.gov">Treas-StateSharePropTaxes@michigan.gov</a>	<b>City of Farmington</b>	TIF Plan Name	For Fiscal Years ending in
<small>Issued pursuant to 2018 PA 57, MCL 125.4911                  Filing is required within 180 days of end of authority's fiscal year ending in 2024. MCL 125.4911(2)</small>	<b>Corridor Improvement Authority</b>		<b>2024</b>
Year AUTHORITY (not TIF plan) was created:		2011	
Year TIF plan was created or last amended to extend its duration:		2014	
Current TIF plan scheduled expiration date:		2034	
Did TIF plan expire in FY24?		NO	
Year of first tax increment revenue capture:		2019	
Does the authority capture taxes from local or intermediate school districts, or capture the state education tax? Yes or no?		NO	
If yes, authorization for capturing school tax:			
Year school tax capture is scheduled to expire:		NA	

<b>Revenue:</b>	Tax Increment Revenue	\$	65,986
	Property taxes - from DDA millage only	\$	-
	Interest	\$	9,766
	State reimbursement for PPT loss (Forms 5176 and 4650)	\$	-
	Other income (grants, fees, donations, etc.)	\$	-
	Total	\$	75,753

<b>Tax Increment Revenues Received</b>		Revenue Captured	Millage Rate Captured
From counties		\$ 11,394	2.1559
From cities		\$ 48,186	9.1171
From townships		\$ -	
From villages		\$ -	
From libraries (if levied separately)		\$ 3,896	0.7371
From community colleges		\$ -	
From regional authorities (type name in next cell)	OAKLAND TRANSIT	\$ 2,510	0.4750
From regional authorities (type name in next cell)		\$ -	
From regional authorities (type name in next cell)		\$ -	
From local school districts-operating		\$ -	
From local school districts-debt		\$ -	
From intermediate school districts		\$ -	
From State Education Tax (SET)		\$ -	
From state share of IFT and other specific taxes (school taxes)		\$ -	
	<b>Total</b>	<b>\$ 65,986</b>	

<b>Expenditures</b>	<u>Contractual Services</u>	\$	16,782
	<u>Property Tax Revisions</u>	\$	7,141
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
Transfers to other municipal fund (list fund name)		\$	-
Transfers to other municipal fund (list fund name)		\$	-
	<u>Transfers to General Fund</u>	\$	-
	Total	\$	23,924

<b>Total outstanding non-bonded Indebtedness</b>	Principal	\$	-
	Interest	\$	-
<b>Total outstanding bonded Indebtedness</b>	Principal	\$	-
	Interest	\$	-
	<b>Total</b>	\$	-

<b>Bond Reserve Fund Balance</b>	\$	-
<b>Unencumbered Fund Balance</b>	\$	208,088
<b>Encumbered Fund Balance</b>	\$	-



**CAPTURED VALUES**

PROPERTY CATEGORY	Current Taxable Value	Initial (base year) Assessed Value	Captured Value	Overall Tax rates captured by TIF plan	
				TIF Revenue	TIF Revenue
Ad valorem PRE Real	\$ 668,220	\$ 475,220	\$ 193,000	12.4850500	\$2,409.61
Ad valorem non-PRE Real	\$ 19,217,410	\$ 14,085,730	\$ 5,131,680	12.4850500	\$64,069.28
Ad valorem industrial personal	\$ -	\$ -	\$ -	0.0000000	\$0.00
Ad valorem commercial personal	\$ 1,202,660	\$ 1,242,100	\$ (39,440)	12.4850500	(\$492.41)
Ad valorem utility personal	\$ -	\$ -	\$ -	0.0000000	\$0.00
Ad valorem other personal	\$ -	\$ -	\$ -	0.0000000	\$0.00
IFT New Facility real property, 0% SET exemption	\$ -	\$ -	\$ -	0.0000000	\$0.00
IFT New Facility real property, 50% SET exemption	\$ -	\$ -	\$ -	0.0000000	\$0.00
IFT New Facility real property, 100% SET exemption	\$ -	\$ -	\$ -	0.0000000	\$0.00
IFT New Facility personal property on industrial class land	\$ -	\$ -	\$ -	0.0000000	\$0.00
IFT New Facility personal property on commercial class land	\$ -	\$ -	\$ -	0.0000000	\$0.00
IFT New Facility personal property, all other	\$ -	\$ -	\$ -	0.0000000	\$0.00
Commercial Facility Tax New Facility	\$ -	\$ -	\$ -	0.0000000	\$0.00
IFT Replacement Facility (frozen values)	\$ -	\$ -	\$ -	0.0000000	\$0.00
Commercial Facility Tax Restored Facility (frozen values)	\$ -	\$ -	\$ -	0.0000000	\$0.00
Commercial Rehabilitation Act	\$ -	\$ -	\$ -	0.0000000	\$0.00
Neighborhood Enterprise Zone Act	\$ -	\$ -	\$ -	0.0000000	\$0.00
Obsolete Property Rehabilitation Act	\$ -	\$ -	\$ -	0.0000000	\$0.00
Eligible Tax Reverted Property (Land Bank Sale)	\$ -	\$ -	\$ -	0.0000000	\$0.00
<b>Exempt (from all property tax) Real Property</b>	\$ -	\$ -	\$ -	0.0000000	\$0.00
<b>Total Captured Value</b>		<b>\$ 15,803,050</b>	<b>\$ 5,285,240</b>	<b>Total TIF Revenue</b>	<b>\$65,986.49</b>

<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: December 16, 2024</b>	<b>Reference Number 4E</b>
<b>Submitted by: City Manager</b>		
<b>Description</b> Consideration to Assign City of Farmington Open Space Lease to DDA for operation and maintenance of Dinan Park.		
<b>Requested Action</b> Confirm and assign City of Farmington Open Space Lease to DDA for operation and maintenance of Dinan Park.		
<p><b>Background</b></p> <p>April 26, 2022, the City entered into the Open Space Lease for the Dinan Park Property with Drago and Jadranka Mihajlovski, as Lessors for a total of \$99 with a \$1.00 annual fee. The City now seeks to assign the Open Space Lease to the DDA so that the DDA may operate and maintain Dinan Park.</p>		
<b>Material:</b> Assignment of lease		

**ASSIGNMENT OF CITY OF FARMINGTON OPEN SPACE LEASE**

The City of Farmington, a Michigan municipal corporation, whose address is 23600 Liberty Street, Farmington, MI, 48335 assigns to Farmington Downtown Development Authority (DDA), whose address is 23600 Liberty Street, Farmington, MI, 48335 ("Assignee"), all of the undersigned's right, title and interest under a CITY OF FARMINGTON OPEN SPACE LEASE entered into April 26, 2022, executed between The City of Farmington, as Lessee, and Drago and Jadranka Mihajlovski, as Lessor with respect to the property described therein. In the event that the DDA expires or is terminated, the rights, title and interest under the Lease will automatically revert back to the City of Farmington.

Dated this \_\_\_th day of December , 2024

The City of Farmington, a Michigan municipal corporation

By: \_\_\_\_\_  
Dave Murphy, City Manager

By \_\_\_\_\_  
Meaghan Bachman, City Clerk

STATE OF MICHIGAN     ),  
  )ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ and \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County,  
Michigan  
My Commission Expires: \_\_\_\_\_

**ACCEPTANCE OF ASSIGNMENT**

The undersigned Assignee, hereby accepts the foregoing Assignment and agrees to be bound by the terms of the aforesaid CITY OF FARMINGTON OPEN SPACE LEASE.

Dated this \_\_\_th day of December , 2024.

Farmington Downtown Development Authority

By: \_\_\_\_\_  
Kate Knight, Executive Director

STATE OF MICHIGAN     ),  
  )ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

\_\_\_\_\_  
Notary Public  
County,

Michigan

My Commission Expires: \_\_\_\_\_

THIS INSTRUMENT DRAFTED BY:

Elizabeth K. Saarela, Esquire  
ROSATI, SCHULTZ, JOPPICH,  
& AMTSBEUHLER, P.C.  
27555 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331

AND WHEN RECORDED RETURN TO:

Meaghan Bachman, City Clerk  
City of Farmington

23600 Liberty Street  
Farmington, MI, 48335

Property Description

PART OF LOT 10 OF THE PLAT OF FRED M WARNERS ADD NO. 2 SUBDIVISION

More commonly know as 23631 Farmington Road  
Part of Parcel 23-28-278-012

<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: December 16, 2024</b>	<b>Item Number 4F</b>
<b>Submitted by: Jaime Pohlman</b>		
<b><u>Agenda Topic:</u> Form 5572 Submittal - Pension and OPEB</b>		
<b><u>Proposed Motion:</u> Accept and File Form 5572</b>		
<b><u>Background:</u></b>  Two of the most significant liabilities of the City include pension and retiree health care (OPEB). The State requires information related to these liabilities to be compiled annually on form 5572, reported to Council, and submitted to the State. Attached is that form.		
<b><u>Materials:</u></b>  Form 5572 - Pension and OPEB		

**The Protecting Local Government Retirement and Benefits Act (PA 202 of 2017) Health Care (OPEB) Report**

Enter Local Government Name	City of Farmington	Instructions: For a list of detailed instructions on how to complete and submit this form, visit <a href="http://michigan.gov/LocalRetirementReporting">michigan.gov/LocalRetirementReporting</a> .
Enter Six-Digit Municode	632050	
Unit Type	City	
Fiscal Year End Month	June	
Fiscal Year (four-digit year only, e.g. 2019)	2024	Questions: For questions, please email <a href="mailto:LocalRetirementReporting@michigan.gov">LocalRetirementReporting@michigan.gov</a> . Return this original Excel file. Do not submit a scanned image or PDF.
Contact Name (Chief Administrative Officer)	Jaime Pohlman	
Title if not CAO	Director of Finance and Administration	
CAO (or designee) Email Address	jpohlman@farmgov.com	
Contact Telephone Number	248-474-5500 x 5123	

OPEB System Name (not division) 1	Farmington Retiree Healthcare System	If your OPEB system is separated by divisions, you would only enter one system. For example, one could have different divisions of the same system for union and non-union employees. However, these would be only one system and should be reported as such on this form.
OPEB System Name (not division) 2		
OPEB System Name (not division) 3		
OPEB System Name (not division) 4		
OPEB System Name (not division) 5		

Line	Descriptive Information	Source of Data	System 1	System 2	System 3	System 4	System 5
1	Is this unit a primary government (County, Township, City, Village)?	Calculated	YES	YES	YES	YES	YES
2	Provide the name of your retirement health care system	Calculated from above	Farmington Retiree Healthcare System				
<b>3</b>	<b>Financial Information</b>						
4	Enter retirement health care system's assets (system fiduciary net position ending)	Most Recent Audit Report	9,760,295				
5	Enter retirement health care system's liabilities (total OPEB liability)	Most Recent Audit Report	8,547,265				
6	Funded ratio	Calculated	114.2%				
7	Actuarially determined contribution (ADC)	Most Recent Audit Report	43,568				
7a	Do the financial statements include an ADC calculated in compliance with <a href="#">Numbered Letter 2018-3?</a>	Most Recent Audit Report	YES				
8	Governmental Fund Revenues	Most Recent Audit Report	15,238,563				
9	All systems combined ADC/Governmental fund revenues	Calculated	0.3%				
<b>10</b>	<b>Membership</b>						
11	Indicate number of active members	Actuarial Funding Valuation used in Most Recent Audit Report	14				
12	Indicate number of inactive members	Actuarial Funding Valuation used in Most Recent Audit Report	3				
13	Indicate number of retirees and beneficiaries	Actuarial Funding Valuation used in Most Recent Audit Report	35				
14	Provide the amount of premiums paid on behalf of the retirees	Most Recent Audit Report or Accounting Records	379,906				
<b>15</b>	<b>Investment Performance</b>						
16	Enter actual rate of return - prior 1-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	11.13%				
17	Enter actual rate of return - prior 5-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	6.41%				
18	Enter actual rate of return - prior 10-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	6.34%				
<b>19</b>	<b>Actuarial Assumptions</b>						
20	Assumed Rate of Investment Return	Actuarial Funding Valuation used in Most Recent Audit Report	7.00%				
21	Enter discount rate	Actuarial Funding Valuation used in Most Recent Audit Report	7.00%				
22	Amortization method utilized for funding the system's unfunded actuarial accrued liability, if any	Actuarial Funding Valuation used in Most Recent Audit Report	Level Dollar				
23	Amortization period utilized for funding the system's unfunded actuarial accrued liability, if any	Actuarial Funding Valuation used in Most Recent Audit Report	16				
24	Is each division within the system closed to new employees?	Actuarial Funding Valuation used in Most Recent Audit Report	Yes				
25	Health care inflation assumption for the next year	Actuarial Funding Valuation used in Most Recent Audit Report	7.50%				
26	Health care inflation assumption - Long-Term Trend Rate	Actuarial Funding Valuation used in Most Recent Audit Report	3.50%				
<b>27</b>	<b>Uniform Assumptions</b>						
28	Enter retirement health care system's actuarial value of assets using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	8,685,701				
29	Enter retirement health care system's actuarial accrued liabilities using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	8,778,789				
30	Funded ratio using uniform assumptions	Calculated	98.9%				
31	Actuarially Determined Contribution (ADC) using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	123,197				
32	All systems combined ADC/Governmental fund revenues	Calculated	0.8%				
<b>33</b>	<b>Summary Report</b>						
34	Did the local government pay the retiree insurance premiums for the year?	Accounting Records	YES				
35	Did the local government pay the normal cost for employees hired after June 30, 2018?	Accounting Records	YES				
36	Does this system trigger "underfunded status" as defined by PA 202 of 2017?	<b>Primary government triggers:</b> Less than 40% funded AND greater than 12% ARC/Governmental fund revenues. <b>Non-Primary government triggers:</b> Less than 40% funded	NO	NO	NO	NO	NO

