



**Regular City Council Meeting
7:00 p.m., Monday, Aug. 18, 2025
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 Quarterly Investment Report**
 - D. Farmington Public Safety Monthly Report**
 - E. Plante Moran Professional Services: Audit**
- 5. APPROVAL OF REGULAR AGENDA**
- 6. PRESENTATION/PUBLIC HEARINGS**
 - A. Downtown Development Authority Annual Main Street accreditation presentation**
- 7. NEW BUSINESS**
 - A. DDA Budget Amendment: Art Park Promenade**
 - B. Salt Storage Structure Payment Application**
 - C. Shiawassee Road Resurfacing**
 - D. Payment Application No. 1 & 2 for the Thomas & School Street Reconstruction**
 - E. Second reading and adoption of Massage Ordinance**
 - F. Approve addendum to extend parking agreement with Salem United Church of Christ**
 - G. Dedication and acceptance of Road, Utilities, and Storm Drainage Facility Maintenance Agreement for Liberty Hill**
 - H. Purchase of two 2025 Chevrolet Tahoe 4WD Police Package vehicles and outfit it with equipment**
- 9. PUBLIC COMMENT**
- 10. CITY COUNCIL COMMENTS**
- 11. 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.

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Special City Council Meeting
6:00 p.m., July 21, 2025
Conference Room
23600 Liberty Street
Farmington, MI 48335

SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on July 21, 2025, 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 6:03 PM by Mayor Pro-Tem Balk

1. ROLL CALL

Attendee Name	Title	Status	Arrived
Johnna Balk	Mayor Pro-Tem	Present	
Joe LaRussa	Mayor	Excused	
Kevin Parkins	Councilmember	Late	6:49 PM
Steve Schneemann	Councilmember	Present	
Maria Taylor	Councilmember	Present	

City Administration Present:

City Manager, David Murphy
Assistant City Manager, Chris Weber
City Clerk, Meaghan Bachman
City Attorney, Beth Saarela

2. APPROVAL OF REGULAR AGENDA

Motion by Schneemann
Seconded by Taylor

Resolved, move to approve the agenda as presented.

Motion carried unanimously 3-0

3. PUBLIC COMMENT

No members of the public spoke.

4. BEAUTIFICATION COMMITTEE INTERVIEW

The City Council interviewed Ellen Harrington for an open position on the Beautification Committee.

Motion by Schneemann
Supported by Taylor

RESOLVED, move to appoint Ellen Harrington to the Farmington Beautification Committee for a term ending on June 30, 2028.

Motion carried unanimously 3-0

5. ALCOHOL AND GAMBLING LICENSING REVIEW

Discussion: City Attorney Beth Saarela discussed what is required for a non-profit special event when selling alcohol.

6. OTHER BUSINESS

City Manager David Murphy requested changes to the regular council meeting agenda to include the addition of item, Petition to the Water Resource Commission for improvements to the Cadell Drain. Additionally, the City Manager asked to remove the agenda item to purchase a rapid flashing beacon. The Council discussed the Founders Day Festival and the RFP that will go out to bid soon.

7. PUBLIC COMMENT

None.

8. CLOSED SESSION: LABOR NEGOTIATIONS

Motion by Schneemann
Seconded by Taylor

Resolved, move to convene into closed session to discuss Labor Negotiations at 6:41 PM.

Roll Call Vote:
Yeas: Balk, Schneemann, Taylor
Nays: None
Motion carried unanimously 3-0

Motion by Schneemann
Seconded by Parkins

RESOLVED, move to reconvene to the regular city council meeting at 6:58 PM.

Motion carried unanimously 4-0

9. COUNCIL COMMENT

Councilmember Parkins apologized for his late arrival.

Mayor Pro-Tem Balk noted Founders Day was a great weekend and thanked everyone for volunteering.

10. ADJOURNMENT

Motion by Schneemann
Seconded by Taylor

Resolved, move to adjourn the special meeting at 7:00 PM.

Motion carried unanimously

Johanna Balk, Mayor Pro-Tem

Meaghan K. Bachman, City Clerk



City Council Meeting
7:00 p.m., July 21, 2025
23600 Liberty Street
Farmington, MI 48335

REGULAR MEETING MINUTES

A meeting of the Farmington City Council was held on July 21, 2025, at 23600 Liberty Street, Farmington, Michigan. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 7:08 PM by Mayor Pro-Tem Balk.

1. ROLL CALL

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

City Administration Present:

City Manager, David Murphy
Assistant City Manager, Chris Weber
Public Safety Director, Bob Houhanisin
City Clerk, Meaghan Bachman
DPW Superintendent, Chuck Eudy
City Attorney, Beth Saarela
DDA Executive Director, Jessica Westendorf

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

No members of the public spoke.

4. APPROVAL OF THE CONSENT AGENDA

Motion by Schneemann
Seconded by Taylor

Resolved, move to approve the consent agenda as presented:

- A. City of Farmington Minutes
- B. Farmington Monthly Payments Report
- C. Farmington Public Safety Monthly Report
- D. Reappoint James White to Library Board
- E. Consideration to Approve License Agreement for Use and Maintenance of Public Right-Of-Way for Outdoor Seating with Good Food Farmington, LLC
- F. Consideration to Approve License Agreement for Use and Maintenance of Public Right-Of-Way for Outdoor Seating with the Farmington Tasting Room, LLC and Basement Burger Bar, Inc.
- G. Appointments of MML Delegates for the Annual Meeting
- H. Building Department Fourth Quarter Report

Motion carried unanimously 4-0

5. APPROVAL OF THE REGULAR AGENDA

Motion by Parkins
Seconded by Schneemann

Resolved, move to approve the regular agenda with the following amendments:

- Remove: Item 7-I Rapid Flashing Beacon
- Add: Item 7-F Caddell Drain Petition
- Add: Item 7-M 9 Mile Retention Pump

Motion carried unanimously 4-0

6. PRESENTATION/PUBLIC HEARINGS**A. Special Event Application: Holly Days**

Annette Compo spoke regarding the 2025 Holly Days in Farmington. The Compo and Medema Group has offered to organize Holly Days which has been an annual event in Downtown Farmington. The event will follow the same footprint as last year; however, Riley Park will likely be unavailable. Holly Days is December 6, 2025, and includes the Gift, Greens, and Giving Holiday Markets and a lighted parade down Grand River.

Motion by Schneemann
Seconded by Taylor

Resolved, move to approve the special event application for the 2025 Holly Days and Light Up the Grand Parade on December 6, 2025.

Motion carried unanimously 4-0

7. NEW BUSINESS

A. Update Syndicate Hours of Operation

Motion by Parkins
Seconded by Taylor

Resolved, move to approve the extended hours of the social district to be open until midnight daily.

Roll Call Vote:
Yeas: Balk, Parkins, Schneemann, Taylor
Nays: None
Motion carried unanimously 4-0

B. Establish Social District Commons Area exclusively for the Harvest Moon Festival during the effective period of the Special License

Motion by Parkins
Seconded by Taylor

Resolved, move to approve a resolution establishing Social District Commons Area that will be utilized exclusively for the Harvest Moon Celebration during the effective period of the special license.

Roll Call Vote:
Yeas: Schneemann, Taylor, Balk, Parkins
Nays: None
Motion carried unanimously 4-0

C. DDA Community Events Calendar

Motion by Parkins
Seconded by Taylor

Resolved, move to adopt Resolution Approving the 2025 DDA Community Events Calendar, Temporary Liquor License Applications, Street Closures and Designated Sidewalk Shopping dates as presented.

Roll Call Vote:

Yeas: Schneemann, Taylor, Balk, Parkins

Nays: None

Motion carried unanimously 4-0

D. Purchase of Planning and Building Software

Motion by Schneemann

Seconded by Taylor

Resolved, move to to approve the purchase of Planning and Building Software from BS&A in the amount of \$4,390 and purchase implementation and training services in the amount of \$13,500.

Roll Call Vote:

Yeas: Taylor, Balk, Parkins, Schneemann

Nays: None

Motion carried unanimously 4-0

E. Caddell Drain, Nine Mile & Drake Project Engineering

Motion by Parkins

Seconded by Taylor

Schneemann asked for clarification of the cost of \$35,581 for engineering fees. It was noted in the staff report that this is to approve 'preliminary' engineering. The question was raised whether this is an estimate or will there be additional engineering fees. Superintendent Eudy noted this should be final, however if something is found wrong, the fees could increase. The motion was reflected to remove the word preliminary.

Mayor Pro-Tem Balk asked when this will begin. It was noted construction will not begin until next calendar year.

Resolved, move to approve payment to Oakland County WRC Special Assessments Office for the Nine Mile & Drake Culvert Improvement Project Engineering in the amount of \$35,581 for engineering, right of way, and administrative services.

Roll Call Vote:

Yeas: Balk, Parkins, Schneemann, Taylor

Nays: None

Motion carried unanimously 4-0

F. Caddell Drain Petition

Motion by Parkins
Seconded by Taylor

Resolved, move to petition Oakland County Water Resource Commission to consider improvements to the Caddell Drain culvert near intersection of 9-mile Road and Drake Road in Farmington Hills which will include reconstruction, realigning, and/or rehabilitating the culverts of said drain.

Roll Call Vote:
Yeas: Parkins, Schneemann, Taylor, Balk
Nays: None
Motion carried unanimously 4-0

G. Local & Major Street Crack Seal/Overband Program Payment

Motion by Taylor
Seconded by Parkins

Resolved, move to Approve Change Order No. 5 and Construction estimate and payment No. 6 (final) to Wolverine Sealcoating for Local & Major Street Crack Seal/Overband Program in the amount of \$44,999.88.

Roll Call Vote:
Yeas: Schneemann, Taylor, Balk, Parkins
Nays: None
Motion carried unanimously 4-0

H. Fitness Courts Concrete Payment

Motion by Schneemann
Seconded by Taylor

Resolved, move to approve Payment Application No. 10 and Change Order No.11 to Luigi Ferdinandi & Son Cement Company in the amount of \$62,083.70 for the National Fitness Challenge.

Roll Call Vote:
Yeas: Taylor, Balk, Parkins, Schneemann
Nays: None
Motion carried unanimously 4-0

I. Nine Mile Retention Project 1, and Project 2 Design

Motion by Taylor

Seconded by Parkins

Resolved, move to Move to approve proposal from Orchard Hiltz & McCliment (OHM) for the Nine Mile Retention Project 1, and Project 2 Design Engineering in the amount of \$150,000 which includes approximately 5% contingency.

Roll Call Vote:

Yeas: Balk, Parkins, Schneemann, Taylor

Nays: None

Motion carried unanimously 4-0

J. Salt Storage

Motion by Schneemann

Seconded by Taylor

Resolved, move to Move to approve Change Order #1 and Payment Application #2 to Clear Heights Construction LLC in the amount of \$199,415.45 for the reconstruction of the Salt Storage Structure, located at 33720 W. 9 Mile Road.

Roll Call Vote:

Yeas: Parkins, Schneemann, Taylor, Balk

Nays: None

Motion carried unanimously 4-0

K. Massage Ordinance Amendment

Motion by Taylor

Seconded by Schneemann

Resolved, move to approve introduction of Ordinance C-____, 2025, amending Chapter 18, Massage Facilities, of the City of Farmington Code of Ordinances.

FIRST READING. Ordinance number will be assigned after final reading.

Motion carried unanimously 4-0

L. No Overnight Parking on Thomas Street

Motion by Parkins

Seconded by Taylor

Resolved, move to approve Resolution amending Chapter 4 of Farmington City Traffic Control Order to add a new Section 4.10 to prohibit overnight parking on Thomas Street.

Roll Call Vote:

Yeas: Schneemann, Taylor, Balk, Parkins

Nays: None

Motion carried unanimously 4-0

M. 9 Mile Retention Pump

Motion by Taylor

Seconded by Parkins

Resolved, move to accept proposal from Oakland County Water Resources Commissioner Office to recondition pump #1 in the estimated amount of \$15,314 and allow city administration to execute contract documents.

Roll Call Vote:

Yeas: Taylor, Balk, Parkins, Schneemann

Nays: None

Motion carried unanimously 4-0

8. PUBLIC COMMENT

No members of the public spoke.

9. CLOSED SESSION: LAND ACQUISITION

Motion by Schneemann

Seconded by Taylor

Resolved, move to convene into closed session to discuss Land Acquisition at 8:05 PM.

Roll Call Vote:

Yeas: Balk, Parkins, Schneemann, Taylor

Nays: None

Motion carried unanimously 4-0

Motion by Schneemann
Seconded by Taylor

RESOLVED, move to reconvene to the regular city council meeting at 8:23 PM.

Motion carried unanimously 4-0

VOTE ON CLOSED SESSION

Motion by Taylor
Seconded by Balk

Resolved, move to approve offer and agreement to purchase a permanent and temporary easement over parcel 23-27-154-012 as presented.

Roll Call Vote:
Yeas: Balk, Parkins, Schneemann, Taylor
Nays: None
Motion carried unanimously 4-0

Motion by Schneemann
Seconded by Taylor

Resolved, move to approve and accept a permanent and temporary easement over parcel 23-27-154-011 as presented.

Roll Call Vote:
Yeas: Parkins, Schneemann, Taylor, Balk
Nays: None
Motion carried unanimously 4-0

Motion by Parkins
Seconded by Balk

Resolved, move to approve and accept a permanent and temporary easement over parcel 23-27-154-006 as presented.

Roll Call Vote:
Yeas: Schneemann, Taylor, Balk, Parkins
Nays: None
Motion carried unanimously 4-0

Motion by Balk
Seconded by Taylor

Resolved, move to approve offer and agreement to purchase a permanent and temporary easement over parcel 23-27-154-005 as presented. Councilmember Schneemann added a friendly amendment to omit permanent.

Roll Call Vote:
Yeas: Taylor, Balk, Parkins, Schneemann
Nays: None
Motion carried unanimously 4-0

Motion by Taylor
Seconded by Schneeman

Resolved, move to approve offer and agreement to purchase a permanent and temporary easement over parcel 23-27-154-015 as presented.

Roll Call Vote:
Yeas: Balk, Parkins, Schneemann, Taylor
Nays: None
Motion carried unanimously 4-0

Motion by Schneemann
Seconded by Balk

Resolved, move to amend the 25/26 local street fund budget to provide additional funding for sidewalk improvements in the amount of \$20,000. The increase in expenditures will be paid for through fund balance,

Roll Call Vote:
Yeas: Parkins, Schneemann, Taylor, Balk
Nays: None
Motion carried unanimously 4-0

9. CITY COUNCIL COMMENTS

Councilmember Taylor noted she was pleased to see the easement owners are cooperative and willing to work with the city.

10. Adjournment

Motion by Schneemann

Seconded by Taylor

Resolved, move to adjourn the meeting at 8:27PM.

Motion carried unanimously 4-0

Johanna Balk, Mayor Pro-Tem

Meaghan K. Bachman, City Clerk

CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

MONTH OF JULY 2025

FUND #	FUND NAME	AMOUNT:
101	GENERAL FUND	\$ 486,339.43
202	MAJOR STREET FUND	\$ 44,697.44
203	LOCAL STREET FUND	\$ 49,852.17
285	AMERICAN RESCUE ACT	\$ 13,498.22
401	CAPITAL IMPROVEMENT MILLAGE	\$ 620,391.56
592	WATER & SEWER FUND	\$ 381,196.66
595	FARMINGTON COMMUNITY THEATER FUND	\$ 38,471.96
640	DPW EQUIPMENT REVOLVING FUND	\$ 342,410.90
701	AGENCY FUND	\$ 2,701.00
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 38,278.40
TOTAL CITY PAYMENTS ISSUED:		\$ 2,017,837.74
136	47TH DISTRICT COURT FUND	\$ 168,199.52
244	CORRIDOR IMPROVEMENT AUTHORITY FUND	\$ 4,799.78
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 87,804.13
TOTAL OTHER ENTITIES PAYMENTS ISSUED:		\$ 260,803.43
TOTAL PAYMENTS ISSUED		\$ 2,278,641.17

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



CITY OF FARMINGTON - ACH PAYMENTS REPORT

MONTH OF JULY 2025

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
Agency Tax	Farmington Public Schools	Tax Payment #1	419,453.74
Agency Tax	Oakland County	Tax Payment #1	846,208.77
Agency Tax	Farmington Comm. Library	Tax Payment #1	52,455.61
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	450,148.61
General Fund	Federal Gov't	W/H & FICA Payroll	119,056.82
General Fund	MERS	Retirement Plans	136,432.13
General Fund	Total Administrative Services Corp.	Flexible Spending Accounts	3,174.22
TOTAL CITY ACH TRANSFERS			2,026,929.90
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	151,762.49
Court Fund	Federal Gov't	W/H & FICA Payroll	57,873.39
Court Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,823.78
Court Fund	MissionSquare	Retirement Plans	9,412.46
TOTAL OTHER ENTITIES ACH TRANSFERS			220,872.12



INVESTMENT REPORT

CITY OF FARMINGTON

QUARTER ENDED JUNE, 2025

Submitted by:
Jaime Pohlman, Director of Finance and Administration

CITY OF FARMINGTON
QUARTER ENDING
JUNE 2025

	BALANCE 4/30/25	BALANCE 5/31/25	BALANCE 6/30/25	RATE OF RETURN					
				4/30/25	5/31/25	6/30/25	MATURITY	RATING	RATING AGENCY
Pooled Mutual Funds:									
Comerica	\$ 5,054,913	\$ 5,072,456	\$ 5,089,520	4.10%	4.10%	4.12%	Daily	Not rated	N/A
Oakland County Investment Pool	\$ 1,010,490	\$ 1,014,067	\$ 1,017,452	4.04%	4.20%	4.10%	Daily	Not rated	N/A
Michigan Class	6,664,976	6,689,770	6,713,845	4.40%	4.37%	4.37%	Daily	AAAm	S&P
Total Pooled Funds:	12,730,379	12,776,293	12,820,817						
Certificates of Deposit:	-	-	-						
Total Certificates of Deposit:	-	-	-						
JPMorgan Chase									
100% US Treasury Funds	\$ 5,423,797	\$ 3,268,421	\$ 2,157,571	3.77%	3.76%	3.74%			
Uninvested	\$ 48,498	\$ 234,626	\$ 118,159	1.65%	1.65%	1.65%			
	\$ 5,472,296	\$ 3,503,047	\$ 2,275,730						
Less: Authorities/Entities**	(2,709,122)	(2,243,878)	(2,212,681)						
TOTAL:	\$ 15,493,552	\$ 14,035,462	\$ 12,883,866						

** Investment Balances do not include the investments of the 47th District Court, the Farmington Brownfield Redevelopment Authority, the Corridor Improvement Authority, the Farmington Downtown Development Authority, the Friends of the Governor Warner Mansion, the Self Insurance Funds on deposit with MMRMA, or the Public Employee Health Care Funds invested with Morgan Stanley Smith Barney.



Farmington Public Safety Department

Public Safety Director Bob Houhanisin

July 2025 Public Safety Incidents

Open Container in a Park

On 07/12/2025 at approximately 10:30 PM officers located a 44-year-old male screaming profanities at Shiawassee Park. A subsequent investigation led to the discovery that the male was intoxicated and had an open container of alcohol with him. The male was cited for open container in a park and the alcohol was discarded. The case has been forwarded to the prosecutor's office for review.

Outside Grill Fire

On 07/13/2025 at approximately 06:00 PM officers were dispatched to the 24000 block of Liberty Hill for a reported structure fire. Upon arrival, officers located an outside grill and propane tank that was on fire and threatening the home. Officers quickly extinguished the fire and removed the propane tank, which had an activated pressure relief device activated away from the structure. The tank safely dissipated its contents into the atmosphere and no further damage was reported. There were no injuries sustained and no damage to the structure.

Vehicle Fire

On 07/16/2025 at approximately 1548 hours Officers responded to the area of Power and 10 Mile on the report of a vehicle fire. The driver of the vehicle had driven into the flooded roadway and stalled the vehicle. The vehicle began smoking and eventually caught fire. Officers were able to extinguish the fire and the vehicle was impounded. The driver was able to get out of the vehicle prior to it catching fire. No injuries reported.

Operating with a High BAC

On 07/20/2025 at approximately 0200 hours an officer on patrol observed a vehicle travelling at a high rate of speed WB M5. The officer confirmed with the in-car radar the vehicle was travelling 102 MPH in the posted 70 MPH zone. The officer initiated a traffic stop and contacted the driver, a 24 YO Male. The officer noted signs of intoxication and administered Standardized Field Sobriety Testing. The officer administered a preliminary breath test to which then the driver was arrested for Operating with a High BAC (greater than .17). The case has been forwarded to the city prosecutor pending blood results.

Personal Injury Accident/Suspected OWI

On 07/24/2025 at approximately 9:50 PM Officers were dispatched to the area of Farmington Rd and Orchard St on the report of a Personal Injury Crash. It was reported a vehicle had crashed into a lamp post and the vehicles airbags had deployed. Upon arrival, Officers located the driver a 27 YO female who was standing outside the vehicle. The vehicle had left the roadway onto the sidewalk striking a decorative lamp knocking it over. Upon speaking with the female, Officers noticed the odor of intoxicants coming from her breath. The female admitted to consuming alcohol just prior to driving. The female could not recall how she struck the lamp. The female was subsequently transported to the



hospital for her injuries. Officers obtained a search warrant for the female's blood to determine her BAC. This case is to be submitted to the city prosecutor for charges pending the driver's blood results.

BURGLARY – FORCED ENTRY

On 07/29/2025 at approximately 1520 hours an officer was flagged down by a concerned citizen in regard to a possible Breaking and Entering that had occurred at a business in the 31000 block of Grand River. Upon arrival officers noted the business had been closed for several months due to construction. Officers observed the front door was left unlocked however someone had still broken a window on the east side of the building to gain entry. It appeared some merchandise had been taken. Due to the business being closed, Officers are unable to establish a time frame for the incident. The case is currently being investigated by the Farmington Public Safety Detective Bureau. There are currently no suspects.

CALL TYPE & QUANTITY

TOTAL CALLS	TRAFFIC STOPS	MEDICALS	FIRE CALLS	CRASHES
764	200	43	12	17

OWI	OUID	DWLS	WARRANT	FELONY
4	0	9	18	3



Farmington City Council Staff Report	Council Meeting Date: August 18, 2025	Item Number 4E
Submitted by: Jaime Pohlman, Director of Finance and Administration		
Description Consideration to appoint Plante Moran to serve as the City Auditors for the fiscal year ended June 30, 2025.		
Requested Action Move to appoint Plante Moran as the City Auditors for the fiscal year ended June 30, 2025 and authorize the City Manager to sign the Audit Engagement Letter.		
Background <p>Section 8.7 of the City Charter requires an independent audit to be made of the city's financial report at least annually. Such audit shall be made by Certified Public Accountants experienced in municipal accounting selected by the Council. City Administration is requesting the approval of Plante Moran for the audit of fiscal year ended June 30, 2025. The audit is proposed to begin September 2, 2025.</p>		
Materials		
Section 8.7 of City of Farmington Charter		
Audit Engagement Letter		

Section 8.7. Independent Audit; Annual Report.

The City Manager shall prepare an annual financial report in accordance with generally accepted accounting principles and applicable state laws.