<b>Requirements (For your information, the following are requirements of P.A. 202 of 2017)</b>
Local governments must post the current year report on their website or in a public place
The local government must electronically submit the form to its governing body.
Local governments must have had an actuarial experience study conducted by the plan actuary for each retirement system at least every 5 years
Local governments must have had a peer actuarial audit conducted by an actuary that is not the plan actuary OR replace the plan actuary at least every 8 years.

By emailing this report to the Michigan Department of Treasury, the local government acknowledges that this report is complete and accurate in all known respects.



**FINANCIAL REPORT**  
**CITY OF FARMINGTON**  
**QUARTER ENDED SEPTEMBER 2024**

Submitted by:  
Jaime Pohlman, Director of Finance and Administration



# CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING SEPTEMBER 2024

## BUDGETED FUNDS:

REVENUES:	AMENDED BUDGET	YTD REVENUES	VARIANCE OVER (UNDER)	EXPENDITURES:	AMENDED BUDGET	YTD EXPENDITURES	VARIANCE OVER (UNDER)
<b>GENERAL FUND:</b>							
Property Taxes	6,590,579.00	6,219,878.47	(370,700.53)	General Government	2,565,590.00	581,673.81	(1,983,916.19)
Licenses & Permits	313,520.00	85,611.00	(227,909.00)	47th District Court	520,694.00	129,426.00	(391,268.00)
Federal Grants	30,357.00	1,122.00	(29,235.00)	Public Safety	5,333,462.00	1,266,965.06	(4,066,496.94)
State Shared Revenue and Grants	1,568,667.00	37,550.00	(1,531,117.00)	Public Works	1,498,675.00	285,194.71	(1,213,480.29)
Charges For Services	2,196,076.00	664,071.95	(1,532,004.05)	Health & Welfare	7,140.00	0.00	(7,140.00)
Fines & Forfeits	360,000.00	58,170.55	(301,829.45)	Debt	0.00	0.00	0.00
Other Revenue	533,588.00	108,646.00	(424,942.00)	Community & Economic Development	251,359.00	1,467.11	(249,891.89)
Transfer, Capital Improvement Fund	334,900.00	0.00	(334,900.00)	Recreation & Cultural	1,004,143.00	192,961.95	(811,181.05)
				Contingency	20,000.00	0.00	(20,000.00)
				Transfer, Other Funds	807,624.00	0.00	(807,624.00)
<b>Total Revenues:</b>	<b>11,927,687.00</b>	<b>7,175,049.97</b>	<b>(4,752,637.03)</b>	<b>Total Expenditures:</b>	<b>12,008,687.00</b>	<b>2,457,688.64</b>	<b>(9,550,998.36)</b>
Appropriation, Fund Equity	81,000.00	0.00		Transfer, Fund Equity	0.00	4,717,361.33	
<b>Total Revenues/Appr Fund Equity:</b>	<b>12,008,687.00</b>	<b>7,175,049.97</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>12,008,687.00</b>	<b>7,175,049.97</b>	

## CAPITAL IMPROVEMENT FUND:

Property Taxes	175,458.00	167,631.38	(7,826.62)	Transfer, General Fund	334,900.00	0.00	(334,900.00)
Investment Income	16,000.00	8,818.39	(7,181.61)	Transfer, Local Street Fund	0.00	0.00	0.00
			0.00	Transfer, Theater	70,000.00	0.00	(70,000.00)
<b>Total Revenues:</b>	<b>191,458.00</b>	<b>176,449.77</b>	<b>(15,008.23)</b>	<b>Total Expenditures:</b>	<b>404,900.00</b>	<b>0.00</b>	<b>(404,900.00)</b>
Appropriation, Fund Equity	213,442.00	0.00		Transfer, Fund Equity	0.00	176,449.77	
<b>Total Revenues/Appr Fund Equity:</b>	<b>404,900.00</b>	<b>176,449.77</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>404,900.00</b>	<b>176,449.77</b>	

## CAPITAL IMPROVEMENT MILLAGE FUND:

Property Taxes	877,289.00	838,159.54	(39,129.46)	Capital Outlay	4,571,050.00	20,418.20	(4,550,631.80)
State Shared Revenue and Grants	2,179,530.00	0.00	(2,179,530.00)	Debt	404,422.00	350.00	(404,072.00)
Investment Income	40,000.00	32,443.58	(7,556.42)				
DDA Contribution	104,222.00	0.00	(104,222.00)				
<b>Total Revenues:</b>	<b>3,201,041.00</b>	<b>870,603.12</b>	<b>(2,330,437.88)</b>	<b>Total Expenditures:</b>	<b>4,975,472.00</b>	<b>20,768.20</b>	<b>(4,954,703.80)</b>
Appropriation, Fund Equity	1,774,431.00	0.00		Transfer, Fund Equity	0.00	849,834.92	
<b>Total Revenues/Appr Fund Equity:</b>	<b>4,975,472.00</b>	<b>870,603.12</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>4,975,472.00</b>	<b>870,603.12</b>	

# CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING SEPTEMBER 2024

## BUDGETED FUNDS:

REVENUES:	AMENDED BUDGET	YTD REVENUES	VARIANCE OVER (UNDER)	EXPENDITURES:	AMENDED BUDGET	YTD EXPENDITURES	VARIANCE OVER (UNDER)
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### MAJOR STREET FUND:

State Shared Revenue and Grants	938,802.00	88,289.34	(850,512.66)	Operation & Maintenance	438,578.00	98,113.65	(340,464.35)
Contracts	147,198.00	6,343.33	(140,854.67)	Construction	1,424,200.00	4,762.57	(1,419,437.43)
Other Revenues	35,000.00	11,098.76	(23,901.24)	Transfer, Municipal Street Fund	230,000.00	0.00	(230,000.00)
Transfer, Municipal Street Fund	520,000.00			Debt Service	131,013.00	0.00	(131,013.00)
<b>Total Revenues:</b>	<b>1,641,000.00</b>	<b>105,731.43</b>	<b>(1,015,268.57)</b>	<b>Total Expenditures:</b>	<b>2,223,791.00</b>	<b>102,876.22</b>	<b>(2,120,914.78)</b>
Appropriation, Fund Equity	582,791.00	0.00		Transfer, Fund Equity	0.00	2,855.21	
<b>Total Revenues/Appr Fund Equity:</b>	<b>2,223,791.00</b>	<b>105,731.43</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>2,223,791.00</b>	<b>105,731.43</b>	

### LOCAL STREET FUND:

State Shared Revenue and Grants	389,325.00	36,581.12	(352,743.88)	Operation & Maintenance	342,740.00	82,518.43	(260,221.57)
Other Revenues	29,500.00	402.99	(29,097.01)	Construction	379,000.00	3,283.88	(375,716.12)
Transfer, Municipal Street Fund	75,000.00	0.00	(75,000.00)				
Transfer, Major Street Fund	230,000.00	0.00	(230,000.00)				
Transfer, Capital Improvement Fund	0.00	0.00	0.00				
<b>Total Revenues:</b>	<b>723,825.00</b>	<b>36,984.11</b>	<b>(686,840.89)</b>	<b>Total Expenditures:</b>	<b>721,740.00</b>	<b>85,802.31</b>	<b>(635,937.69)</b>
Appropriation, Fund Equity	0.00	48,818.20		Transfer, Fund Equity	2,085.00	0.00	
<b>Total Revenues/Appr Fund Equity:</b>	<b>723,825.00</b>	<b>85,802.31</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>723,825.00</b>	<b>85,802.31</b>	

### MUNICIPAL STREET FUND:

Property Taxes	615,857.00	585,647.22	(30,209.78)	Construction	595,000.00	0.00	(595,000.00)
State Shared Revenue	7,000.00	0.00	(7,000.00)				
Other Revenue	22,000.00	9,217.42	(12,782.58)				
<b>Total Revenues:</b>	<b>644,857.00</b>	<b>594,864.64</b>	<b>(49,992.36)</b>	<b>Total Expenditures:</b>	<b>595,000.00</b>	<b>0.00</b>	<b>(595,000.00)</b>
Appropriation, Fund Equity	0.00	0.00		Transfer, Fund Equity	49,857.00	594,864.64	
<b>Total Revenues/Appr Fund Equity:</b>	<b>644,857.00</b>	<b>594,864.64</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>644,857.00</b>	<b>594,864.64</b>	

# CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING SEPTEMBER 2024

## BUDGETED FUNDS:

REVENUES:	AMENDED BUDGET	YTD REVENUES	VARIANCE OVER (UNDER)	EXPENDITURES:	AMENDED BUDGET	YTD EXPENDITURES	VARIANCE OVER (UNDER)
<b>AMERICAN RESCUE ACT FUND:</b>							
Federal Grants	593,840.00	0.00	(593,840.00)	Public Safety	275,000.00	0.00	(275,000.00)
Other Grants	0.00	0.00	0.00	Construction	554,600.00	68,536.85	(486,063.15)
Other Revenue	27,000.00	10,593.43	(16,406.57)				
<b>Total Revenues:</b>	<b>620,840.00</b>	<b>10,593.43</b>	<b>(610,246.57)</b>	<b>Total Expenditures:</b>	<b>829,600.00</b>	<b>68,536.85</b>	<b>(275,000.00)</b>
Appropriation, Fund Equity	208,760.00	57,943.42		Transfer, Fund Equity	0.00	0.00	
<b>Total Revenues/Appr Fund Equity:</b>	<b>829,600.00</b>	<b>68,536.85</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>829,600.00</b>	<b>68,536.85</b>	
<b>OPIOID SETTLEMENT FUND</b>							
<b>Total Revenues:</b>	<b>4,500.00</b>	<b>7,557.24</b>	<b>3,057.24</b>	<b>Total Expenditures:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Appropriation, Fund Equity	0.00	0.00		Transfer, Fund Equity	4,500.00	7,557.24	
<b>Total Revenues/Appr Fund Equity:</b>	<b>4,500.00</b>	<b>7,557.24</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>4,500.00</b>	<b>7,557.24</b>	
<b>BROWNFIELD REDEVELOP AUTHORITY:</b>							
<b>Total Revenues:</b>	<b>35,900.00</b>	<b>31,213.36</b>	<b>(4,686.64)</b>	<b>Total Expenditures:</b>	<b>34,900.00</b>	<b>0.00</b>	<b>(34,900.00)</b>
Appropriation, Fund Equity	0.00	0.00		Transfer, Fund Equity	1,000.00	31,213.36	
<b>Total Revenues/Appr Fund Equity:</b>	<b>35,900.00</b>	<b>31,213.36</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>35,900.00</b>	<b>31,213.36</b>	
<b>CORRIDOR IMPROVEMENT AUTHORITY:</b>							
<b>Total Revenues:</b>	<b>87,000.00</b>	<b>66,416.29</b>	<b>(20,583.71)</b>	<b>Total Expenditures:</b>	<b>110,000.00</b>	<b>0.00</b>	<b>(110,000.00)</b>
Appropriation, Fund Equity	23,000.00	0.00		Transfer, Fund Equity	0.00	66,416.29	
<b>Total Revenues/Appr Fund Equity:</b>	<b>110,000.00</b>	<b>66,416.29</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>110,000.00</b>	<b>66,416.29</b>	
<b>DWTWN DEVELOPMENT AUTHORITY:</b>							
<b>Total Revenues:</b>	<b>1,595,707.00</b>	<b>706,728.00</b>	<b>(888,979.00)</b>	<b>Total Expenditures:</b>	<b>1,755,664.00</b>	<b>279,850.36</b>	<b>(1,475,813.64)</b>
Appropriation, Fund Equity	159,957.00	0.00		Transfer, Fund Equity	0.00	426,877.64	
<b>Total Revenues/Appr Fund Equity:</b>	<b>1,755,664.00</b>	<b>706,728.00</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>1,755,664.00</b>	<b>706,728.00</b>	
<b>TOTAL BUDGETARY FUNDS REVENUE:      \$20,673,815.00      \$9,782,191.36      TOTAL BUDGETARY FUNDS EXPENDITURES:      \$23,659,754.00      \$3,015,522.58</b>							

# CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING SEPTEMBER 2024

## SUPPLEMENTAL INFORMATION:

REVENUES:	AMENDED BUDGET	YTD REVENUES	VARIANCE OVER (UNDER)	EXPENDITURES:	AMENDED BUDGET	YTD EXPENDITURES	VARIANCE OVER (UNDER)
<b>WATER &amp; SEWER FUND:</b>							
Water & Sewer Sales	5,773,413.15	1,521,594.89	(4,251,818.26)	Operating & Maintenance	4,778,308.04	948,466.24	(3,829,841.80)
Other Revenue	100,236.00	16,112.19	(84,123.81)	<b>Total O &amp; M Expenditures:</b>	<b>4,778,308.04</b>	<b>948,466.24</b>	<b>(3,829,841.80)</b>
				Capital Outlay	942,092.00	105,356.19	(836,735.81)
				Debt, Principal and Interest	476,933.00	2,159.27	(474,773.73)
				Transfer, OPEB Debt Service	38,717.00	0.00	(38,717.00)
<b>Total Revenues:</b>	<b>5,873,649.15</b>	<b>1,537,707.08</b>	<b>(4,335,942.07)</b>	<b>Capital &amp; Debt Outlays</b>	<b>1,457,742.00</b>	<b>107,515.46</b>	<b>(1,350,226.54)</b>
Appropriation, Fund Equity	362,400.89			Transfer, Debt & Equity	0.00	481,725.38	
<b>Total O &amp; M/ Other Revenues:</b>	<b>6,236,050.04</b>	<b>1,537,707.08</b>		<b>Total O &amp; M Exp.&amp; Trans Debt &amp; Equity</b>	<b>6,236,050.04</b>	<b>1,537,707.08</b>	
<b>FARMINGTON COMMUNITY THEATER FUND:</b>							
Admission/Rentals/Concessions	434,314.00	92,992.20	(341,321.80)	Operation & Maintenance	520,943.00	116,617.00	(404,326.00)
Other Revenue	8,645.00	1,615.83	(7,029.17)	<b>Total O &amp; M Expenditures:</b>	<b>520,943.00</b>	<b>116,617.00</b>	<b>(404,326.00)</b>
Transfer, General Fund	72,000.00	0.00		Capital Outlay	70,000.00	0.00	(70,000.00)
Transfer, Capital Improvement Fund	70,000.00	0.00	(70,000.00)	Debt, Interest	6,160.00	0.00	(6,160.00)
				<b>Capital &amp; Debt Outlays</b>	<b>76,160.00</b>	<b>0.00</b>	<b>(76,160.00)</b>
<b>Total Revenues:</b>	<b>584,959.00</b>	<b>94,608.03</b>	<b>(418,350.97)</b>	Transfer, Fund Equity	0.00	0.00	
Appropriation, Fund Equity	12,144.00	22,008.97		<b>Total O &amp; M Exp.&amp; Trans Debt &amp; Equity</b>	<b>597,103.00</b>	<b>116,617.00</b>	
<b>Total Financing Sources:</b>	<b>597,103.00</b>	<b>116,617.00</b>					
<b>Total of Budgetary and Supplemental</b>	<b>27,132,423.15</b>	<b>11,414,506.47</b>			<b>30,492,907.04</b>	<b>4,188,121.28</b>	

<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date:</b> December 16, 2024	<b>Item Number 7A</b>
<b>Submitted by:</b> Charles Eudy, Superintendent		
<b>Agenda Topic:</b> Consideration to approve purchase of Zero turn lawn mower		
<b>Proposed Motion:</b> Move to approve purchase of a Hustler Super Z rear zero turn mower with bagger attachment from Marks Outdoor Power Equipment.		
<b>Background:</b>  Fiscal Year 24-25 allocated funds to replace one (1) of the two (2) zero turn lawn mowers the Public Works Department uses to maintain municipal properties. The current mower is 7 years old. The replacement schedule called for the replacement of this mower this Fiscal Year.  The Exmark Zero Turn Mowers have been a rugged dependable mower for commercial use, but the cost of the Exmark brand is escalating. Public Works staff have reviewed the Hustler brand and have had positive feedback from other municipalities. Quotes from other vendors were not solicited due to Marks Outdoor Power Equipment located in Northville, Mich., being a Sourcewell vendor, which is the State of Michigan equipment/vehicle purchasing program. Public Works recommends approving the purchase in the amount of \$16,759.37 for the Hustler Super Z Mower with the Tripple Bagger.  The retired Exmark will be listed for auction after delivery of the new mower. We estimate this mower should earn \$5,000 at auction.		
<b>Materials:</b> Marks Outdoor Power Equipment Hustler Turf Quote		

Q U O T A T I O N

MARK'S OUTDOOR POWER EQUIPMENT  
16959 Northville Rd.  
Northville, MI 48168  
Phone #: (248)349-3860  
Fax #: (248)348-9689

PHONE #:  
CELL #:  
ALT. #:  
P.O.#:  
TERMS: **Net 30**  
SALES TYPE: **Quote**

DATE: **11/22/2024**  
ORDER #: **157784**  
CUSTOMER #: **20628**  
CP: **Brad**  
LOCATION: **1**  
STATUS: **Active**

**BILL TO 20628**

FARMINGTON CITY OF  
33720 WEST NINE MILE RD.  
FARMINGTON, MI

**SHIP TO**

FARMINGTON CITY OF  
33720 WEST NINE MILE RD.  
FARMINGTON, MI

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
HUST	942839	35hp carbureted Super Z Kaw engine 60"	1	\$17,639.00	\$12,876.47	\$12,876.47
HUST	943571	Triple Bagger	1	\$3,399.00	\$2,651.22	\$2,651.22
HUST	128799	Hustler Bagger Adaptor	1	\$523.95	\$408.68	\$408.68

Prices reflected on this quote are valid for 30 days.

SUBTOTAL:	<b>\$15,936.37</b>
TAX:	<b>\$0.00</b>
<b>ORDER TOTAL:</b>	<b><u>\$15,936.37</u></b>

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



<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: December 16, 2024</b>	<b>Item Number 7B</b>
<b>Submitted by: Bob Houhanisin, Public Safety Director</b>		
<b>Agenda Topic:</b> Request to Approve the Purchase of License Plate Reader System known as FLOCK		
<b>Proposed Motion:</b> Approve FY 2024/25 budget request to purchase the FLOCK License plate Reader System in the amount of \$19,900.00 and install 4 license plate reader cameras within the City of Farmington.		
<p>The public safety department requests the purchase of the FLOCK License Plate Reader system. The Flock system is a network of license plate reading cameras which are positioned throughout southeast Michigan and the United States. The cameras all work in conjunction with each other, so the addition of 4 cameras within the City of Farmington would be a force multiplier to the overall system. By adding these cameras, FDPS will have access to hundreds of cameras and the system database. The camera system is not designed to be used to track any individuals specifically and only recognizes vehicles and license plates, which are open to public view and not constitutionally protected. The system is designed to investigate crimes such as robbery, homicide, kidnapping, theft, human trafficking, stolen vehicles, and other major criminal offenses. FLOCK has been credited with solving multiple major incidents in Metro Detroit and it has been an instrumental investigative resource for departments like Farmington Hills and Southfield Police Departments. The initial cost of \$19,900.00 covers the installation of the cameras and there is an annual reoccurring cost of \$15,500. The F/Y 24/25 budget contains a line item for \$19,300, however the difference between the budgeted amount and final FLOCK quote of \$19,900 (\$600) can be absorbed in the budget.</p> <p>The attached Master Services Agreement has been approved by City Attorneys</p>		
<b>Materials Attached:</b> <b>Master Services Agreement</b>		

## Master Services Agreement

This Master Services Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the entity identified in the signature block ("**Customer**") (each a "**Party**," and together, the "**Parties**"). This Agreement is effective on the date of mutual execution ("**Effective Date**"). Parties will sign an Order Form ("**Order Form**") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("**Notifications**");

**WHEREAS**, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

**WHEREAS**, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

**WHEREAS**, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("**Permitted Purpose**").

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Agreement**" means the order form (to be provided as Exhibit A, "Order Form"), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 "**Anonymized Data**" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 "**Authorized End User(s)**" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 "**Customer Data**" means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. "**Customer Hardware**" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 "**Effective Date**" means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 "**Embedded Software**" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 "**Flock Hardware**" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 "**Flock IP**" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 "**Flock Services**" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 "**Footage**" means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 "**Installation Services**" means the services provided by Flock for installation of Flock Services.

1.13 "**Permitted Purpose**" means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.14 "**Retention Period**" means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.15 "**Term**" means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.16 "**Web Interface**" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as "**Support Services**").

**2.4 Updates to Platform.** Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

**2.7 Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

### **3. CUSTOMER OBLIGATIONS**

**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. To the extent provided by law, Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "***Customer Obligations***").

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

### **4. DATA USE AND LICENSING**

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform

all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer ("**Customer Generated Data**"). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

**4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

## **5. CONFIDENTIALITY; DISCLOSURES**

**5.1 Confidentiality.** To the extent required by any applicable public records requests, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order or Freedom of Information Act request, provided that the Receiving Party uses its best efforts to give the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no

longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

**5.2 Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

**5.3 Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

## **6. PAYMENT OF FEES**

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

**6.2 Notice of Changes to Fees.** In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

**6.3 Taxes.** To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

## **7. TERM AND TERMINATION**

**7.1 Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

**7.2 Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("**Cure Period**"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**7.3 Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

## **8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER**

**8.1 Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

**8.2 Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule



(<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

**8.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**8.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

**8.5 Insurance.** Flock will maintain commercial general liability policies consistent with the foregoing and as attached and incorporated as Exhibit B. For activities requiring a permit on roads under the jurisdiction of the Michigan Department of Transportation, Flock shall provide a certificate of insurance that includes as a named insured the State of Michigan, the Michigan Transportation Commission, the Michigan Department of Transportation, and all officers, agents, and employees of those governmental bodies performing permit activities for MDOT, and all officers, agents, and employees pursuant to a maintenance contract with MDOT. Certificates of Insurance shall be provided to Agency. Notwithstanding, the scope of Flock's insurance obligations as it pertains to the aforementioned sentence, is limited to those directly resulting from permitting. Flock shall also name the City of Farmington, its officials, employees and agents as an additional insured on its commercial general liability policy. Flock shall provide a copy of its certificate of insurance to Agency and shall provide Agency with thirty (30) days' advanced notice of any changes to its insurance.