An independent audit shall be made of the city's financial report at least annually, and more frequently if deemed necessary by the Council. Such audit shall be made by Certified Public Accountants experienced in municipal accounting selected by the Council.

Copies of such audited financial report, after approval by the Council, shall be promptly made available for public inspection at the office of the City Clerk.

(Amd. 7-18-11)

August 1, 2025

Mr. David Murphy
City of Farmington, Michigan
23600 Liberty Street
Farmington, MI 48335

Email: DMurphy@farmgov.com

Dear David:

Thank you for selecting Plante & Moran, PLLC ("PM") to assist you. We are sending this letter and the accompanying Professional Services Agreement, the terms of which are incorporated into this engagement letter, to confirm the nature, limitations, and terms of the services we will provide to City of Farmington, Michigan ("Client").

Scope of Services

We will audit Client's financial statements as of and for the year ended June 30, 2025.

In addition, the supplemental information accompanying the financial statements, consisting of the nonmajor governmental funds combining balance sheet, combining statement of revenue, expenditures, and changes in fund balance, the internal service funds combining statement of net position, combining statement of revenues, expenses, and changes in net position, and the combining statement of cash flows, and the fiduciary funds statement of fiduciary net position and statement of changes in fiduciary net position, will be subjected to the auditing procedures applied in our audit of the financial statements.

In connection with our audit engagement, we will assist you in drafting your financial statements, supplementary information, and related notes. This assistance is considered a non-audit service; you agree to the contemporaneous provision of these audit and non-audit services.

Timothy St. Andrew is the engagement partner for the services specified in this letter and is responsible for supervising PM's services performed as part of this engagement.

If you determine that you need additional services, including accounting, consulting, or tax assistance, PM may be available to provide them under the terms of separate engagement letters and for additional fees.

Timing of Services

We expect to begin fieldwork for this engagement on September 2, 2025. We anticipate that our work will end on approximately September 12, 2025 and that our report will be issued by December 31, 2025.

Fees and Payment Terms

Our fee for this engagement will be based on the value of the services provided, which is primarily a function of the time that PM staff expend at our current hourly rates. We estimate that our fee for this engagement will be \$53,460.

Any fee estimate for the engagement does not include time related to the implementation of GASB Statement No. 101, *Compensated Absences*, and GASB Statement No. 102, *Certain Risk Disclosures*. Our fee for any such services will be based on the value of the services provided, which is primarily a function of the time that PM staff expend at our current hourly rates.

Invoices for other services and out-of-pocket costs will be rendered as services are provided and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



Timothy St. Andrew

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement (collectively, "Agreement"), which set forth the entire agreement between City of Farmington, Michigan and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

City of Farmington, Michigan

Mr. David Murphy

Date

Title

**Professional Services Agreement – Audit Services
Addendum to Plante & Moran, PLLC Engagement Letter**

The terms of this Professional Services Agreement are incorporated into the accompanying engagement letter, (collectively, the Professional Services Agreement and the accompanying engagement letter are referred to herein as “Agreement”) for audit services dated August 1, 2025 between Plante & Moran, PLLC (referred to herein and in such letter as “PM”) and City of Farmington, Michigan (referred to as “Client”). Any work performed in connection with the engagement before the date of this letter will also be governed by the terms and conditions of this Agreement.

- 1. Financial Statements** – The financial statements of Client being audited by PM are to be presented in accordance with accounting principles generally accepted in the United States of America (GAAP).

PM has determined, based on representations Client has made to PM, that the applicable independence rules for the services contemplated hereunder are those specified by the American Institute of Public Accountants (AICPA) Code of Professional Conduct. Client represents and warrants that it agrees with that determination.

- 2. Management Responsibilities** – Client management is responsible for the preparation and fair presentation of these financial statements in accordance with the applicable financial reporting framework, including compliance with the requirements of accounting principles generally accepted in the United States of America and the completeness and accuracy of the information presented and disclosed therein. Management is also responsible for the capability and integrity of Client personnel responsible for Client’s underlying accounting and financial records.

Client personnel will provide PM, in a timely and orderly manner, with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and additional information that PM may request from management for the purpose of the audit.

This includes providing assistance and information PM requests during the course of its audit, including retrieval of records and preparation of schedules, analyses of accounts, and confirmations. A written request for information to be provided will be submitted under separate cover and supplemented by additional written and oral requests as necessary during the course of PM’s audit. In addition, Client will provide PM with all information in its possession that has a material impact on any material transaction and that information will be complete, truthful, and accurate. Client will allow PM unrestricted access to personnel within Client from whom PM determines it necessary to obtain audit evidence.

Client represents and warrants that any and all information that it transmits, or otherwise makes available, to PM will be done so in full compliance with all applicable federal, state, local, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, “Data Privacy Laws”). Client shall not disclose personal data of data subjects (“Personal Data”) who are entitled to certain rights and protections afforded by Data Privacy Laws to PM without prior notification to PM. Client shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

Management is responsible for making all management decisions and performing all management functions relating to the financial statements, supplementary financial information, and related notes and for accepting full responsibility for such decisions, even if PM provides advice as to the application of accounting principles or assists in drafting the financial statements, supplementary financial information, and related notes. Client has designated Jaime Pohlman to oversee financial statement related services PM provides. Management will be required to acknowledge in the management representation letter that it has reviewed and approved the financial statements, supplementary financial information, and related notes prior to their issuance and have accepted responsibility for the adequacy of the financial statements.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing PM about all known or suspected fraud affecting Client involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Management’s responsibilities include informing PM of its knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Management is responsible for providing PM with complete, accurate, and timely information that could bear on PM’s independence under applicable professional standards, including, but not limited to, information and representations regarding affiliates of Client, business or personal relationships between Client and PM, and

business, personal and employment relationships between those in a financial reporting oversight role, including members of governance, and PM (collectively, Independence Information). Client represents and warrants (a) that it has provided PM any and all Independence Information existing as of the date of this Agreement; (b) that such Independence Information is accurate and complete as of the date of this Agreement; (c) that it will notify PM of any changes to Independence Information that has been provided as of the date of this Agreement; and (d) that, after the date of this Agreement, it will provide any new Independence Information to PM as soon as it becomes known to Client.

3. **Objective of an Audit of Financial Statements** – The objective of PM's audit is the expression of an opinion on the Client's financial statements specified in the accompanying engagement letter. PM offers no guarantee, express or implied, that its opinion will be unmodified or that it will be able to form an opinion about these financial statements in the event that Client's internal controls or accounting and financial records prove to be unreliable or otherwise not auditable. If PM's opinion is to be modified, PM will discuss the reasons with Client management in advance of the issuance of its audit report. If, for any reason, PM is prevented from completing its audit or is unable to form an opinion on these financial statements, PM may terminate the engagement and decline to issue a report.
4. **Supplementary Information** – In any document that contains supplementary information to the basic financial statements that indicates that the auditor has reported on such supplementary information, management agrees to include the auditor's report on that supplementary information. In addition, management agrees to present the supplementary information with the audited financial statements or to make the audited financial statements readily available no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.
5. **Internal Controls** – Client is responsible for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including controls established for the purpose of preventing or detecting errors in financial reporting, preventing fraud or misappropriation of assets, and identifying and complying with applicable laws and regulations. PM, in making its risk assessments, will consider internal control relevant to Client's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. PM's audit will not be designed to provide assurance on the design or operating effectiveness of Client's internal controls or to identify all conditions that represent significant deficiencies in those internal controls. PM will communicate all significant deficiencies and material weaknesses in internal controls relevant to the audit of the financial statements, instances of fraud, or misappropriation of assets that come to PM's attention.
6. **Audit Procedures and Limitations** – PM's audit will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and will include examination, on a test basis, of evidence supporting the amounts and disclosures in the Client financial statements specified in this engagement letter. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. An audit in accordance with GAAS involves judgment about the number of transactions to be tested and the overall approach to testing in each area. As a result, PM's audit can only be designed to provide reasonable rather than absolute assurance that these financial statements are free from material misstatement. In addition, an audit in accordance with GAAS is not designed to detect errors or fraud that are immaterial to the financial statements. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected always exists, even in an audit properly planned and performed in accordance with GAAS. In recognition of these limitations, Client acknowledges that PM's audit cannot guarantee that all instances of error or fraud will be identified.
7. **Auditor Communications** – PM is obligated to communicate certain matters related to the audit to those responsible for governance of Client, including instances of error or fraud and significant deficiencies and material weaknesses in internal control that PM identifies during its audit. PM will communicate these matters to the members of Client's governing board, and Client acknowledges and agrees that communication in this manner is sufficient for Client's purposes.
8. **Communication to Group Auditor** – In instances where PM has been engaged as a component auditor for the purposes of a Group Audit, the terms of the engagement may include communication of certain matters related to the audit to the Group Auditor. Client permits such communication. PM will discuss matters being communicated with those responsible for governance of Client.
9. **Accounting and Financial Records** – Client agrees that it is responsible for providing PM with accounting and financial records that are closed, complete, accurate, and in conformity with the requirements of GAAP, for providing schedules and analyses of accounts that PM requests, and for making all Client financial records and related information available to PM for purposes of PM's audit, whether obtained from within or outside of the general ledger and subsidiary ledgers. Where PM has provided estimates of the timing of its work and completion of PM's engagement and issuance of PM's report, those estimates are dependent on Client providing PM with all

such accounting and financial records, schedules, and analyses on the date PM's work commences. PM will assess the condition of Client's accounting and financial records, schedules, and analyses of accounts prior to commencing its work. In the event that such records, schedules, and analyses are not closed, complete, accurate, or in conformity with GAAP, PM may have to reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its audit report.

In any circumstance where PM's work is rescheduled due to Client's failure to provide information as described in the preceding paragraph, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of the audit work or issuance of its audit report. Because rescheduling audit work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for the additional time PM incurs as a result of rescheduling its work. These fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

- 10. Audit Adjustments** – PM will recommend adjustments to Client's accounting records that PM believes are appropriate. Client management is responsible for adjusting Client accounting records and financial statements to correct material misstatements and for affirming to PM in writing that the effects of any unrecorded adjustments identified during PM's audit are immaterial, both individually and in the aggregate, to the Client's financial statements specified in this Agreement.

- 11. Management Representations** – Client is responsible for the financial statements being audited and the implicit and explicit representations and assertions regarding the recognition, measurement, presentation, and disclosure of information therein. During the course of the audit, PM will request information and explanations from Client officers, management, and other personnel regarding accounting and financial matters, including information regarding internal controls, operations, future plans, and the nature and purpose of specific transactions. PM will also require that management make certain representations to PM in writing as a precondition to issuance of PM's report.

PM's audit procedures will be significantly affected by the representations and assertions PM receives from management and, accordingly, false representations could cause material error or fraud to go undetected by PM's procedures. Accordingly, Client acknowledges and agrees that it will instruct each person providing information, explanations, or representations to an auditor to provide true and complete information, to the best of his or her knowledge and belief. It is also agreed that any deliberate misrepresentation by any director, officer, or member of management, or any other person acting under the direction thereof ("Client Personnel"), intended to influence, coerce, manipulate, or mislead PM in the conduct of its audit of the financial statements will be considered a material breach of this Agreement. In addition, as a condition of its audit engagement, Client agrees to indemnify and hold PM and its partners, affiliates, and employees harmless from any and all claims, including associated attorneys' fees and costs, based on PM's failure to detect material misstatements in Client's financial statements resulting in whole or in part from deliberate false or misleading representations, whether oral or written, made to PM by Client Personnel. This indemnity will be inoperative only if, and to the extent that, a court having competent jurisdiction has determined that PM failed to conduct its audit in accordance with generally accepted auditing standards and such failure resulted in PM not determining such misrepresentation by Client Personnel was false.