**8.6 Force Majeure.** Neither Party is responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

## 9. LIMITATION OF LIABILITY; INDEMNITY

**9.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

**9.2 Responsibility.** To the extent provided by law, each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. To the extent provided by law, each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees. Except for claims arising from the gross negligence or willful misconduct by employees, deputies, officers, or agents of the State of Michigan, the Michigan Transportation Commission or MDOT, Flock shall not assert any claims against the State of Michigan, the Michigan Transportation Commission or MDOT and all officers, agents and employees thereof, relating to activities under the Agreement, solely as it pertains to the limited scope of permitting activities.

**9.3 Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months. As required by the Michigan Department of Transportation ("MDOT"), for work performed by Flock on roads under the jurisdiction of MDOT, Flock shall hold harmless, indemnify and defend in litigation, the State of Michigan, MDOT and their agents and employees against any claims for damages to public or private property and for injuries to persons arising from the performance of work, performed by Flock, except for claims that result from the negligence of MDOT. This requirement to indemnify MDOT and the State of Michigan remains until Flock achieves final acceptance by Agency of work performed by Flock on roads under MDOT's

jurisdiction. Flock shall indemnify and hold harmless Agency against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from a breach of this Amendment, Flock's performance or failure to perform under this Amendment.

## **10. INSTALLATION SERVICES AND OBLIGATIONS**

**10.1 Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer. Notwithstanding the foregoing, Flock understands that some of the possible locations may be under the control of the Oakland County Road Commission or the Michigan Department of Transportation and not under the control of Customer. Flock will work with and follow the requirements of those other entities for locations that are not under the control of Customer.

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, repositioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations that are road right-of-ways under the jurisdiction of Customer and to make any necessary inspections or maintenance in connection with such installation. Customer does not have the right, title or authority to authorize Flock to install the Flock Hardware at any location that is under the jurisdiction of the Oakland County Road Commission or the Michigan Department of Transportation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## **11. MISCELLANEOUS**

**11.1 Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

**11.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**11.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

**11.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer. Any work performed by Flock for Agency will be solely as a contractor to Agency and not as a contractor or agent for MDOT.

**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the state of Michigan. The Parties hereto agree that venue would be proper in the 47<sup>th</sup> District Court for the State of Michigan, the State of Michigan 6<sup>th</sup> Judicial Circuit Court and the United States Federal

Court for the Eastern District of Michigan-Southern Division. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

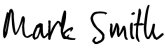
1170 HOWELL MILL ROAD, NW SUITE 210  
ATLANTA, GA 30318  
ATTN: LEGAL DEPARTMENT  
EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: City of Farmington, 23600 Liberty, Farmington, MI 48335  
ATTN: Public Safety Director and City Clerk  
EMAIL:

FLOCK GROUP, Inc.

THE CITY OF FARMINGTON

Signed by:  
  
AC5C931454C24F3...

By: Mark Smith  
Date: 11/22/2024

By: David Murphy, City Manager  
Date: \_\_\_\_\_

EXHIBIT A  
ORDER FORM



**EXHIBIT A**  
**ORDER FORM**

Customer: MI - Farmington Dept Of Public Safety  
 Legal Entity Name: MI - Farmington Dept Of Public Safety  
 Accounts Payable Email: tanderson@farmgov.com  
 Address: 23600 Liberty St Farmington, Michigan 48335

Initial Term: 12 Months  
 Renewal Term: 24 Months  
 Payment Terms: Net 30  
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
 Retention Period: 30 Days

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$15,500.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™ - Essentials	Included	1	Included
Enhanced LPR Upgrade -	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon® -	Included	4	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee -	\$650.00	1	\$650.00
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region -	\$1,250.00	3	\$3,750.00

<b>Subtotal Year 1:</b>	\$19,900.00
<b>Annual Recurring Subtotal:</b>	\$15,500.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$19,900.00

*The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.*

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*



### **Billing Schedule**

<b>Billing Schedule</b>	<b>Amount (USD)</b>
<b>Year 1</b>	
At Contract Signing	\$19,900.00
<b>Annual Recurring after Year 1</b>	\$15,500.00
<b>Contract Total</b>	\$19,900.00

\*Tax not included

## Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS™ - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Enhanced LPR Upgrade -	The Enhanced LPR Package is a software add-on for any of the FlockOS® tiers designed to help detectives and patrol officers conduct more efficient, informed, and collaborative investigations. Its advanced License Plate Recognition (LPR) features streamline investigations, providing officers with immediate access to essential information and improving communication within and across departments.
Flock Safety Falcon® -	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region -	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.

## FlockOS Features & Description

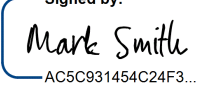
FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Convoy Search	Unearth hidden connections by detecting suspect vehicles that frequently travel together. This tool is invaluable for investigating organized or serial crimes and identifying accomplices.
Visual Search	Transforms any digital photo into a potent investigative lead, enhancing evidence collection. Upload the image of a vehicle into FlockOS® to initiate a reverse image search that will help you identify crucial suspect vehicle information and unlock dead-end investigations.
Multi Geo Search	Connects the dots between multiple crimes and crime scenes. Link a suspect vehicle to multiple incidents based on location, without needing a vehicle description or plate number.
Custom Hot List Attachments	The ability to add case notes, photos, reports, and other relevant case information to Custom Hot List Alerts
Custom Hot List Deconfliction	Allows Flock Safety users to identify overlapping investigations within their agency and within other law enforcement agencies and provide the contact information of opted-in parties to facilitate collaboration.
Unlimited Vehicle Description Alerts	Users can set up and receive notifications for suspect vehicles based on body type, make, color, location and timeframe. Notifications are sent via app, SMS or email when a vehicle matching the predetermined criteria passes a camera in your organization's network.

**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.**

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: MI - Farmington Dept Of Public Safety**

Signed by:  
  
By: \_\_\_\_\_  
AC5C931454C24F3...

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

Name: Mark Smith

Name: \_\_\_\_\_

Title: General Counsel

Title: \_\_\_\_\_

Date: 11/22/2024

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

PO Number: \_\_\_\_\_

EXHIBIT B

**INSURANCE**

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII".

For activities requiring a permit on roads under the jurisdiction of the Michigan Department of Transportation ("MDOT"), Flock shall provide a certificate of insurance that includes as a named insured the State of Michigan, the Michigan Transportation Commission, the Michigan Department of Transportation, and all officers, agents, and employees of those governmental bodies performing permit activities for MDOT, and all officers, agents, and employees pursuant to a maintenance contract with MDOT. Certificates of Insurance shall be provided to Agency. Notwithstanding, the scope of Flock's insurance obligations as it pertains to the aforementioned sentence, is limited to those directly resulting from permitting. Flock shall also name the City of Farmington, its officials, employees and agents as an additional insured on its commercial general liability policy. Flock shall provide a copy of its certificate of insurance to Agency and shall provide Agency with thirty (30) days' advanced notice of any changes to its insurance.

Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Agency and MDOT can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock's Cyber and Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

**Types and Amounts Required.** Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Workers Compensation** insurance in accordance with statutory limits;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

EXHIBIT C  
IMPLEMENTATION GUIDE

# Customer Implementation Guide

# Law Enforcement



flock safety

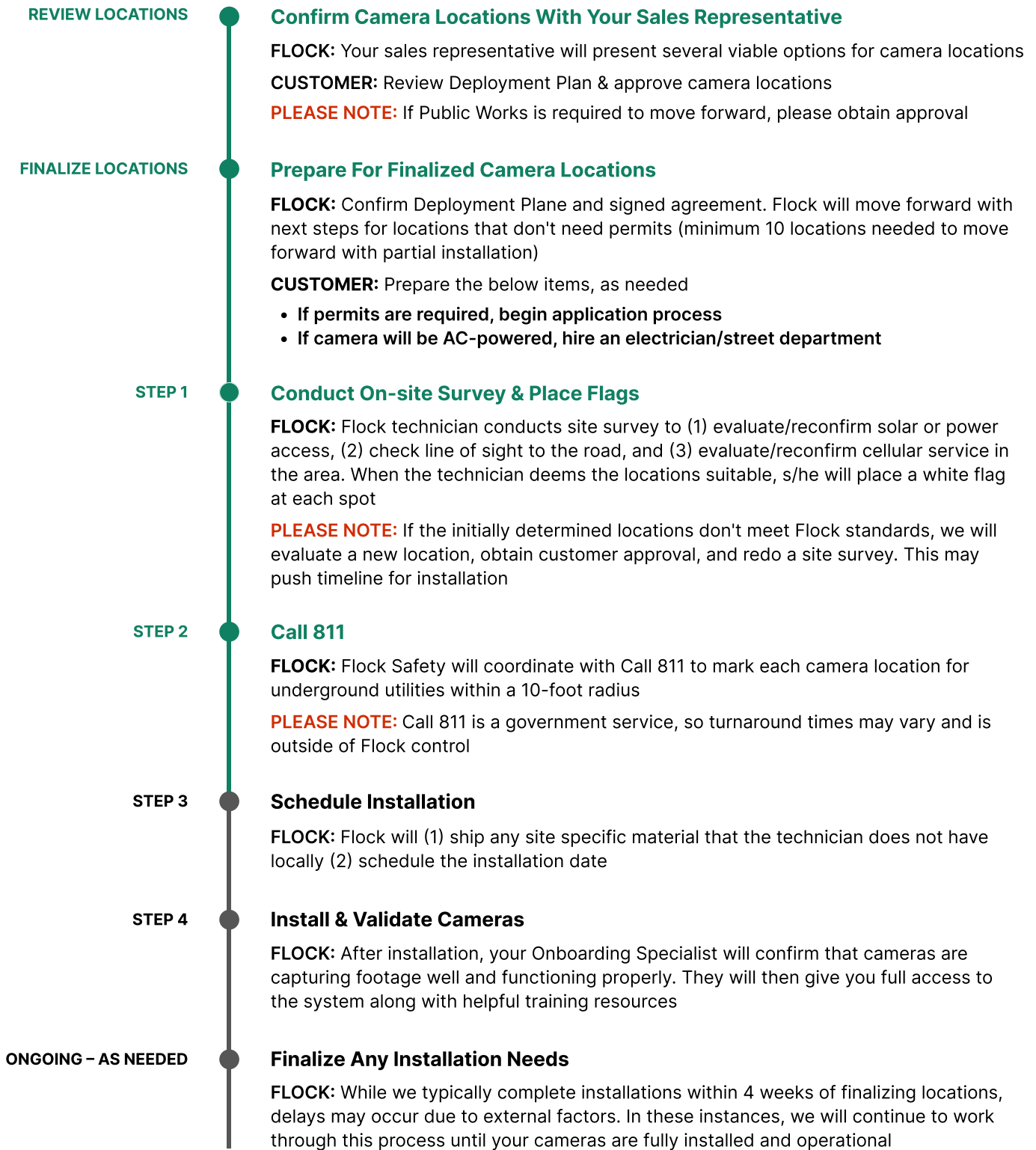
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# Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



# Flock Safety Team

Implementation Team	How They Will Support You
 <p data-bbox="217 688 495 730"><b>Project Manager</b></p>	<p data-bbox="607 380 1349 464">Your <b>Project Manager</b> is your <b>primary contact during camera installation.</b></p> <p data-bbox="607 499 1414 821">Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.</p>
 <p data-bbox="217 1318 495 1402"><b>Field Operations Team</b></p>	<ul data-bbox="626 1010 1422 1808" style="list-style-type: none"> <li>• The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product.</li> <li>• They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location.</li> <li>• <b>*Note*:</b> For <b>all installation questions or concerns</b>, please always direct them to your <b>Customer Success Manager</b> and not the technician.</li> </ul>

Relationship Team	How They Will Support You
 <p><b>Customer Success Manager</b></p>	<p>Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p>While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.</p> <p>Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:</p> <ul style="list-style-type: none"><li>• Set up Account Training</li><li>• Understand benefits of features</li><li>• Learning best practices for getting relevant data</li><li>• Identifying opportunities to expand the security network in your area</li><li>• Provide feedback on your partnership with Flock</li></ul>
 <p><b>Flock Safety Support</b></p>	<p>The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. <b>To get in touch with support</b>, simply email <a href="mailto:support@flocksafety.com">support@flocksafety.com</a> or call <b>866-901-1781 Mon-Fri 8am-8pm EST</b>.</p> <p>Support can help you:</p> <ul style="list-style-type: none"><li>• Request camera maintenance</li><li>• Troubleshoot online platform</li><li>• Contract / Billing questions</li><li>• Update account information</li><li>• Camera Sharing questions</li><li>• Quick “How to” questions in your Flock Account</li></ul>

Outside Party	When They May Be Involved
Electrician/Street Department	If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

**PLEASE NOTE:** On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

# Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

	Existing Infrastructure Install	Standard Install	Advanced Install
<b>Pole</b>	None	Flock	NCHRP 350 / MASH
<b>Timeline</b>	Short	Medium	Longest
<b>Cost</b>	Lowest	Mid	Highest

## Existing Infrastructure Implementation

**COST:** \$150 per camera (one time cost)

### Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
  - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
  - Installation of camera and solar panel or AC adapter box on a suitable existing pole

- Types of existing infrastructure such as existing utility, light, and traffic signal poles.
- Pole no higher than 8'-12' (approval at Flock Safety's discretion)
- Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
  - Access requiring up to a 14' using an A-frame ladder
  - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

## Out Of Scope:

By default, Flock does **not** include the following as part of the **Existing Infrastructure Implementation Service** but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 811 'Call-before-you-Dig' system
- Installation of any poles including but not limited to
  - Standard, 12' above grade [Flock breakaway pole](#)
  - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician.

- Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

## Standard Implementation

**COST:** \$650 per camera (one time cost)

### Included In Scope:

Once designated locations are approved by the customer, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**

- Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
  - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

## Out Of Scope:

By default, Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
  - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)



- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

## Advanced Implementation

**COST:** \$1,900 per camera (one time cost)

### Included In Scope:

Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel on a suitable **NCHRP 350 or MASH** approved pole.
  - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
    - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).

Electrical work requiring a licensed electrician and associated costs, not included in the scope.

- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

## Out Of Scope:

By default, Flock does not include the following as part of the **Advanced Implementation Service** but can optionally provide a quote for sourcing (additional cost):

- Installation on **Standard, 12' above grade Flock breakaway pole** or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

# Things to Consider When Selecting Locations

## Falcon Cameras



- Use Cases
  - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
  - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
  - They capture vehicles driving away from an intersection.
  - They cannot point into the middle of an intersection.
  - They should be placed after the intersection to prevent stop and go motion activation or “stop and go” traffic.
- Mounting
  - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles.\*
  - They should be mounted one per pole.\*\* If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).\*\*\*
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

\* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

\*\* Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

\*\*\* Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.

## Solar Panels

Solar panels need unobstructed southern-facing views.



## Pole

If a location requires a "DOT Pole" (i.e., Advanced Pole, **not** Flock standard pole), the implementation cost will be \$5,000/camera.



# Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the **customer is responsible** for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

## How to Get Started with a Powered Install



### 1. Create a Deployment Plan

Work with us to select the best location(s) for Flock Safety cameras and power sources

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### 2. Acquire an Electric Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera

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### 3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of cameras

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### 4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present

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### 5. Install Camera

Flock will install the camera and AC power kit at the specified camera location

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### 6. Connect Camera to Power

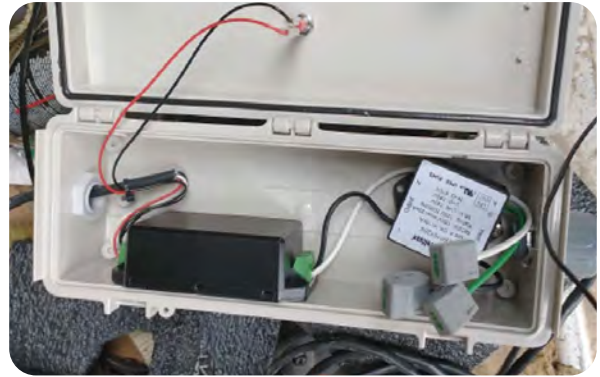
Notify the electrician that the camera is ready for the power connection installation

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# Electrician Handout

## Electrician Installation Steps

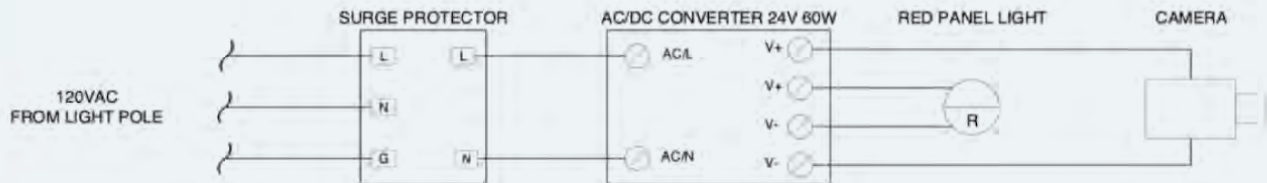


1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
  - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
  - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
  - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:

**Southeast Region - (678) 562-8766**

**West-Region - (804) 607-9213**

**Central & NE Region - (470) 868-4027**



## **FAQs about AC-Powered Flock Cameras**

### **What voltage is supported?**

The AC kit is designed to work with 120VAC Infrastructure by default. A 240VAC version is available on request.

### **How much power does this consume?**

Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.

### **Who is responsible for contracting the electrician?**

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

### **Who is responsible for maintenance?**

Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

- If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

### **How much does it cost?**

Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.

### **What information do I need to provide my electrician?**

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.

**Can you plug it into my existing power outlet?** The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.

**How long does this process typically take?**

The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

**What kind of electrician should I look for?**

Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

**What happens if the electrician damages the equipment?**

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

**When should the electrician perform his work?**

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

**What if my electrician has questions about Flock's AC Kit?**

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

**What if the AC power is on a timer?**

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.



# Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What Is Covered By Flock	What Is NOT Covered By Flock	Special Note
Flock Cameras & Online Platform	Traffic Control And Any Associated Costs	
Mounting Poles	*DOT Approved Pole Cost Electrician & Ongoing Electrical Costs	
AC Power Kit (As Needed)	Engineering Drawings	
Solar Panels (As Needed)	Relocation Fees	<i>Excluding Changes During Initial Installation</i>
Site Surveys And Call 811 Scheduling	Contractor Licensing Fees	
Installation Labor Costs	Permit Application Processing Fees	
Customer Support / Training	Specialist Mounting Equipment	<i>Including, But Not Limited To, **MASH Poles Or Adapters</i>
Cellular Data Coverage	Bucket Trucks	
Maintenance Fees (Review <a href="#">Fees Sheet</a> For More Details)	Loss, Theft, Damage To Flock Equipment	
Data Storage For 30 Days	Camera Downtime Due To Power Outage	<i>Only Applicable For AC-Powered Cameras</i>
	***Field Technician Maintenance For <b>Falcon™ Flex</b>	

\*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

\*\*MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

\*\*\*If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of \$800

# Permitting: Pre-Install Questionnaire

## 1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**.
- The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

## 2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
  - What is the RoW buffer?
  - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
  - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
    - Note: A bucket truck is required if the height exceeds 15 feet tall.

## 3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered **installation kit**?
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
  - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
  - Double Panel: 21.25" x 28" x 2" (LxWxD)

## 4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?\***

**PLEASE NOTE:** If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.

- **If full traffic control is required (cones, arrow boards, etc.):**
  - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
  - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
  - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is not required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
  - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

## 5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

## 6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
  - Permitting
  - Public Works
  - Traffic Department

## \*Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan (“Reinstalls”) driven by a Customer’s request will incur a fee per the table below.

### What Services Incur Fees:

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
  - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy  
<https://www.flocksafety.com/reinstall-fee-schedule>
- Misc billables for out of scope items for each implementation

### Incurred Fees:

- Camera relocation
  - Existing infrastructure (non-AC powered)..... **\$350**
  - Flock pole (non-AC powered)..... **\$750**
  - Advanced pole (non-AC powered)..... **\$5000**
- Replacements
  - Camera only as a result of vandalism, theft, or damage ..... **\$800**
  - Pole replacement only as a result of vandalism, theft, or damage
    - Flock pole ..... **\$500**
    - Advanced pole ..... **\$5000**
  - Full replacement as a result of vandalism, theft, or damage
    - Flock pole, camera, and solar (non-AC Powered)..... **\$1300**
    - Advanced pole, camera, and solar (non-AC Powered)..... **\$5800**

- Trip charge ..... **\$350**
  - Examples:
    - Angle adjustment (elective)
    - Install additional Flock signage

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email [support@flocksafety.com](mailto:support@flocksafety.com).

## Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

[How do I search camera footage?](#)

[How do I add a user?](#)

[How do I add a vehicle to my own Hot List?](#)

[How do I enable browser notifications for Hot List alerts?](#)

[How do I get text alerts for Hot List?](#)

[How do I request camera access from other nearby agencies?](#)

[How do I use the National Lookup to search for a plate?](#)

*(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)*

[How do I reset my / another user's password?](#)

## Customer Support

You can reach our customer support team anytime by emailing [support@flocksafety.com](mailto:support@flocksafety.com). They can help answer any “How-To” questions you may have.

<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date:</b> December 16, 2024	<b>Item Number 7C</b>
<b>Submitted by:</b> Charles Eudy, Superintendent		
<b>Agenda Topic:</b> Construction Estimate No. 9 for the Sidewalk Improvement Program		
<b>Proposed Motion:</b> Move to approve payment to Luigi Ferdinandi & Son Cement Company, Construction Estimate No. 9 in the amount of \$16,000 for the Farmington Sidewalk Improvement Program.		
<b>Background:</b> <p>In conjunction with the city’s consulting engineer’s Orchard Hiltz &amp; McCliment Advisors (OHM), bids were solicited for the Farmington 2020/21 Sidewalk Program. The selection of selection of the areas to be replaced was based upon the condition of the sidewalks and other upcoming construction projects. The project was awarded to Luigi Ferdinandi &amp; Son Cement Company Incorporated of Roseville Michigan at the March 2020 Council Meeting.</p> <p><u>Construction Estimate No.9:</u> Is releasing \$16,000 of retainage held for sidewalk replacement north of Shiawassee and east of Power Road. This is the third year of improvements in this area and only one street is left to be completed next fiscal year. Sidewalks in this area were prioritized on the severity of displacement and the allocated funding. Sidewalk replacements were conducted on entire lengths of streets, knowing some streets would be postponed until next fiscal year.</p> <p>Orchard Hiltz &amp; Climate recommend payment to Luigi Ferdinandi &amp; Son Cement Company Incorporated in the amount of \$16,000 which represents a release of retainage for work completed this fiscal year. Retainage will be maintained at \$500.00 pending proposed unit price increases for next fiscal year sidewalk program. Total earnings this period is \$330,129.36.</p> <p>Luigi’s Ferdinandi &amp; Sons has been a great contractor to work with, and has worked well with the residents, and OHM who is conducting this project. City Administration would like City Council to consider extending the contract to next Fiscal Year.</p>		
<b>Materials:</b> OHM Payment Application No. 9		



December 11, 2024

Mr. Chuck Eudy  
DPW Superintendent  
City of Farmington  
33720 W. 9 Mile Road  
Farmington, Michigan 48335

Regarding: City of Farmington – 2020 Sidewalk Program  
OHM Job No. 0111-19-0030

Dear Mr. Eudy:

Enclosed are Payment Application No. 9 and Contractor Declaration for the referenced project. If you concur, please sign and return a pdf to OHM for our files.

Luigi Ferdinandi & Son Cement Company Inc. has completed the work shown on the attached payment application for the period ending November 06, 2024, and we would recommend payment to the Contractor in the amount of **\$16,000.00**.

Sincerely,  
OHM Advisors

A handwritten signature in black ink, appearing to read "Matt Parks".