- 12. Use of Report** – PM's report on the financial statements must be associated only with the financial statements that were the subject of PM's audit engagement. Client may make copies of the audit report, but only if the entire financial statements (including related footnotes and supplemental information, as appropriate) are reproduced and distributed with that report. Client agrees not to reproduce or associate PM's audit report with any other financial statements, or portions thereof, that are not the subject of this engagement.

If PM's report on the financial statements being audited is to be published in any manner or if Client intends to make reference to PM in a publication of any type, Client agrees to submit proofs of the publication to PM for review prior to such publication and cooperate with PM in PM's performance of any additional audit procedures PM deems necessary in the circumstances, the nature and extent of which will be at PM's sole discretion. Client acknowledges and agrees that additional fees for such work will be determined in accordance with the Fee Adjustments provision of this Agreement. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on Client's Internet website, Client understands that electronic sites are a means to distribute information and, therefore, PM is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

- 13. Securities Offerings** – PM's audit does not contemplate, and does not include, any services in connection with any offering of securities, whether registered or exempt from registration. In the event Client elects to incorporate or make reference to PM's report in connection with any offering of debt or equity securities and requests PM's consent to such incorporation or reference, Client understands that additional procedures will need to be performed. In the event PM agrees in writing to perform such additional procedures, the nature and extent of which will be at PM's sole discretion, it is agreed and acknowledged that PM's performance of such additional procedures will be subject to all of the terms and conditions of this Agreement. Additional fees for such work will be determined

Professional Services Agreement – Audit Services

based on the actual time that PM staff expend at current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and that payment for all such additional fees will be made in accordance with the payment terms provided in this Agreement.

If Client incorporates or makes reference to PM's report in connection with any offering of debt or equity securities without obtaining consent from PM as described above, Client agrees to include the following provision in the offering document:

Plante & Moran, PLLC, our independent auditor, has not performed or been engaged to perform any services in connection with the offering of securities. Nor has Plante & Moran, PLLC performed or been engaged to perform any procedures on the financial statements of Client since the date of the Plante & Moran, PLLC report included herein. Plante & Moran, PLLC also has not performed any procedures relating to this offering document.

14. Tax Return Preparation – This engagement does not include preparation of any tax returns or filings. If Client requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.

15. Confidentiality, Ownership, and Retention of Workpapers – During the course of this engagement, PM and PM staff may have access to Client's confidential, proprietary information, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of Client.

In the interest of facilitating PM's services to Client, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, Client recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of such request and to cooperate with Client should Client attempt, at Client's cost, to limit such access. This provision will survive the termination of this Agreement. PM's efforts in complying with such requests will be deemed billable to Client as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

Both Client and PM acknowledge that upon completion of the audit PM is required to send an electronic copy of Client's financial report, PM's official letter of comments and recommendations, and auditing procedures report directly to the State of Michigan pursuant to Michigan Department of Treasury Regulations. Client authorizes and directs PM to provide such information and disclosure of such information shall not constitute a breach of the provisions of this Agreement.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon Client's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Client acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

16. Data Access Management and Consent – PM has operations both in and outside the United States and may, from time to time and at its reasonable discretion, use third-party service providers both in and outside the United States in support of its operations and the services for Client (individually and collectively “Third-Party Provider(s)”). Third-Party Providers may include, for example and without limitation, PM’s international affiliates that support PM’s domestic operations, cloud service providers that support PM’s infrastructure in general, or independent contractors that serve to supplement a particular engagement team’s services for specific engagements. In such circumstances, PM will be solely responsible for the provision of any services by such Third-Party Providers and, where such Third-Party Providers’ services involve the accessing or processing of Client data, PM will require Third-Party Providers to maintain the confidentiality of any such data and not use such data for any purpose unrelated to assisting with PM’s services for Client. In turn, Client, by its duly authorized signature on the accompanying engagement letter, consents to PM disclosing or otherwise allowing access to Client’s data to such Third-Party Providers for such purposes. Client further acknowledges that, from time to time, PM representatives may have occasion to access Client data from outside the United States, for example and without limitation, when such PM representative(s) reside in or travel to another country. In such instances, PM agrees to use data access and storage protocols designed to reasonably safeguard data and Client consents to PM accessing Client data from outside of the United States under such circumstances.

17. Fee Quotes – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees (“Fee Quotes”), these Fee Quotes are based on information provided by Client regarding the nature and condition of its accounting, financial, and tax records; the nature and character of transactions reflected in those records; and the design and operating effectiveness of its internal controls. Client acknowledges that the following circumstances may result in an increase in fees:

- Client’s failure to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Client’s failure to complete the audit preparation work by the applicable due dates;
- Significant unanticipated or undisclosed transactions, audit issues, or other such unforeseeable circumstances;
- Delays by Client causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances, or report disclosures that impact the current year engagement;
- An excessive number of audit adjustments.

PM will use best efforts to advise Client in the event these circumstances occur; however, it is acknowledged that the exact impact on the Fee Quotes may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

18. Payment Terms – PM’s invoices for professional services are due upon receipt unless otherwise specified in the engagement letter. In the event any of PM’s invoices are not paid in accordance with the terms of this Agreement, PM may elect, at PM’s sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM’s services or issuance of PM’s report upon resumption of PM’s work, whether imposed by agreement or by law. Client agrees that in the event PM stops work or terminates this engagement as a result of Client’s failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this engagement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.

19. Fee Adjustments – Any fee adjustments for reasons described in this Agreement will be determined based on the actual time expended by PM staff at PM’s current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM’s invoices related to this engagement. Client acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.

20. Conditions of PM Visit to Client Facilities – Client agrees that some or all of PM’s services may be provided remotely. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM’s performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client’s facility(ies) are requested by Client or otherwise determined by PM to be necessary for the performance of the engaged services,

Client agrees, upon PM's request, to provide to PM Client's policies and procedures that Client has implemented relating to workplace safety and the prevention of the transmission of disease at its facility(ies). In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, "Applicable Preventative Guidance") and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client's facility(ies). Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to Client's facility(ies) or impose further conditions on any such in-person visit if and as PM deems necessary. Client agrees and acknowledges that any determination by PM to visit Client's facility(ies) is not and shall not be construed to be or relied on by Client as a determination by PM of Client's compliance with Applicable Preventative Guidance.

- 21. Release for Biological Agent Liability** – Client acknowledges that there is an inherent risk of exposure to infectious diseases associated with any in-person interaction or in-person visit to property. Accordingly, Client, for itself and its successors and assigns, hereby releases PM and each of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved third-party service providers (collectively, "PM Persons") from any and all claims or causes of action that the Client has, or hereafter may or shall have, against any of them in connection with, related to, or arising out of infectious diseases or the transmission thereof associated with a visit by one or more of the PM Persons to any Client facility(ies) or other in-person interaction with Client personnel.
- 22. Exclusion of Certain Damages** – In no event shall either party be liable to the other, whether a claim be in tort, contract, or otherwise, for any indirect, consequential, punitive, exemplary, lost profits, or similar damages in claims relating to PM's services provided under this engagement.
- 23. Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Client but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Client agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
- 24. Subsequent Discovery of Facts** – After the date of PM's report on the financial statements, PM has no obligation to make any further or continuing inquiry or perform any other auditing procedures with respect to the audited financial statements covered by PM's report, unless new information that may affect the report comes to PM's attention. If PM becomes aware of information that relates to these financial statements but was not known to PM at the date of its report, and that is of such a nature and from such a source that PM would have investigated it had it come to PM's attention during the course of the audit, PM will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of PM's report. In this connection, PM will discuss the matter with Client and request cooperation in whatever investigation and modification of the financial statements that may be necessary. Additional fees for such work will be determined based on the actual time that PM staff expend at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and Client acknowledges and agrees that payment for all such additional fees will be made in accordance with the payment terms provided in this Agreement.
- 25. Termination of Engagement** – This engagement may be terminated by either party upon written notice. Upon notification of termination of this engagement, PM will cease providing services under the engagement. Client shall compensate PM for all time expended and reimburse PM for all out-of-pocket expenditures incurred by PM through the date of termination of this engagement.
- 26. Entire Agreement** – This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.
- 27. Severability** – If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
- 28. Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic or other public health emergency or government mandated shut down (each individually a "Force Majeure Event"). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.

Professional Services Agreement – Audit Services

- 29. Electronic Signatures** – The parties intend that any electronic signature shall be given full legal effect as if it were a handwritten signature.
- 30. Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement – Audit Services

Farmington City Council Staff Report	Council Meeting Date: August 18, 2025	Item Number 7A
Submitted by: Jess Westendorf, DDA Director		
<u>Agenda Topic:</u> DDA Budget Amendment: Art Park Promenade		
<u>Proposed Motion:</u> Motion to approve the resolution amending the DDA 2025/26 Budget, as shown in the attached budget amendment report.		
<p><u>Background:</u></p> <p>This budget amendment was approved by the DDA Board on August 6, 2025 for submittal to the City Council.</p> <p>The amendment includes an increase in Expenditures, Capital Outlay, Art Promenade 248-000.00-970.242 from \$321,000 to \$427,253.50.</p> <p>The project was budgeted at \$321,000 based on pre-bid construction estimates.</p> <p>Note that a \$163,000 Main Street Oakland County (MSOC) Placemaking Grant, funded by ARPA, has been allocated to support the project. These ARPA funds must be used before September 2026.</p> <p>Three contractors bid on the project with the lowest bidder being \$106,253.50 over budget. The DDA Board awarded the lowest bidder and authorized the Executive Director to engage in value engineering with the DDA Design Committee.</p>		
<p><u>Materials:</u></p> <p>2025-26 Budget Amendment Resolution, DDA Board Background Memo</p>		

CITY OF FARMINGTON

RESOLUTION No. _____

Motion by, _____ seconded by, _____

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE 2025-2026 BUDGET.

WHEREAS, three bids were received for the Downtown Development Authority Art Park Promenade project, all exceeding the budgeted pre-bid cost analysis

WHEREAS, the DDA's 2025-2026 budget included \$321,000 for the Art Park Promenade based on pre-bid cost analysis and the lowest bid exceeds the pre-bid estimate by \$106,253.50.

THEREFORE, BE IT RESOLVED that the Farmington City Council hereby adjusts the 2025-2026 Downtown Development Authority budget as shown below; Budget Amendment No. 1

Budget Amendment No. 1

Fund: 248 Downtown Development Authority

Capital Outlay, Art Promenade	\$106,253.50	
Reduction of DDA Fund Balance		\$106,253.50
To provide additional funding for the Art Park Promenade		

ROLL CALL

Ayes:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED

Meaghan Bachman, City Clerk

Mission: To promote and enrich a vigorous downtown business and residential district while retaining and enhancing our Main Street atmosphere.



August 1, 2025

TO: DDA Board of Directors

FROM: Jess Westendorf, Executive Director

SUBJECT: Consideration and Award of Bid for Art Park Promenade

BACKGROUND:

Bids for the Art Park Promenade project were received on July 30. Three contractors submitted proposals, each including a base bid and an alternate for composite fencing:

- **Anglin Civic, LLC:** \$641,216.68 (base) / \$661,796.08 (with composite fencing)
- **WCI Contractors, Inc.:** \$457,670 (base) / \$481,160 (with composite fencing)
- **Warren Contractors & Development, Inc.:** \$409,433.50 (base) / \$427,253.50 (with composite fencing)

The project was budgeted at \$321,000 based on pre-bid construction estimates. A \$163,000 Main Street Oakland County (MSOC) Placemaking Grant, funded by ARPA, has been allocated to support the project. These ARPA funds must be used before September 2026.

Construction is anticipated to begin in late August or early September following the completion of adjacent Thomas Street work.