---

Matt Parks, P.E.  
Client Representative

cc: Joshua Leach, Assistant Superintendent (via e-mail)  
Luigi Ferdinandi, Luigi Ferdinandi & Son Cement Company Inc. (via email)  
Michael McNutt, OHM (via email)  
File

P:\0101\_0125\0111190030\_2020\_Sidewalk\_Program\\_Construction\Pay App\_CO\PA\No.9

**OHM Advisors**  
34000 PLYMOUTH ROAD  
LIVONIA, MICHIGAN 48150

T 734.522.6711  
F 734.522.6427

OHM-Advisors.com



**PAYMENT APPLICATION**

**Project:** City of Farmington - 2020 Sidewalk Program

**Job Number:** 0111-19-0030

Number: 9

Period End Date: 11/6/2024

Status: Approved

**CONTRACTOR:** Luigi Ferdinandi & Son Cement Company Inc.

16481 Common Road

Roseville, MI 48066

(586) 774-1000

**OWNER:** City of Farmington

23600 Liberty Street

Farmington, MI 48335

(248) 474-5500

Contract Start Date: 6/8/2020

Contract End Date: 9/15/2020

Contract Duration: 99

Print Date: 12/11/2024

SCHEDULE On  
STATUS:  
NOTE:

Original Contract Amount:	\$443,878.00	Change Order 1:	\$13,252.00	Earnings This Period:	\$0.00
Change Orders Amount:	\$1,092,060.72	Change Order 2:	\$236,326.23	Earnings To Date:	\$1,535,938.72
Current Contract Amount:	\$1,535,938.72	Change Order 3:	\$5,753.31	Previous Retainage Amount:	\$16,500.00
		Change Order 4:	\$220,133.59	Retainage This Period:	(\$16,000.00)
		Change Order 5:	\$60,181.76	Less Total Retained To Date:	\$500.00
		Change Order 6:	\$199,943.48	Net Earned:	\$1,535,438.72
		Change Order 7:	\$9,250.33	Previous Earnings:	\$1,519,438.72
		Change Order 8:	\$348,406.85	Amount Due Contractor:	\$16,000.00
		Change Order 9:	\$21,409.45	Amount Due Contractor includes (\$16,000.00) of previously held retainage	
Retainage: Lump Sum		Change Order 10:	(\$22,596.26)		
			\$1,092,060.72		

**Approved By**

Chuck Eudy - Public Works Superintendent - City of Farmington

**Recommended By**

Michael McNutt, Construction Group Manager

**Michael McNutt**

Digitally signed by Michael McNutt  
DN: cn=Michael.McNutt@ohm-advisors.com, o=OHM  
Date: 2024.12.11 11:53:09-0500

Date 12/11/24

Date \_\_\_\_\_

**OHM Advisors**

34000 Plymouth Road  
Livonia, MI 48150

(734) 522-6711

OHM-Advisors.com



City of Farmington - 2020 Sidewalk Program

Items

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
<b>Division: A - Floral Park</b>									
1	Audio Video Route Survey, Div. I	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
2	Mobilization, Max. \$4000, Div. I	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
3	Traffic Maintenance and Control, Div. I	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
4	Curb and Gutter, Rem	484.00 Ft	538.50	\$10.00	0.00	0.00	\$0.00	538.50	\$5,385.00
5	Sidewalk, Rem	1738.00 Syd	2302.00	\$18.00	0.00	0.00	\$0.00	2302.00	\$41,436.00
6	Pavt, Rem	587.00 Syd	2.00	\$18.00	0.00	0.00	\$0.00	2.00	\$36.00
7	Sidewalk Ramp, Rem	602.00 Syd	790.00	\$18.00	0.00	0.00	\$0.00	790.00	\$14,220.00
8	Excavation, Earth	46.00 Cyd	0.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
9	Undercut Aggregate, 21AA Limestone	43.00 Cyd	0.00	\$30.00	0.00	0.00	\$0.00	0.00	\$0.00
10	Aggregate Base, 21AA Limestone, 8 inch	176.00 Syd	0.00	\$18.00	0.00	0.00	\$0.00	0.00	\$0.00
11	Maintenance Aggregate, 21AA Limestone	10.00 Ton	0.00	\$30.00	0.00	0.00	\$0.00	0.00	\$0.00
12	Structure Cover, Adj	4.00 Ea	3.00	\$250.00	0.00	0.00	\$0.00	3.00	\$750.00
13	Hand Patching	3.00 Ton	0.00	\$250.00	0.00	0.00	\$0.00	0.00	\$0.00
14	Conc Pavt, Nonreinf, 8 inch	89.00 Syd	2.00	\$81.00	0.00	0.00	\$0.00	2.00	\$162.00
15	Curb and Gutter, Conc, Det.F4	136.00 Ft	0.00	\$40.00	0.00	0.00	\$0.00	0.00	\$0.00
16	Curb Ramp Opening, Conc	348.00 Ft	0.00	\$40.00	0.00	0.00	\$0.00	0.00	\$0.00
17	Detectable Warning Surface	290.00 Ft	573.50	\$40.00	0.00	0.00	\$0.00	573.50	\$22,940.00
18	Sidewalk Ramp, Conc, 6 inch	5449.00 Sft	309.00	\$40.00	0.00	0.00	\$0.00	309.00	\$12,360.00
19	Sidewalk, Conc, 4 inch	13425.00 Sft	3967.00	\$8.00	0.00	0.00	\$0.00	3967.00	\$31,736.00
20	Sidewalk, Conc, 6 inch	2300.00 Sft	21481.00	\$6.00	0.00	0.00	\$0.00	21481.00	\$128,886.00
21	Irrigation Repair Allowance	1.00 Dir	2601.00	\$7.00	0.00	0.00	\$0.00	2601.00	\$18,207.00
61	Structure Reconstruct	0.00 Ls	1.00	\$1,500.00	0.00	0.00	\$0.00	1.00	\$1,500.00
62	Restoration	0.00 Ls	1.00	\$3,600.00	0.00	0.00	\$0.00	1.00	\$3,600.00
				<b>A - Floral Park Sub-Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$296,168.00</b>
				<b>Retainage</b>			<b>(\$1.10)</b>		
<b>Division: B - Cloverdale Park</b>									
22	Audio Video Route Survey, Div. II	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
23	Mobilization, Max. \$4000, Div. II	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
24	Traffic Maintenance and Control, Div. II	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
25	Stump, Rem, 6 inch to 18 inch	1.00 Ea	1.00	\$750.00	0.00	0.00	\$0.00	1.00	\$750.00
26	Curb and Gutter, Rem	220.00 Ft	243.00	\$10.00	0.00	0.00	\$0.00	243.00	\$2,430.00
27	Sidewalk, Rem	1307.00 Syd	1273.00	\$18.00	0.00	0.00	\$0.00	1273.00	\$22,914.00
<b>OHM Advisors</b>									
34000 Plymouth Road									
Livonia, MI 48150									
(734) 522-6711									
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City of Farmington - 2020 Sidewalk Program

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date	
28	Pavt, Rem	43.00 Syd	50.00	\$18.00	0.00	0.00	\$0.00	50.00	\$900.00	
29	Sidewalk Ramp, Rem	331.00 Syd	403.00	\$18.00	0.00	0.00	\$0.00	403.00	\$7,254.00	
30	Excavation, Earth	42.00 Cyd	0.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00	
31	Undercut Aggregate, 21AA Limestone	42.00 Cyd	0.00	\$30.00	0.00	0.00	\$0.00	0.00	\$0.00	
32	Aggregate Base, 21AA Limestone, 8 inch	131.00 Syd	0.00	\$18.00	0.00	0.00	\$0.00	0.00	\$0.00	
33	Maintenance Aggregate, 21AA Limestone	10.00 Ton	0.00	\$30.00	0.00	0.00	\$0.00	0.00	\$0.00	
34	Structure Cover, Adj	8.00 Ea	2.00	\$250.00	0.00	0.00	\$0.00	2.00	\$500.00	
35	Hand Patching	7.00 Ton	3.00	\$250.00	0.00	0.00	\$0.00	3.00	\$750.00	
36	Conc Pavt, Nonreinf, 8 inch	27.00 Syd	50.00	\$88.00	0.00	0.00	\$0.00	50.00	\$4,400.00	
37	Curb and Gutter, Conc, Det F4	70.00 Ft	26.40	\$40.00	0.00	0.00	\$0.00	26.40	\$1,056.00	
38	Curb Ramp Opening, Conc	150.00 Ft	216.60	\$40.00	0.00	0.00	\$0.00	216.60	\$8,664.00	
39	Detectable Warning Surface	125.00 Ft	104.00	\$40.00	0.00	0.00	\$0.00	104.00	\$4,160.00	
40	Sidewalk Ramp, Conc, 6 inch	2975.00 Sft	819.00	\$8.00	0.00	0.00	\$0.00	819.00	\$6,552.00	
41	Sidewalk, Conc, 4 inch	9300.00 Sft	11926.00	\$6.00	0.00	0.00	\$0.00	11926.00	\$71,556.00	
42	Sidewalk, Conc, 6 inch	2475.00 Sft	2067.00	\$7.00	0.00	0.00	\$0.00	2067.00	\$14,469.00	
<b>B - Cloverdale Park Sub-Total:</b>							<b>\$0.00</b>		<b>\$153,855.00</b>	
<b>Retainage</b>										

**Division: C - Leelane & Orchard Lake**

43	Audio Video Route Survey, Div. III	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
44	Mobilization, Max. \$2500, Div. III	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
45	Traffic Maintenance and Control, Div. III	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
46	Curb and Gutter, Rem	52.00 Ft	73.00	\$10.00	0.00	0.00	\$0.00	73.00	\$730.00
47	Sidewalk, Rem	138.00 Syd	195.30	\$18.00	0.00	0.00	\$0.00	195.30	\$3,515.40
48	Pavt, Rem	3.00 Syd	462.70	\$18.00	0.00	0.00	\$0.00	462.70	\$8,328.60
49	Sidewalk Ramp, Rem	17.00 Syd	0.00	\$18.00	0.00	0.00	\$0.00	0.00	\$0.00
50	Excavation, Earth	8.00 Cyd	0.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
51	Undercut Aggregate, 21AA Limestone	8.00 Cyd	0.00	\$30.00	0.00	0.00	\$0.00	0.00	\$0.00
52	Aggregate Base, 21AA Limestone, 8 inch	14.00 Syd	0.00	\$27.00	0.00	0.00	\$0.00	0.00	\$0.00
53	Maintenance Aggregate, 21AA Limestone	2.00 Ton	19.87	\$50.00	0.00	0.00	\$0.00	19.87	\$993.50
54	Conc Pavt, Nonreinf, 8 inch	3.00 Syd	74.10	\$108.00	0.00	0.00	\$0.00	74.10	\$8,002.80
55	Curb and Gutter, Conc, Det F4	2.00 Ft	127.20	\$50.00	0.00	0.00	\$0.00	127.20	\$6,360.00
56	Curb Ramp Opening, Conc	50.00 Ft	0.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
57	Detectable Warning Surface	5.00 Ft	0.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
58	Sidewalk Ramp, Conc, 6 inch	148.00 Sft	9.30	\$10.00	0.00	0.00	\$0.00	9.30	\$93.00
59	Sidewalk, Conc, 4 inch	1240.00 Sft	2158.10	\$8.00	0.00	0.00	\$0.00	2158.10	\$17,264.80
60	Restoration for Division III at Violet	0.00 Syd	220.20	\$10.00	0.00	0.00	\$0.00	220.20	\$2,202.00

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Livonia, MI 48150

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City of Farmington - 2020 Sidewalk Program

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
98	Curb and Gutter, Conc, Det F4	0.00 Ft	205.10	\$44.00	0.00	0.00	\$0.00	205.10	\$9,024.40
99	Curb Ramp Opening, Conc	0.00 Ft	316.80	\$44.00	0.00	0.00	\$0.00	316.80	\$13,939.20
100	Detectable Warning Surface	0.00 Ft	245.00	\$44.00	0.00	0.00	\$0.00	245.00	\$10,780.00
101	Sidewalk Ramp, Conc, 6 inch	0.00 Sft	1746.92	\$8.80	0.00	0.00	\$0.00	1746.92	\$15,372.90
102	Sidewalk, Conc, 4 inch	0.00 Sft	12591.71	\$6.60	0.00	0.00	\$0.00	12591.71	\$83,105.29
103	Sidewalk, Conc, 6 inch	0.00 Sft	1257.80	\$7.70	0.00	0.00	\$0.00	1257.80	\$9,685.06
104	Irrigation Repair Allowance	0.00 Dir	0.00	\$1.00	0.00	0.00	\$0.00	0.00	\$0.00
105	Embankment, CIP	0.00 Cyd	0.00	\$55.00	0.00	0.00	\$0.00	0.00	\$0.00
106	Restoration	0.00 Syd	0.00	\$9.90	0.00	0.00	\$0.00	0.00	\$0.00
<b>E - 2022 Sub-Total:</b>							<b>\$0.00</b>		<b>\$195,171.58</b>
<b>Retainage</b>							<b>\$0.00</b>		