Staff recommends awarding the bid to **Warren Contractors & Development, Inc.**, the lowest qualified bidder, and authorizing the Executive Director to work with the DDA Design Committee on value engineering to bring the project closer to budget. The current bid exceeds the pre-bid estimate by \$106,253.50. The DDA has \$170,000 in the fund balance budgeted for FY 25–26, which could be used to cover potential overruns.

The motion below authorizes full funding at the bid alternate level (including composite fencing) to avoid delays, while still allowing for cost-saving adjustments through the design process.

Mission: To promote and enrich a vigorous downtown business and residential district while retaining and enhancing our Main Street atmosphere.



ACTION:

MOTION by, SECONDED by,

RESOLVED, that the Board awards the Art Park Promenade contract to Warren Contractors & Development, Inc. in an amount not to exceed \$427,253.50, and authorizes the DDA Executive Director and Design Committee to pursue value engineering to reduce project costs where feasible. The additional funding for the project to be provided through an appropriation of fund balance, if necessary, not to exceed \$106,253.50.

Farmington City Council Staff Report	Council Meeting Date: August 18, 2025	Item Number 7B
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Salt Storage Structure Payment Application #3 Final		
Proposed Motion: Payment Application #3 (Final) to Clear Heights Construction LLC, located in Grandville, MI, in the amount of \$160,556.10 for the reconstruction of the Salt Storage Structure.		
Background: City Council approved the proposal from Clear Heights Construction LLC (CHC) January 21, 2025, for the demolition and reconstruction of the salt storage structure located at 33720 W. 9 Mile Road. CHC has provided the required bonding and insurance documentation. CHC has applied for permitting. Legal Counsel has reviewed and approved the documentation from CHC. Section 2: General Sales Conditions Article C: Payment Terms of the contract require the final 30% payment (\$160,556.10) upon completion of construction. Construction is completed, final inspections have been conducted, and certificate of occupancy has been issued. The Public Works Superintendent recommends approving Payment Application No. 3 (Final) payment for the Salt Storage Structure reconstruction to Clear Heights Construction LLC in the amount of \$160,556.10. The Change Order No. 1 (\$12,100) increased the reconstruction contract from \$535,187 to \$547,287. MDOT will share 42% (\$224,778.54) of the total construction expense. MDOT will also reimburse the City of Farmington a portion of our expense by moving the salt out of the old salt dome and into the new salt storage structure, covering costs for the OHM survey, and other expenses. MDOT will not share the expense of Change Order No. 1. The City Administration will prepare an invoice for the Michigan Department of Transportation (MDOT) for their 42% share of the project.		
Materials: Clear Heights Construction LLC invoice #8242-3		

Clear Heights Construction, LLC.

6686 Wilson Ave S.W.

Grandville, MI 49418

Fax: (616) 930-3345 Phone: (800) 787-186.



Invoice

DATE	INVOICE #
8/11/2025	8242-3

BILL TO:
City of Farmington 23600 Liberty St. Farmington, MI 48335

SHIP TO:
City of Farmington DPW 33720 W. 9 Mile Rd. Farmington, MI 48335

SALES REP.	Job#	BBS SOURCEWELL #	FARMINGTON SOURCEWELL #	TERMS
JD	CA-8242	071223-BRT	155197	NET 15

QUANTITY	ITEM CODE	DESCRIPTION	UNIT PRICE	AMOUNT
1		48' x 60' Britespan Atlas Structure with doors		
1		Labor to Install		
1		Freight		
1		Concrete foundation and floor around perimeter		
1		Existing building demolition, cut-outs, and concrete removal		
1		New asphalt inside building		
1		Excavation for footings and fill for floor		
1		Electrical package		
1		Bonds for performance and payment		
1		Permits		
1		Testing		
1		Engineering		
TOTAL CONTRACT AMOUNT: \$535,187.00				
CHANGE ORDER #1 INCREASES CONTRACT AMOUNT BY: \$12,100.00				
NEW CONTRACT AMOUNT AFTER CHANGE ORDER #1: \$547,287.00				
35% Deposit per order agreement - \$187,315.45 - PAID Check #140679				
35% Due on Completion of Concrete per order agreement - \$187,315.45 - PAID Check #142142				
Add'l Concrete & Related Services per Change Order #1 - \$12,100.00 - PAID Check #142142				
Balance due on Project Completion				\$ 160,556.10

Thank you for your business.

Total Due	\$ 160,556.10
------------------	----------------------

File No. _____

FULL CONDITIONAL WAIVER

My/our contract with _____ to
(other contracting party)

provide _____ for the improvement to the property

described as: _____

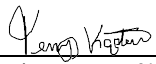
having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

This waiver is conditioned on actual payment of \$ _____

Signed on: 8/6/25

(date)

(name of lien claimant)


(signature of lien claimant)

Address: _____

Telephone: _____

DO NOT SIGN BLANK OR INCOMPLETE FORMS

RETAIN A COPY

FULL UNCONDITIONAL WAIVER

My/our contract with Clear Heights Construction, LLC to provide
building manufacturing (other contracting party)
for the improvement of the property described as
City of Farmington DPW 48 x 60 Salt Storage Building Installation - 33720 W. 9 Mile Rd.
Farmington, MI 48335 having been

fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

STEW BURKE
(Printed Name of Lien Claimant)

[Signature]
(Signature of lien claimant)

Signed on: August 1, 2025

Address: 688 Tupper St.
Wingham, Ontario, Canada

Telephone: 1-800-407-5846

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

My/our contract with Clear Heights Construction, LLC to provide
demolition services (other contracting party) for the improvement of the property described as
City of Farmington DPW 48 x 60 Salt Storage Building Installation - 33720 W. 9 Mile Rd.
Farmington, MI 48335 having been

fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Eric Hoy
(Printed Name of Lien Claimant)

Eric Hoy
(Signature of lien claimant)

Signed on: 7-8-2025

Address: 21950 Hoover Road
Warren MI 48089

Telephone: 586-427-9933

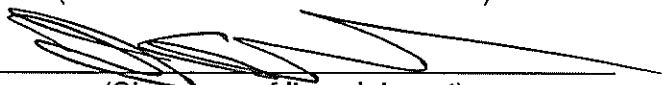
DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

My/our contract with Clear Heights Construction, LLC to provide
asphalt services (other contracting party) for the improvement of the property described as
City of Farmington DPW 48 x 60 Salt Storage Building Installation - 33720 W. 9 Mile Rd.
Farmington, MI 48335 having been

fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Dylan Tamber
(Printed Name of Lien Claimant)

(Signature of lien claimant)

Signed on: 8/5

Address: 2800 Childs Lake
Rd. Milford, MI

Telephone: (248) 529-6005

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

My/our contract with Clear Heights Construction, LLC to provide
electrical services (other contracting party) for the improvement of the property described as
City of Farmington DPW 48 x 60 Salt Storage Building Installation - 33720 W. 9 Mile Rd.
Farmington, MI 48335 having been

fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Nick Kley
(Printed Name of Lien Claimant)

[Signature]
(Signature of Lien Claimant)

Signed on: 8/1/25

Address: 306 Northern Dr NW
GR, MI 49534

Telephone: 616-453-5673

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER


My/our contract with Clear Heights Construction, LLC to provide
concrete & excavation services (other contracting party)
for the improvement of the property described as
City of Farmington DPW 48 x 60 Salt Storage Building Installation - 33720 W. 9 Mile Rd.
Farmington, MI 48335 having been

fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Jason Hillis

(Printed Name of Lien Claimant)

Signed by: 
2218D8DA9408466...

(Signature of lien claimant)

Signed on: 6/24/2025

Address: 10830 Kennedy Rd

Emmett, Mi. 48022

Telephone: _____

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

My/our contract with Clear Heights Construction, LLC to provide
(other contracting party)
engineering and on-site inspection services for the improvement of the property described as
City of Farmington DPW 48 x 60 Salt Storage Building Installation - 33720 W. 9 Mile Rd.
Farmington, MI 48335 having been

fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Amy Schneider
(Printed Name of Lien Claimant)

[Signature]
(Signature of lien claimant)

Signed on: 8/13/25

Address: 1866 Woodlee
Troy, MI 48083

Telephone: 248.680.0400

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

Farmington City Council Staff Report	Council Meeting Date: August 18, 2025	Item Number 7C
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Consideration to accept the bid for Shiawassee Road Resurfacing.		
Proposed Motion: Move to accept bids and award Shiawassee Road Resurfacing to R&R Asphalt in the amount of \$309,451.25 plus \$31,000 contingency, totaling \$340,451.25. Allowing City Administration to execute the contract documents subject to any minor amendments to the final form of the City Manager's office and the City Attorney's office.		
Background: On July 2, 2025, Consumers Energy conducted emergency gas line repair/replacement on Shiawassee Road between the Rouge River and Warner Street due to a natural gas leak. A significant area of Shiawassee Road was excavated attempting to locate the natural gas leak. Consumers Energy is responsible for repairing the portion of the road that they damaged. The road surrounding the damaged area is not in great shape and should be considered for replacement at the same time the damaged road area is repaired to take advantage of efficiency. The city's consulting engineers, Orchard Hiltz & McCliment Advisors (OHM), determined that there were two logical options for road repair. Option 1 would repair the road between \$209,179 and \$256,619. Option 2 would replace the road from \$309,451 to \$386,274. OHM solicited quotes for the Shiawassee Road Resurfacing for both options with the following results.		
Bid Tabulation	Option 1 Rouge River to Warner St	Option 2 Rouge River to Farmington Rd
R & R Asphalt	\$213,325.36	\$309,451.25
Nagel Paving	\$209,179.42	\$325,619.33
Allied Construction	\$232,225.30	\$375,855.10
Al's Asphalt	\$256,619.33	\$386,274.05
Administration is recommending Option 2 because it will replace all the asphalt from the damaged area west to where the road transitions to concrete. OHM recommends awarding the contract for the Shiawassee Road Resurfacing in the amount of \$309,451.25 to R&R Asphalt located in Milford MI. Engineers at OHM recommend including a contingency of approximately 10% (\$31,000) to cover unforeseen issues. The total construction contract not to exceed \$340,451.25 should be approved by Council.		
The City's Budget Policy recommends maintaining a minimum \$200,000 fund balance in the Major and Municipal Street funds. If City Council directs the City Administration to transfer available funds from the Municipal Street Fund to the Major Street Fund, an additional \$140,000 would be needed to resurface this segment of Shiawassee Road to prevent the City from going below its fund balance minimums. Consumers Energy has agreed to contribute \$38,826 to the road restoration. The remaining funding needed could be drawn from the Gill Road funding as that project will not commence until the spring/summer of 2026.		
R&R Asphalt	\$309,451.25	
Contingency	\$ 31,000.00	
<u>OHM</u>	<u>\$ 45,000.00</u>	
	\$385,451.25	
Materials: OHM Recommendation of award Bid Tab		

Tabulation for Bids Received on 7/25/25
Shiawassee St - Consumers Pavement Repairs (Warner to Farmington N)
City of Farmington, Oakland County, State of Michigan
OHM Job Number: 0111-25-0010

Nagle Paving Company
39525 W 13 Mile Rd Ste 300
Novi, MI 48377

248-553-0600

R&R Asphalt
2800 Childs Lake Rd
Milford, MI 48381

248-529-6005

Allied Construction
PO Box 1290, 9633 Northwest Ct.
Clarkston, MI 48347

248-652-9581

Al's Asphalt Paving Co.
25500 Brest Road
Taylor, MI 48180

734-946-1880

Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization, Max	1	LSUM	\$12,000.00	\$12,000.00	\$7,500.00	\$7,500.00	\$32,910.00	\$32,910.00	\$15,000.00	\$15,000.00
2	_Pavt, Rem, Modified	263.9	SYD	\$23.75	\$6,267.63	\$20.00	\$5,278.00	\$0.00	\$0.00	\$45.00	\$11,875.50
3	Erosion Control, Inlet Protection, Fabric Drop	8	EA	\$150.00	\$1,200.00	\$150.00	\$1,200.00	\$120.00	\$960.00	\$125.00	\$1,000.00
4	_Aggregate Base, Modified	10	TON	\$39.50	\$395.00	\$30.00	\$300.00	\$0.00	\$0.00	\$48.00	\$480.00
5	Dr Structure Cover, Adj, Case 1	6	EA	\$750.00	\$4,500.00	\$1,250.00	\$7,500.00	\$0.00	\$0.00	\$950.00	\$5,700.00
6	Cold Milling HMA Surface	3300	SYD	\$5.00	\$16,500.00	\$4.95	\$16,335.00	\$4.70	\$15,510.00	\$4.95	\$16,335.00
7	_Hand Patching, Modified (for Pavt Patches)	100	TON	\$150.00	\$15,000.00	\$195.00	\$19,500.00	\$0.00	\$0.00	\$275.00	\$27,500.00
8	_Hand Patching, Special (for Det 7's)	100	TON	\$255.00	\$25,500.00	\$425.00	\$42,500.00	\$0.00	\$0.00	\$300.00	\$30,000.00
9	_HMA, 4emh (Leveling)	349.39	TON	\$125.00	\$43,673.75	\$135.00	\$47,167.65	\$135.00	\$47,167.65	\$144.00	\$50,312.16
10	_HMA, 5emh (Top)	349.39	TON	\$136.00	\$47,517.04	\$139.00	\$48,565.21	\$135.00	\$47,167.65	\$153.00	\$53,456.67
11	_Traffic Control, LS - including temp tape and traffic regulators	1	LSUM	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
12	Sanitary Structure Cover, Adj, Case 1	1	EA	\$875.00	\$875.00	\$1,700.00	\$1,700.00	\$2,950.00	\$2,950.00	\$1,100.00	\$1,100.00
13	_Misc Preparing Pavement	7.7	STA	\$2,000.00	\$15,400.00	\$235.00	\$1,809.50	\$0.00	\$0.00	\$2,700.00	\$20,790.00
14	Pavt Mrkg, Polyurea, Lt Turn Arrow	2	EA	\$275.00	\$550.00	\$300.00	\$600.00	\$0.00	\$0.00	\$300.00	\$600.00
15	Pavt Mrkg, Polyurea, 4 inch, White	100	FT	\$2.05	\$205.00	\$1.75	\$175.00	\$0.00	\$0.00	\$1.95	\$195.00
16	Pavt Mrkg, Polyurea, 4 inch, Yellow	1700	FT	\$2.05	\$3,485.00	\$1.75	\$2,975.00	\$0.00	\$0.00	\$1.95	\$3,315.00
17	Pavt Mrkg, Polyurea, 12 inch, Yellow - hatching	100	FT	\$7.15	\$715.00	\$20.00	\$2,000.00	\$0.00	\$0.00	\$30.00	\$3,000.00
18	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	24	FT	\$16.50	\$396.00	\$30.00	\$720.00	\$0.00	\$0.00	\$40.00	\$960.00
	Temporary Pavement Removal and Repair, 6" (Allied only)	260	SYD					\$85.00	\$22,100.00		
	Hand Patching, Crack Detail Repairs (Allied Only)	100	TON					\$175.00	\$17,500.00		
	Misc Preparing Pavement (Allied Only)	1	LSUM*					\$23,460.00	\$23,460.00		
	Pavement Marking, Polyurea Allowance (Allied only)	1	LSUM**					\$7,500.00	\$7,500.00		
	TOTAL				\$209,179.42		\$213,325.36		\$232,225.30		\$256,619.33

* Allied Estimate stated this unit as "LSUM" - should be STA

** Allied Estimate stated this unit as "EA" - should be LSUM

Tabulation for Bids Received on 7/25/25
Shiawassee St - Consumers Pavement Repairs (Farmington N to Farmington S)
City of Farmington, Oakland County, State of Michigan
OHM Job Number: 0111-25-0010

Allied Construction
PO Box 1290, 9633 Northwest Ct.
Clarkston, MI 48347

248-652-9581

Nagle Paving Company
39525 W 13 Mile Rd Ste 300
Novi, MI 48377

248-553-0600

R&R Asphalt
2800 Childs Lake Rd
Milford, MI 48381

248-529-6005

Al's Asphalt Paving Co.
25500 Brest Road
Taylor, MI 48180

734-946-1880

Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization, Max	1	LSUM	\$38,300.00	\$38,300.00	\$17,000.00	\$17,000.00	\$9,500.00	\$9,500.00	\$15,000.00	\$15,000.00
2	_Pavt, Rem, Modified	263.9	SYD	\$0.00	\$0.00	\$23.75	\$6,267.63	\$20.00	\$5,278.00	\$45.00	\$11,875.50
3	Erosion Control, Inlet Protection, Fabric Drop	8	EA	\$120.00	\$960.00	\$150.00	\$1,200.00	\$150.00	\$1,200.00	\$125.00	\$1,000.00
4	_Aggregate Base, Modified	10	TON	\$0.00	\$0.00	\$39.50	\$395.00	\$30.00	\$300.00	\$48.00	\$480.00
5	Dr Structure Cover, Adj, Case 1	6	EA	\$0.00	\$0.00	\$750.00	\$4,500.00	\$1,250.00	\$7,500.00	\$950.00	\$5,700.00
6	Cold Milling HMA Surface	6473	SYD	\$4.70	\$30,423.10	\$4.50	\$29,128.50	\$4.45	\$28,804.85	\$4.95	\$32,041.35
7	_Hand Patching, Modified (for Pavt Patches)	100	TON	\$0.00	\$0.00	\$150.00	\$15,000.00	\$195.00	\$19,500.00	\$275.00	\$27,500.00
8	_Hand Patching, Special (for Det 7's)	50	TON	\$0.00	\$0.00	\$255.00	\$12,750.00	\$425.00	\$21,250.00	\$300.00	\$15,000.00
9	_HMA, 4emh (Leveling)	677.6	TON	\$135.00	\$91,476.00	\$123.00	\$83,344.80	\$128.00	\$86,732.80	\$144.00	\$97,574.40
10	_HMA, 5emh (Top)	677.6	TON	\$135.00	\$91,476.00	\$134.00	\$90,798.40	\$131.00	\$88,765.60	\$153.00	\$103,672.80
11	_Traffic Control, LS - including temp tape and traffic regulators	1	LSUM	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$9,500.00	\$9,500.00	\$15,000.00	\$15,000.00
12	Sanitary Structure Cover, Adj, Case 1	1	EA	\$2,950.00	\$2,950.00	\$875.00	\$875.00	\$1,700.00	\$1,700.00	\$1,100.00	\$1,100.00
13	_Adjust Sprinkler Head	5	EA	\$0.00	\$0.00	\$100.00	\$500.00	\$75.00	\$375.00	\$0.00	\$0.00
14	_Gate Well Cover, Adj, Case 1	1	EA	\$750.00	\$750.00	\$805.00	\$805.00	\$1,700.00	\$1,700.00	\$0.00	\$0.00
15	_Sprinkler Head	5	EA	\$0.00	\$0.00	\$100.00	\$500.00	\$85.00	\$425.00	\$0.00	\$0.00
16	_Irrigation Piping	100	FT	\$0.00	\$0.00	\$5.00	\$500.00	\$100.00	\$10,000.00	\$0.00	\$0.00
17	_Misc Preparing Pavement	16	STA	\$0.00	\$0.00	\$2,000.00	\$32,000.00	\$235.00	\$3,760.00	\$2,700.00	\$43,200.00
18	Pavt Mrkg, Polyurea, Lt Turn Arrow	4	EA	\$0.00	\$0.00	\$275.00	\$1,100.00	\$300.00	\$1,200.00	\$300.00	\$1,200.00
19	Pavt Mrkg, Polyurea, 4 inch, White	200	FT	\$0.00	\$0.00	\$2.05	\$410.00	\$1.75	\$350.00	\$1.95	\$390.00
20	Pavt Mrkg, Polyurea, 6 inch, Cross Walk	70	FT	\$0.00	\$0.00	\$3.85	\$269.50	\$10.00	\$700.00	\$20.00	\$1,400.00
21	Pavt Mrkg, Polyurea, 4 inch, Yellow	2800	FT	\$0.00	\$0.00	\$2.05	\$5,740.00	\$1.75	\$4,900.00	\$1.95	\$5,460.00
22	Pavt Mrkg, Polyurea, 12 inch, Yellow - hatching	200	FT	\$0.00	\$0.00	\$7.15	\$1,430.00	\$20.00	\$4,000.00	\$30.00	\$6,000.00
23	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	67	FT	\$0.00	\$0.00	\$16.50	\$1,105.50	\$30.00	\$2,010.00	\$40.00	\$2,680.00
	Temporary Pavement Removal and Repair, 6" (Allied only)	260	SYD	\$85.00	\$22,100.00						
	Hand Patching, Crack Detail Repairs (Allied Only)	200	TON	\$175.00	\$35,000.00						
	Misc Preparing Pavement (Allied Only)	1	LSUM*	\$32,420.00	\$32,420.00						
	Pavement Marking, Polyurea Allowance (Allied only)	1	LSUM**	\$15,000.00	\$15,000.00						
	TOTAL				\$375,855.10		\$325,619.33		\$309,451.25		\$386,274.05

* Allied Estimate stated this unit as "LSUM" - should be STA

** Allied Estimate stated this unit as "EA" - should be LSUM

Farmington City Council Staff Report	Council Meeting Date: September 18, 2025	Item Number 7D
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Payment Application No. 1 & No. 2 for the Thomas & School Street Reconstruction		
Proposed Motion: Move to approve payment application No. 1 Fiscal Year 24/25 in the amount of \$49,299.45 & No. 2 Fiscal Year 25/26 in the amount of \$267,294.15 to Superior Excavating Inc. located in Auburn Hills MI totaling \$316,595.90 for the Thomas & School Street Reconstruction and water main replacement.		
Background: In conjunction with the Robertson Brothers Hillside Townhome development, Superior Excavating was awarded the public infrastructure reconstruction project, which includes the water main, sidewalks, storm water improvements, and road replacement. OHM Advisors has been overseeing the reconstruction and communicating with Robertson Brothers, their engineers Nowack Fraus, the City of Farmington Administration, and the residents & businesses of the area.		
<u>Construction Estimate No.1</u> For work completed prior to June 30, 2025 (FY 24/25) includes approximately 25% of new water main installation, two water main connections and three gate valves, and structures (wells).		
<u>Construction Estimate No.2</u> For work completed in the month of July (FY25/26) includes mobilization, new water main, water main connections, gate valves & structures, water service connections, fire hydrants, pavement & sidewalk removals, grading, undercutting, storm water drainage, and pavement underdrain.		
OHM recommends approving payment No. 1 Fiscal Year 24/25 in the amount of \$49,299.45 & No. 2 Fiscal Year 25/26 in the amount of \$267,294.15 to Superior Excavating Inc. located in Auburn Hills, MI totaling \$316,595.90 for the Thomas & School Street Reconstruction and Water Main Replacement. To date \$35,177.32 held as retainage and \$351,773.22 is the total earnings to date.		
Progress has been smooth with inconveniences to the residents and businesses during the water main connections and pavement removal/grading.		
Materials: OHM Recommendation of Payment Application No. 1 & 2		



August 12, 2025

Mr. Chuck Eudy
Public Works Superintendent
City of Farmington
23600 Liberty Street
Farmington, Michigan 48335

Regarding: Thomas & School St Reconstruction
OHM Job No. 0111-24-0073
Payment Application No.1

Dear Mr. Eudy:

Enclosed is progress Payment Application No. 1 for the referenced project.