**Division: F - DPW Driveways**

110	Pavt, Rem	0.00 Syd	681.94	\$9.00	0.00	0.00	\$0.00	681.94	\$6,137.46
111	Sidewalk, Rem	0.00 Syd	239.00	\$9.00	0.00	0.00	\$0.00	239.00	\$2,151.00
112	Aggregate Base, 21AA (Limestone), 6 inch	0.00 Syd	681.94	\$9.00	0.00	0.00	\$0.00	681.94	\$6,137.46
113	Conc Pavt with Integral curb, Nonreinf, 8 inch	0.00 Syd	681.94	\$81.00	0.00	0.00	\$0.00	681.94	\$55,237.14
114	Sidewalk, Conc, 4 inch	0.00 Sft	1939.60	\$7.00	0.00	0.00	\$0.00	1939.60	\$13,577.20
115	Sidewalk, Conc, 8 inch	0.00 Sft	211.50	\$9.00	0.00	0.00	\$0.00	211.50	\$1,903.50
<b>F - DPW Driveways Sub-Total:</b>							<b>\$0.00</b>		<b>\$85,143.76</b>
<b>Retainage</b>							<b>\$0.00</b>		

**Division: G - 2023 Items Pricing**

121	Audio Video Route Survey - Division G	0.00 LSUM	0.00	\$2,887.50	0.00	0.00	\$0.00	0.00	\$0.00
122	Mobilization, Max - Division G	0.00 LSUM	1.00	\$2,887.50	0.00	0.00	\$0.00	1.00	\$2,887.50
123	Traffic Maintenance and Control - Division G	0.00 LSUM	1.00	\$2,887.50	0.00	0.00	\$0.00	1.00	\$2,887.50
124	Curb and Gutter, Rem	0.00 Ft	280.60	\$11.55	0.00	0.00	\$0.00	280.60	\$3,240.93
125	Sidewalk, Rem	0.00 Syd	2019.44	\$20.79	0.00	0.00	\$0.00	2019.44	\$41,984.16
126	Pavt, Rem	0.00 Syd	21.88	\$20.79	0.00	0.00	\$0.00	21.88	\$454.89
127	Sidewalk Ramp, Rem	0.00 Syd	167.97	\$20.79	0.00	0.00	\$0.00	167.97	\$3,492.10
128	Excavation, Earth	0.00 Cyd	2.31	\$57.75	0.00	0.00	\$0.00	2.31	\$133.40
129	Undercut Aggregate, 21AA Limestone	0.00 Cyd	0.00	\$34.65	0.00	0.00	\$0.00	0.00	\$0.00
130	Aggregate Base, 21AA Limestone, 8 inch	0.00 Syd	0.00	\$20.79	0.00	0.00	\$0.00	0.00	\$0.00
131	Maintenance Aggregate, 21 AA Limestone	0.00 Ton	0.00	\$0.01	0.00	0.00	\$0.00	0.00	\$0.00
132	Structure Cover, Adj	0.00 Ea	5.00	\$288.75	0.00	0.00	\$0.00	5.00	\$1,443.75
134	Conc Pavt, Nonreinf, 8 inch	0.00 Syd	21.88	\$93.56	0.00	0.00	\$0.00	21.88	\$2,047.09
135	Curb and Gutter, Conc, Det F4	0.00 Ft	0.00	\$46.20	0.00	0.00	\$0.00	0.00	\$0.00
136	Curb Ramp Opening, Conc	0.00 Ft	280.60	\$46.20	0.00	0.00	\$0.00	280.60	\$12,963.72

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City of Farmington - 2020 Sidewalk Program

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
137	Detectable Warning Surface	0.00 Ft	130.00	\$46.20	0.00	0.00	\$0.00	130.00	\$6,006.00
138	Sidewalk Ramp, Conc, 6-inch	0.00 Sft	1174.14	\$9.24	0.00	0.00	\$0.00	1174.14	\$10,849.05
139	Sidewalk, Conc, 4-inch	0.00 Sft	15854.55	\$6.93	0.00	0.00	\$0.00	15854.55	\$109,872.03
140	Sidewalk, Conc, 6-inch	0.00 Sft	2320.40	\$8.09	0.00	0.00	\$0.00	2320.40	\$18,772.04
141	Irrigation Repair Allowance	0.00 Dir	0.00	\$1.00	0.00	0.00	\$0.00	0.00	\$0.00
142	Embankment, CIP	0.00 Cyd	0.00	\$57.75	0.00	0.00	\$0.00	0.00	\$0.00
143	Restoration	0.00 Syd	0.00	\$10.40	0.00	0.00	\$0.00	0.00	\$0.00
<b>G - 2023 Items Pricing Sub-Total:</b>							<b>\$0.00</b>		<b>\$217,034.16</b>
<b>Retainage</b>							<b>(\$467.90)</b>		

**Division: H - Shiawassee Addition**

144	Mobilization Max 5%	0.00 Ls	1.00	\$2,887.50	0.00	0.00	\$0.00	1.00	\$2,887.50
145	Traffic Control	0.00 Ls	1.00	\$2,887.50	0.00	0.00	\$0.00	1.00	\$2,887.50
147	Curb and Gutter Remove	0.00 Ft	14.40	\$11.55	0.00	0.00	\$0.00	14.40	\$166.32
148	Sidewalk Remove	0.00 Syd	16.61	\$20.79	0.00	0.00	\$0.00	16.61	\$345.32
149	Curb Ramp Opening	0.00 Ft	14.40	\$46.20	0.00	0.00	\$0.00	14.40	\$665.28
150	Sidewalk Ramp Conc 6"	0.00 Sft	86.62	\$9.24	0.00	0.00	\$0.00	86.62	\$800.37
151	Sidewalk Conc 4"	0.00 Sft	149.50	\$6.93	0.00	0.00	\$0.00	149.50	\$1,036.04
152	Detectable Warning	0.00 Ft	10.00	\$46.20	0.00	0.00	\$0.00	10.00	\$462.00
<b>H - Shiawassee Addition Sub-Total:</b>							<b>\$0.00</b>		<b>\$9,250.33</b>
<b>Retainage</b>							<b>\$0.00</b>		

**Division: I - 2024 Local and Major Road Sidewalks**

154	Audio Video Route Survey, Div. 2024 Local and Major Road	0.00 LSUM	0.00	\$3,031.88	0.00	0.00	\$0.00	0.00	\$0.00
155	Mobilization, Max., 2024 Local and Major Road	0.00 LSUM	1.00	\$3,031.88	0.00	0.00	\$0.00	1.00	\$3,031.88
156	Traffic Maintenance and Control, 2024 Local and Major Road	0.00 LSUM	1.00	\$3,031.88	0.00	0.00	\$0.00	1.00	\$3,031.88
157	Curb and Gutter, Rem	0.00 Ft	191.00	\$12.13	0.00	0.00	\$0.00	191.00	\$2,316.83
158	Sidewalk, Rem	0.00 Syd	2600.31	\$21.83	0.00	0.00	\$0.00	2600.31	\$56,764.77
159	Pavt,Rem	0.00 Syd	0.00	\$21.83	0.00	0.00	\$0.00	0.00	\$0.00
160	Sidewalk Ramp, Rem	0.00 Syd	0.00	\$21.83	0.00	0.00	\$0.00	0.00	\$0.00
161	Excavation, Earth	0.00 Cyd	0.00	\$60.64	0.00	0.00	\$0.00	0.00	\$0.00
162	Undercut Aggregate, 21AA Limestone	0.00 Cyd	0.00	\$36.38	0.00	0.00	\$0.00	0.00	\$0.00
163	Aggregate Base, 21AA Limestone	0.00 Syd	0.00	\$21.83	0.00	0.00	\$0.00	0.00	\$0.00
164	Maintenance Aggregate, 21AA Limestone	0.00 Ton	0.00	\$0.01	0.00	0.00	\$0.00	0.00	\$0.00
165	Structure Cover, Adj	0.00 Ea	2.00	\$303.19	0.00	0.00	\$0.00	2.00	\$606.38

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City of Farmington - 2020 Sidewalk Program

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
166	Hand Patching	0.00 Ton	0.00	\$0.01	0.00	0.00	\$0.00	0.00	\$0.00
167	Conc Pavt, Nonreinf, 8 inch	0.00 Syd	0.00	\$98.23	0.00	0.00	\$0.00	0.00	\$0.00
168	Curb and Gutter, Conc, Det F4	0.00 Ft	0.00	\$48.51	0.00	0.00	\$0.00	0.00	\$0.00
169	Curb Ramp Opening, Conc	0.00 Ft	198.90	\$48.51	0.00	0.00	\$0.00	198.90	\$9,648.64
170	Detectable Warning Surface	0.00 Ft	115.00	\$48.51	0.00	0.00	\$0.00	115.00	\$5,578.65
171	Sidewalk Ramp Conc 6 inch	0.00 Sft	1229.40	\$9.70	0.00	0.00	\$0.00	1229.40	\$11,925.18
172	Sidewalk, Conc, 4 inch	0.00 Sft	20458.00	\$7.28	0.00	0.00	\$0.00	20458.00	\$148,934.24
173	Sidewalk, Conc, 6 inch	0.00 Sft	2118.50	\$8.49	0.00	0.00	\$0.00	2118.50	\$17,986.07
174	Irrigation Repair Allowance	0.00 Dir	0.00	\$1,736.44	0.00	0.00	\$0.00	0.00	\$0.00
<b>I - 2024 Local and Major Road Sidewalks Sub-Total:</b>							<b>\$0.00</b>		<b>\$259,824.51</b>
<b>Retainage (\$12,211.02)</b>									
<b>Division: J - 2024 Womens Park</b>									
175	Audio Video Route Survey, Div. 2024 Womens Park	0.00 LSUM	0.00	\$1,000.00	0.00	0.00	\$0.00	0.00	\$0.00
176	Mobilization, Max., Div. Womens Park	0.00 LSUM	1.00	\$2,000.00	0.00	0.00	\$0.00	1.00	\$2,000.00
177	Traffic Maintenance and Control, Womens Park	0.00 LSUM	1.00	\$2,000.00	0.00	0.00	\$0.00	1.00	\$2,000.00
178	Sidewalk, Rem	0.00 Syd	222.19	\$21.83	0.00	0.00	\$0.00	222.19	\$4,850.41
179	Sidewalk Ramp Conc 6 inch	0.00 Sft	26.00	\$9.70	0.00	0.00	\$0.00	26.00	\$252.20
180	Sidewalk, Conc, 4 inch	0.00 Sft	1939.00	\$7.28	0.00	0.00	\$0.00	1939.00	\$14,115.92
181	Irrigation Repair Allowance	0.00 Dir	0.00	\$1,000.00	0.00	0.00	\$0.00	0.00	\$0.00
<b>J - 2024 Womens Park Sub-Total:</b>							<b>\$0.00</b>		<b>\$23,218.53</b>
<b>Retainage (\$1,091.21)</b>									
<b>Division: K - 2024 Thomas Street Sidewalk</b>									
182	Audio Video Route Survey, Div. Thomas Street Sidewalk	0.00 LSUM	0.00	\$1,000.00	0.00	0.00	\$0.00	0.00	\$0.00
183	Mobilization, Max., \$4000, Div. Thomas Street Sidewalk	0.00 LSUM	1.00	\$4,000.00	0.00	0.00	\$0.00	1.00	\$4,000.00
184	Traffic Maintenance and Control, Div. Thomas Street Sidewalk	0.00 LSUM	1.00	\$4,000.00	0.00	0.00	\$0.00	1.00	\$4,000.00
185	Curb and Gutter, Rem	0.00 Ft	172.00	\$12.13	0.00	0.00	\$0.00	172.00	\$2,086.36
186	Sidewalk, Rem	0.00 Syd	168.22	\$21.83	0.00	0.00	\$0.00	168.22	\$3,672.24
187	Aggregate Base, 21AA Limestone, 8 inch	0.00 Syd	0.00	\$20.79	0.00	0.00	\$0.00	0.00	\$0.00
188	Structure Cover, Adj	0.00 Ea	0.00	\$303.19	0.00	0.00	\$0.00	0.00	\$0.00
189	Curb and Gutter, Conc, Det F4	0.00 Ft	172.00	\$48.51	0.00	0.00	\$0.00	172.00	\$8,343.72
190	Sidewalk, Conc, 4 inch	0.00 Sft	1550.00	\$7.28	0.00	0.00	\$0.00	1550.00	\$11,284.00
191	Irrigation Repair Allowance	0.00 Dir	0.00	\$500.00	0.00	0.00	\$0.00	0.00	\$0.00

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City of Farmington - 2020 Sidewalk Program

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
192	Footings for Stoop - LS	0.00 Ea	4.00	\$1,500.00	0.00	0.00	\$0.00	4.00	\$6,000.00
193	Thickened Face - Forming Only per Foot	0.00 Ft	52.00	\$100.00	0.00	0.00	\$0.00	52.00	\$5,200.00
194	Hand Removals - LS item	0.00 Dlr	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
K - 2024 Thomas Street Sidewalk Sub-Total:							\$0.00		\$47,086.32
Retainage							(\$2,212.92)		

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CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

October 1, 2024 to November 8, 2024 A.D., 20\_\_\_\_ performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for or claim compensation from City of Farrington or his agents, in addition to the regular items set forth in the Contract numbered 0111-19-0130 and dated JUNE 8 A.D., 2024 for the Agreement executed between myself and the OWNER, and in the Change Orders for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There (is) (is not) an itemized statement attached.