Superior Excavating Inc. has completed the work shown on the attached payment application for the period ending June 30, 2025, and we would recommend payment to the Contractor in the amount of **\$49,299.75**.

Sincerely,
OHM Advisors

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

Matt Parks, P.E.
Client Representative

cc: Tyler Mendrek, Superior Excavating Inc. (via e-mail)
Jennifer Thomas, Robertson Homes (via e-mail)
Russ Nuffer, Robertson Homes (via e-mail)
Mike McNutt, OHM Advisors (via e-mail)
Austin Downie, OHM Advisors (via e-mail)
Katie Schroeder, OHM Advisors (via e-mail)
File

PAYMENT APPLICATION



Project: City of Farmington - Thomas & School St Reconstruction
Job Number: 0111-24-0073
Number: 1
Period End Date: 6/30/2025
Status: Approved
Contract Start Date: 5/19/2025
Contract End Date: 12/31/2025
Contract Duration: 226
Print Date: 8/12/2025

OWNER: City of Farmington
23600 Liberty Street
Farmington, MI 48335
(248) 474-5500

CONTRACTOR: Superior Excavating Inc.
2420 Auburn Road
Auburn Hills, MI 48326-3104
(248) 853-7075

SCHEDULE On STATUS:
NOTE:

Original Contract Amount:	\$773,254.50	Earnings This Period:	\$54,777.50
Change Orders Amount:	\$0.00	Earnings To Date:	\$54,777.50
Current Contract Amount:	\$773,254.50	Previous Retainage Amount:	\$0.00
		Retainage This Period:	\$5,477.75
		Less Total Retained To Date:	\$5,477.75
		Net Earned:	\$49,299.75
		Previous Earnings:	\$0.00
		Amount Due Contractor:	\$49,299.75

Retainage: 10% of Total Earnings To 50% of Contract. Then 5% of Contract

Approved By  **Michael McNutt** 
Chuck Eudy - Public Works Superintendent - City of Farmington Date

Prepared By Michael McNutt, Construction Group Manager Date

Digitally signed by Michael McNutt
DN: cn=S. E. McNutt, email=smc@ohm-advisors.com,
c=US, o=OHM ADVISORS, ou=Michael McNutt
Date: 2025.08.12 12:34:59-0400

City of Farmington - Thomas & School St Reconstruction

Items

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
Division: A - Category 1 - Miscellaneous									
1	Permit Fees Allowance	1000.00 Dlr	1000.00	\$1.00	0.00	0.00	\$0.00	0.00	\$0.00
2	Audio Video Route Survey	1.00 LSUM	1.00	\$950.00	0.00	0.00	\$0.00	0.00	\$0.00
3	Mobilization, Max 5%	1.00 LSUM	1.00	\$5,000.00	0.00	0.00	\$0.00	0.00	\$0.00
4	Traffic Maintenance and Control	1.00 LSUM	1.00	\$3,000.00	0.00	0.00	\$0.00	0.00	\$0.00
5	Minor Traf Devices	1.00 LSUM	1.00	\$2,500.00	0.00	0.00	\$0.00	0.00	\$0.00
A - Category 1 - Miscellaneous Sub-Total:							\$0.00		\$0.00
Retainage							\$0.00		
Division: B - Category 2 - Construction									
6	Subgrade Undercutting, Type II (Modified)	80.00 Cyd	80.00	\$54.00	0.00	0.00	\$0.00	0.00	\$0.00
7	Subgrade Undercutting, Type II (Special)	40.00 Cyd	40.00	\$46.00	0.00	0.00	\$0.00	0.00	\$0.00
8	Exploratory Excavation, Trench	50.00 Ft	50.00	\$3.00	0.00	0.00	\$0.00	0.00	\$0.00
9	Erosion Control, Inlet Protection, Fabric Drop	13.00 Ea	13.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
10	Maintenance Aggregate, 21AA	35.00 Ton	35.00	\$49.00	10.00	0.00	\$490.00	10.00	\$490.00
11	Trench Undercut and Backfill	20.00 Cyd	20.00	\$10.00	0.00	0.00	\$0.00	0.00	\$0.00
12	Utility Structure, Adj, Add Depth	5.00 Ft	5.00	\$135.00	0.00	0.00	\$0.00	0.00	\$0.00
13	Hand Patching	5.00 Ton	5.00	\$300.00	0.00	0.00	\$0.00	0.00	\$0.00
14	Sprinkler Line, up to 1 inch	500.00 Ft	500.00	\$2.00	0.00	0.00	\$0.00	0.00	\$0.00
15	Sprinkler Head, Remove & Reset	50.00 Ea	50.00	\$25.00	0.00	0.00	\$0.00	0.00	\$0.00
16	Sprinkler Head, Replace	50.00 Ea	50.00	\$25.00	0.00	0.00	\$0.00	0.00	\$0.00
17	Remove Water Service Lead	3.00 Ea	3.00	\$200.00	0.00	0.00	\$0.00	0.00	\$0.00
18	Water Main Cut and Cap, up to 8 inch	4.00 Ea	4.00	\$1,200.00	0.00	0.00	\$0.00	0.00	\$0.00
19	Dr Structure, Rem	2.00 Ea	2.00	\$600.00	0.00	0.00	\$0.00	0.00	\$0.00
20	Sewer, Rem, Less than 24 inch	150.00 Ft	150.00	\$32.00	0.00	0.00	\$0.00	0.00	\$0.00
21	Curb and Gutter, Rem	150.00 Ft	150.00	\$8.00	0.00	0.00	\$0.00	0.00	\$0.00
22	Pavt, Rem	2850.00 Syd	2850.00	\$4.00	0.00	0.00	\$0.00	0.00	\$0.00
23	Sidewalk, Rem	500.00 Syd	500.00	\$6.00	0.00	0.00	\$0.00	0.00	\$0.00
24	Water Main, Rem	1600.00 Ft	1600.00	\$20.00	0.00	0.00	\$0.00	0.00	\$0.00
25	Gate Valve & Well, Rem	3.00 Ea	3.00	\$700.00	0.00	0.00	\$0.00	0.00	\$0.00
26	Hydrant, Rem	1.00 Ea	1.00	\$600.00	0.00	0.00	\$0.00	0.00	\$0.00
27	Sign, Salvage & Reset	10.00 Ea	10.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
28	Station Grading	8.00 Sta	8.00	\$1,200.00	0.00	0.00	\$0.00	0.00	\$0.00
29	Aggregate Base, 21AA (Limestone), 8 inch	1150.00 Ton	1150.00	\$45.00	0.00	0.00	\$0.00	0.00	\$0.00
OHM Advisors			(734) 522-6711	OHM-Advisors.com					
34000 Plymouth Road									
Livonia, MI 48150									

City of Farmington - Thomas & School St Reconstruction

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
30	Aggregate Base, 21AA (Limestone), Drive Approach, 6 inch	60.00 Ton	60.00	\$49.00	0.00	0.00	\$0.00	0.00	\$0.00
31	Aggregate Base, 21AA (Limestone), Sidewalk, 4 inch	110.00 Ton	110.00	\$58.00	0.00	0.00	\$0.00	0.00	\$0.00
32	Underdrain, Subgrade, Open-Graded, 6 inch	350.00 Ft	350.00	\$19.00	0.00	0.00	\$0.00	0.00	\$0.00
33	Driveway, MDOT HMA 13A, 4 inch	40.00 Ton	40.00	\$306.00	0.00	0.00	\$0.00	0.00	\$0.00
34	MDOT HMA 4EML, 3 inch, Base Course	430.00 Ton	430.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
35	MDOT HMA 5EML, 2 inch, Wearing Course	285.00 Ton	285.00	\$159.00	0.00	0.00	\$0.00	0.00	\$0.00
36	Conc Pavt with Integral Curb, Nonreinf, 8 inch	60.00 Syd	60.00	\$156.00	0.00	0.00	\$0.00	0.00	\$0.00
37	Decorative Conc Pavt with Integral Curb, Nonreinf, 8 inch	20.00 Syd	20.00	\$167.00	0.00	0.00	\$0.00	0.00	\$0.00
38	Driveway w/ Integral, Nonreinf Conc, 6 inch	25.00 Syd	25.00	\$78.00	0.00	0.00	\$0.00	0.00	\$0.00
39	Curb and Gutter, Conc, Det F2, Modified	1600.00 Ft	1600.00	\$42.00	0.00	0.00	\$0.00	0.00	\$0.00
40	Detectable Warning Surface	50.00 Ft	50.00	\$111.00	0.00	0.00	\$0.00	0.00	\$0.00
41	Sidewalk, Conc, 4 inch	3500.00 Sft	3500.00	\$10.00	0.00	0.00	\$0.00	0.00	\$0.00
42	Sidewalk, Conc, 6 inch	200.00 Sft	200.00	\$12.79	0.00	0.00	\$0.00	0.00	\$0.00
43	Sidewalk Ramp, Conc, 6 inch	835.00 Sft	835.00	\$14.50	0.00	0.00	\$0.00	0.00	\$0.00
44	Sidewalk Ramp, Conc, 8 inch	190.00 Sft	190.00	\$15.60	0.00	0.00	\$0.00	0.00	\$0.00
45	Sidewalk Brick Pavers on Conc and Sand Bed, Argyle Pattern	1500.00 Sft	1500.00	\$37.00	0.00	0.00	\$0.00	0.00	\$0.00
46	Pavt Mrkg, Polyurea, 6 inch, White	350.00 Ft	350.00	\$11.00	0.00	0.00	\$0.00	0.00	\$0.00
47	Turf Establishment	8.00 Sta	8.00	\$830.00	0.00	0.00	\$0.00	0.00	\$0.00
48	Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	180.00 Ft	180.00	\$72.00	0.00	0.00	\$0.00	0.00	\$0.00
49	Storm Sewer, CI IV, RCP, 24 inch, Tr Det B	50.00 Ft	50.00	\$112.00	0.00	0.00	\$0.00	0.00	\$0.00
50	Dr Structure Cover, Type B	7.00 Ea	7.00	\$550.00	0.00	0.00	\$0.00	0.00	\$0.00
51	Dr Structure Cover, Type C	5.00 Ea	5.00	\$826.00	0.00	0.00	\$0.00	0.00	\$0.00
52	Dr Structure Cover, Type Q	5.00 Ea	5.00	\$648.00	0.00	0.00	\$0.00	0.00	\$0.00
53	Dr Structure, 24 inch dia	2.00 Ea	2.00	\$1,960.00	0.00	0.00	\$0.00	0.00	\$0.00
54	Dr Structure, 48 inch dia	2.00 Ea	2.00	\$3,800.00	0.00	0.00	\$0.00	0.00	\$0.00
55	Utility Structure, Adj	17.00 Ea	17.00	\$400.00	0.00	0.00	\$0.00	0.00	\$0.00
56	Polyethylene Encasement	895.00 Ft	895.00	\$1.00	230.50	0.00	\$230.50	230.50	\$230.50
57	Water Main, Class 54, DI, 6 inch, Tr Det G	25.00 Ft	25.00	\$107.00	0.00	0.00	\$0.00	0.00	\$0.00
58	Water Main, Class 54, DI, 8 inch, Tr Det G	20.00 Ft	20.00	\$114.00	8.50	0.00	\$969.00	8.50	\$969.00
59	Water Main, Class 54, DI, 12 inch, Tr Det G	850.00 Ft	850.00	\$164.00	222.00	0.00	\$36,408.00	222.00	\$36,408.00
60	Connection to Existing Water Main	5.00 Ea	5.00	\$2,730.00	2.00	0.00	\$5,460.00	2.00	\$5,460.00
61	Curb Stop & Box, up to 1 inch	6.00 Ea	6.00	\$1,380.00	0.00	0.00	\$0.00	0.00	\$0.00
62	Fire Hydrant Assembly	1.00 Ea	1.00	\$7,500.00	0.00	0.00	\$0.00	0.00	\$0.00

OHM Advisors

34000 Plymouth Road
Livonia, MI 48150

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City of Farmington - Thomas & School St Reconstruction

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
63	Gate Valve & Well, 8 inch	1.00 Ea	1.00	\$8,700.00	0.00	0.00	\$0.00	0.00	\$0.00
64	Gate Valve & Well, 12 inch	3.00 Ea	3.00	\$11,220.00	1.00	0.00	\$11,220.00	1.00	\$11,220.00
65	Water Service, up to 1 inch	6.00 Ea	6.00	\$1,220.00	0.00	0.00	\$0.00	0.00	\$0.00
66	Water Service Jumper Connect, up to 1 inch	6.00 Ea	6.00	\$650.00	0.00	0.00	\$0.00	0.00	\$0.00
B - Category 2 - Construction Sub-Total:							\$54,777.50		\$54,777.50
Retainage							\$5,477.75		

OHM Advisors
34000 Plymouth Road
Livonia, MI 48150

(734) 522-6711

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August 12, 2025

Mr. Chuck Eudy
Public Works Superintendent
City of Farmington
23600 Liberty Street
Farmington, Michigan 48335

Regarding: Thomas & School St Reconstruction
OHM Job No. 0111-24-0073
Payment Application No.2

Dear Mr. Eudy:

Enclosed is progress Payment Application No. 2 for the referenced project.