Date: 12-11-2024

By: Luigi V. Ferdinandi  
Title: Luigi V. Ferdinandi, VP.



<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: December 16, 2024</b>	<b>Informational</b>
<b>Submitted by:</b> Melissa Andrade, Assistant to the City Manager		
<b>Agenda Topic:</b> Minutes from City's Boards and Commissions		
<p> CIA: No quorum for December meeting  DDA: November 2024  Historical: No November or December meeting  Parking: Not approved at last meeting  Pathways: November 2024  Planning: Minutes not yet posted  ZBA: December meeting rescheduled  Library: November minutes not yet approved  Commission on Aging: November minutes  Farmington/Farmington Hills Arts Commission: November minutes not yet posted  Commission on Children, Youth and Families: No December Meeting  Emergency Preparedness Committee: November minutes not yet approved </p>		



8:00AM Wednesday, Nov 6, 2024  
City Hall Conference Room  
23600 Liberty Street  
Farmington, MI 48335

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## MINUTES

### 1. Roll Call

- a. **Present:** Todd Craft, Shawn Kavanagh, Donovan Singleton, Sean Murphy, Linda Deskins, Johnna Balk, James McLaughlan, Claire Perko (8:08am)
- b. **Others Present:** Kate Knight, Jess Westendorf
- c. **Absent:** Tom Pascaris

### 2. Approval of Consent Agenda

Minutes: October 2, 2024 DDA Regular Meeting

**Motion by Balk, second by Singleton to approve the items on the Consent Agenda. Motion passes unanimously.**

### 3. Approval of Regular Agenda

**Motion by Balk, second by Murphy to approve the items on the Regular Agenda. Motion passes unanimously.**

### 4. Public Comment

**Opened and closed at 8:07am**

### 5. Executive Director Report

Visit Detroit was in town on Friday, new retailer interest, Malt mural is a win, master plan process is heating up with two firms in the running. Michigan Downtown Association conference begins this evening. Knight is speaking on a panel discussing community initiated incremental development. Celebrating a strong Metromode article about all the good placemaking happening in Main Street Farmington.

### 6. Consideration to appoint Fiscal Year 2024-2025 DDA representative for Capital Improvement Planning

**Motion by McLaughlan, seconded Kavanagh, to designate Kate Knight to serve on the Capital Improvement Program Work Group. Motion passes unanimously.**

### 7. Consideration to approve 2024 Calendar of DDA Regular Meetings

**Motion by Kavanagh, seconded by Murphy to approve the 2025 Calendar of regular DDA meetings.**

### 8. Committee Updates:

#### a. Promotions Committee

Hollywood Haunt was successful despite the Michigan/Michigan State game happening concurrently. Great feedback from businesses that donated to the raffle. Save the date for December 14<sup>th</sup> Ugly Sweater Christmas Crawl.

#### b. Organization Committee

Welcome Sean Murphy to the Org committee! Priorities are board recruiting strategy and the work plan. Holiday decorating is this Sunday 1-4pm.

#### c. Business Development Committee

Nothing to report

**d. Design Committee**

Meeting next week.

**e. Public Art Committee**

The Malt mural is the big story. Art Promenade and Riley Park sculptures will be the next priorities.

**9. Other Business**

None

**10. Board Comment**

None

**11. Adjournment**

**Motion by Balk, seconded by Deskins to adjourn. Motion passes unanimously.**



## FARMINGTON PATHWAYS COMMITTEE

7:00 p.m.

MINUTES

NOVEMBER 13, 2024

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1. CALL TO ORDER 7:01 pm
2. ROLL CALL

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

Absent: None

3. APPROVAL OF AGENDA

Motion to approve by Sue and supported by Bill, approved unanimously.

4. APPROVAL OF MINUTES

- a. MEETING MINUTES, OCTOBER 9, 2024

Motion to approve by Maria and supported by Heather, approved unanimously.

5. OLD BUSINESS

- a. GILL ROAD UPDATE

Gill road is scheduled for repairs next Summer with construction work at each end, between Grand River and Freedom roads and cut out and patch sections in between. Discussed considerations for reconfiguration when construction occurs, including lining up the sidewalks at Freedom Rd. and changing the irregular shape at that intersection, funding considerations with width as a major road, and options to help slow traffic such as bike lanes, adding stripes or not, possible bump outs and on existing on street parking. Discussed requests to maintain the turnout used by school buses for safety of children.

The subject of adding a stop sign at Arundel has been discussed with city planners, who suggested it is best not to have a stop but suggest a rapid flashing beacon and pinch in with bump outs for pedestrian crossing at crosswalk.

- b. M-5 OVERPASS UPDATE

Sidewalk construction is mostly completed along the south of the bridge along 9 Mile Rd. by Folsom including an added retaining wall. Sidewalk has been added on the north side, the Farmington side, with planned rapid flashing beacon at the crossing.

- c. GRAND RIVER/FARMINGTON PEDESTRIAN CROSSING

- i. Pedestrian fatalities on Grand River – None in the past 2 years, being further researched.

- ii. Heather shared the list she made of the prospective crosswalk locations and reviewed and led discussion of the locations, their possibilities, benefits, and limitations.

Discussed planning for a community survey regarding the prospective crosswalk locations and how to reach the community. Heather volunteered to update the crosswalk list, removing some of the locations, and create a draft of a survey to prepare to include in the next water bill and online.

d. 9 MILE PATHWAY UPDATE

i. Next Meeting of Nine Mile Task Force 11/21/24

The meeting earlier that day was discussed. The task force liked the names 9 Line and Link 9 of the suggested options for the trail. The preferred visual designs were also reviewed in this meeting.

e. MASTER PLAN UPDATE

The RFQ has been put out. 4 companies responded and the city picked 2. RFP responses to be received tomorrow and then the city will pick the group to go with. Community feedback was listed as part of the requested services.

6. NEW BUSINESS

a. PATHWAYS PRESENTATION TO COUNCIL

i. Possible dates: January 21, February 3, February 17

Tim volunteered to give the presentation to city council again this year. Bill volunteered to help create the presentation. It was decided to give the presentation on Jan 21.

b. 9 MILE PATHWAY PHASE 2

Reviewed the phase 2 map plan of communities west of 275 that will join the project and extend the pathway to the west.

c. ANY NEW TARGET AREAS?

i. No pedestrian button crossing Grand River at Halstead. Light didn't change.

MDOT is responsible, they are doing a resignalization of the area. Chuck in Public Works will let them know about the issue.

ii. Overgrown shrubs on Grand River near Chatham Hills

The shrubs were identified to be part of someone's yard, and they are responsible, code enforcement will contact them.

Lots of sidewalk issues identified on the north side of Grand River in Farmington Hills. The issue will be passed on to them.

A representative from MDOT recently came out to look at the Liberty and Grand River pedestrian crossing to consider for a rapid flashing beacon. She did not like the idea of putting one at that location, stating it would require a certain amount of reported issues and felt it was too close to the Grand River and Farmington intersection, that a rapid flashing beacon would somehow cause accidents. MDOT had suggestions for signage improvements she shared, such as lowering pedestrian signs to 7 ft for better visibility, moving a pedestrian sign further back from the Liberty Street intersection to give drivers more time to slow down, and removing a firetruck sign deemed as unnecessary and distracting.

d. ANY NEW CITY CONSTRUCTION PROJECTS?

Hillside Townes – sidewalk going in on the north side as part of the project, none going in on the south side. Discussed how to add one on the south side and if there would be enough benefit to warrant it.

Looking at planning to improve pedestrian travel on Thomas St. as part of repaving plans, due to happen next Summer.

7. PUBLIC COMMENT

8. COMMITTEE MEMBER COMMENT

Maria received 2 “thank you” messages from residents for help with getting their sidewalks repaired. One including the story of an 8 year old that was previously falling off his scooter due to sidewalk issues. Bel Air subdivision sidewalks are nearly completely updated now.

Fiber Optics happen next year start in spring, finish in the Fall.

- a. VOLUNTEER APPRECIATION DINNER DECEMBER 3  
Discussed the upcoming city volunteer dinner

9. ADJOURNMENT 8:54 pm

Next meeting: DECEMBER 11, 2024

MEETING MINUTES  
FARMINGTON AREA COMMISSION ON AGING  
TUESDAY, Oct 22, 2024-5:30 PM  
COSTICK CENTER, 28600 ELEVEN MILE ROAD.  
FARMINGTON HILLS MI 48336

Meeting called to order at pm 5/28/2024. 5:30pm

ROLL CALL:

Carl Christoph, Farmington Hills  
Nancy Cook, Farmington  
Mary Buchan, Farmington Hills  
Vivek Das, Farmington Hills  
Mic Fahey, Farmington  
Dan Fantore, Farmington Hills  
Dolli Lewis, Farmington Hills  
Julie McCowan, Farmington Hills  
Julie Villani, Farmington Hills  
Jane Frost, Farmington  
Tiffany Tuttle, Farmington Hills  
Dr. Marian Schulte, Farmington Hills  
Dr. Katherine Marshall, Farmington Hills  
Marsha Koet, Senior Division Liaison  
Jacob Rushlow, Director of Public Services  
Michael Bridges, Farmington Hills City Coouncil Liaison

APPROVAL OF Oct/22/ 2024 MEETING MINUTES

Motion by Julie McCowan 2<sup>nd</sup> by Carl Christoph

COMMITTEE REPORTS

Jacob Rushlow discussed with the Aging Commission the 2 ballot proposals:

1. Terms of Office
2. Road Millage Renewal

COMMUNICATION, PROMOTIONS AND WEBSITE

Nothing to report.

EDUCATION COMMITTEE

Presentation of Scams and financial abuse on Elders.  
20 people attended presentation at Costick Center

SENIOR CENTER ADVOCACY COMMITTEE

City Council Liaison Michael Bridges discussed and took questions from the Aging Commission & from the public concerning the future of the Costick Center.

SENIOR DIVISION LIAISON REPORT

Veteran Day Nov 11 Senior lucheon @ Costick Center  
Nov 21 Friends giving Luncheon @ Costick Center

OLD BUSINESS

None

NEW BUSINESS

Julie & Kathrine possible hosting a coffee session meeting for Seniors concerning the future of the Costick Center> Creation of an email list to inform Seniors

AMBASSADOR REPORT

Nothing to report.

PUBLIC COMMENT

Attendees were

Anthong Chiesa, Chuck Bobosky, Gary Holmes, Peggy Aranowski, Loraine Dars, Mary Clappeson, Terri Flewellyn , Martha Ritchie.

ADJOURNMENT

6:30 pm Motion by Carl Christoph 2<sup>nd</sup> by Mic Fahey

Next meeting Tuesday, Nov 26<sup>th</sup> at Costick Center.

Minutes submitted by Mic Fahey