Superior Excavating Inc. has completed the work shown on the attached payment application for the period ending August 1, 2025, and we would recommend payment to the Contractor in the amount of **\$267,296.15**.

Sincerely,
OHM Advisors

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

Matt Parks, P.E.
Client Representative

cc: Tyler Mendrek, Superior Excavating Inc. (via e-mail)
Jennifer Thomas, Robertson Homes (via e-mail)
Russ Nuffer, Robertson Homes (via e-mail)
Mike McNutt, OHM Advisors (via e-mail)
Austin Downie, OHM Advisors (via e-mail)
Katie Schroeder, OHM Advisors (via e-mail)
File

PAYMENT APPLICATION



Project: City of Farmington - Thomas & School St Reconstruction
Job Number: 0111-24-0073
Number: 2
Period End Date: 8/1/2025
Status: Approved
OWNER: City of Farmington
23600 Liberty Street
Farmington, MI 48335
(248) 474-5500
SCHEDULE On STATUS:
NOTE:
CONTRACTOR: Superior Excavating Inc.
2420 Auburn Road
Auburn Hills, MI 48326-3104
(248) 853-7075
Contract Start Date: 5/19/2025
Contract End Date: 12/31/2025
Contract Duration: 226
Print Date: 8/12/2025

Original Contract Amount:	\$773,254.50	Earnings This Period:	\$296,995.72
Change Orders Amount:	\$0.00	Earnings To Date:	\$351,773.22
Current Contract Amount:	\$773,254.50	Previous Retainage Amount:	\$5,477.75
		Retainage This Period:	\$29,699.57
		Less Total Retained To Date:	\$35,177.32
		Net Earned:	\$316,595.90
		Previous Earnings:	\$49,299.75
		Amount Due Contractor:	\$267,296.15

Retainage: 10% of Total Earnings To 50% of Contract, Then 5% of Contract

Approved By

Chuck Eudy - Public Works Superintendent - City of Farmington

Prepared By

Michael McNutt, Construction Group Manager

Michael McNutt

Digitally signed by Michael McNutt
DN: cn=Michael McNutt, email=mcnutt@ohm-advisors.com, o=OHM
Date: 2025.08.12 12:47:03-0400

Date

Date

OHM Advisors
34000 Plymouth Road
Livonia, MI 48150

(734) 522-6711

OHM-Advisors.com

Items

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
Division: A - Category 1 - Miscellaneous									
1	Permit Fees Allowance	1000.00 Dlr	1000.00	\$1.00	0.00	0.00	\$0.00	0.00	\$0.00
2	Audio Video Route Survey	1.00 LSUM	1.00	\$950.00	1.00	0.00	\$950.00	1.00	\$950.00
3	Mobilization, Max 5%	1.00 LSUM	1.00	\$5,000.00	1.00	0.00	\$5,000.00	1.00	\$5,000.00
4	Traffic Maintenance and Control	1.00 LSUM	1.00	\$3,000.00	1.00	0.00	\$3,000.00	1.00	\$3,000.00
5	Minor Traf Devices	1.00 LSUM	1.00	\$2,500.00	1.00	0.00	\$2,500.00	1.00	\$2,500.00
A - Category 1 - Miscellaneous Sub-Total:							\$11,450.00		\$11,450.00
Retainage							\$1,145.00		
Division: B - Category 2 - Construction									
6	Subgrade Undercutting, Type II (Modified)	80.00 Cyd	80.00	\$54.00	58.29	0.00	\$3,147.66	58.29	\$3,147.66
7	Subgrade Undercutting, Type II (Special)	40.00 Cyd	40.00	\$46.00	0.00	0.00	\$0.00	0.00	\$0.00
8	Exploratory Excavation, Trench	50.00 Ft	50.00	\$3.00	0.00	0.00	\$0.00	0.00	\$0.00
9	Erosion Control, Inlet Protection, Fabric Drop	13.00 Ea	13.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
10	Maintenance Aggregate, 21AA	35.00 Ton	35.00	\$49.00	10.00	0.00	\$490.00	20.00	\$980.00
11	Trench Undercut and Backfill	20.00 Cyd	20.00	\$10.00	0.00	0.00	\$0.00	0.00	\$0.00
12	Utility Structure, Adj, Add Depth	5.00 Ft	5.00	\$135.00	0.00	0.00	\$0.00	0.00	\$0.00
13	Hand Patching	5.00 Ton	5.00	\$300.00	0.00	0.00	\$0.00	0.00	\$0.00
14	Sprinkler Line, up to 1 inch	500.00 Ft	500.00	\$2.00	0.00	0.00	\$0.00	0.00	\$0.00
15	Sprinkler Head, Remove & Reset	50.00 Ea	50.00	\$25.00	0.00	0.00	\$0.00	0.00	\$0.00
16	Sprinkler Head, Replace	50.00 Ea	50.00	\$25.00	0.00	0.00	\$0.00	0.00	\$0.00
17	Remove Water Service Lead	3.00 Ea	3.00	\$200.00	0.00	0.00	\$0.00	0.00	\$0.00
18	Water Main Cut and Cap, up to 8 inch	4.00 Ea	4.00	\$1,200.00	4.00	0.00	\$4,800.00	4.00	\$4,800.00
19	Dr Structure, Rem	2.00 Ea	2.00	\$600.00	3.00	0.00	\$1,800.00	3.00	\$1,800.00
20	Sewer, Rem, Less than 24 inch	150.00 Ft	150.00	\$32.00	0.00	0.00	\$0.00	0.00	\$0.00
21	Curb and Gutter, Rem	150.00 Ft	150.00	\$8.00	0.00	0.00	\$0.00	0.00	\$0.00
22	Pavt, Rem	2850.00 Syd	2850.00	\$4.00	2531.42	0.00	\$10,125.68	2531.42	\$10,125.68
23	Sidewalk, Rem	500.00 Syd	500.00	\$6.00	493.73	0.00	\$2,962.38	493.73	\$2,962.38
24	Water Main, Rem	1600.00 Ft	1600.00	\$20.00	488.50	0.00	\$9,770.00	488.50	\$9,770.00
25	Gate Valve & Well, Rem	3.00 Ea	3.00	\$700.00	2.00	0.00	\$1,400.00	2.00	\$1,400.00
26	Hydrant, Rem	1.00 Ea	1.00	\$600.00	1.00	0.00	\$600.00	1.00	\$600.00
27	Sign, Salvage & Reset	10.00 Ea	10.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
28	Station Grading	8.00 Sta	8.00	\$1,200.00	4.00	0.00	\$4,800.00	4.00	\$4,800.00
29	Aggregate Base, 21AA (Limestone), 8 inch	1150.00 Ton	1150.00	\$45.00	1150.00	0.00	\$51,750.00	1150.00	\$51,750.00
OHM Advisors (734) 522-6711									OHM-Advisors.com
34000 Plymouth Road									
Livonia, MI 48150									

City of Farmington - Thomas & School St Reconstruction

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
30	Aggregate Base, 21AA (Limestone), Drive Approach, 6 inch	60.00 Ton	60.00	\$49.00	0.00	0.00	\$0.00	0.00	\$0.00
31	Aggregate Base, 21AA (Limestone), Sidewalk, 4 inch	110.00 Ton	110.00	\$58.00	0.00	0.00	\$0.00	0.00	\$0.00
32	Underdrain, Subgrade, Open-Graded, 6 inch	350.00 Ft	350.00	\$19.00	455.00	0.00	\$8,645.00	455.00	\$8,645.00
33	Driveway, MDOT HMA 13A, 4 inch	40.00 Ton	40.00	\$306.00	0.00	0.00	\$0.00	0.00	\$0.00
34	MDOT HMA 4EML, 3 inch, Base Course	430.00 Ton	430.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
35	MDOT HMA 5EML, 2 inch, Wearing Course	285.00 Ton	285.00	\$159.00	0.00	0.00	\$0.00	0.00	\$0.00
36	Conc Pavt with Integral Curb, Nonreinf, 8 inch	60.00 Syd	60.00	\$156.00	0.00	0.00	\$0.00	0.00	\$0.00
37	Decorative Conc Pavt with Integral Curb, Nonreinf, 8 inch	20.00 Syd	20.00	\$167.00	0.00	0.00	\$0.00	0.00	\$0.00
38	Driveway w/ Integral, Nonreinf Conc, 6 inch	25.00 Syd	25.00	\$78.00	0.00	0.00	\$0.00	0.00	\$0.00
39	Curb and Gutter, Conc, Det F2, Modified	1600.00 Ft	1600.00	\$42.00	0.00	0.00	\$0.00	0.00	\$0.00
40	Detectable Warning Surface	50.00 Ft	50.00	\$111.00	0.00	0.00	\$0.00	0.00	\$0.00
41	Sidewalk, Conc, 4 inch	3500.00 Sft	3500.00	\$10.00	0.00	0.00	\$0.00	0.00	\$0.00
42	Sidewalk, Conc, 6 inch	200.00 Sft	200.00	\$12.79	0.00	0.00	\$0.00	0.00	\$0.00
43	Sidewalk Ramp, Conc, 6 inch	835.00 Sft	835.00	\$14.50	0.00	0.00	\$0.00	0.00	\$0.00
44	Sidewalk Ramp, Conc, 8 inch	190.00 Sft	190.00	\$15.60	0.00	0.00	\$0.00	0.00	\$0.00
45	Sidewalk Brick Pavers on Conc and Sand Bed, Argyle Pattern	1500.00 Sft	1500.00	\$37.00	0.00	0.00	\$0.00	0.00	\$0.00
46	Pavt Mrkg, Polyurea, 6 inch, White	350.00 Ft	350.00	\$11.00	0.00	0.00	\$0.00	0.00	\$0.00
47	Turf Establishment	8.00 Sta	8.00	\$830.00	0.00	0.00	\$0.00	0.00	\$0.00
48	Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	180.00 Ft	180.00	\$72.00	29.00	0.00	\$2,088.00	29.00	\$2,088.00
49	Storm Sewer, CI IV, RCP, 24 inch, Tr Det B	50.00 Ft	50.00	\$112.00	16.00	0.00	\$1,792.00	16.00	\$1,792.00
50	Dr Structure Cover, Type B	7.00 Ea	7.00	\$550.00	7.00	0.00	\$3,850.00	7.00	\$3,850.00
51	Dr Structure Cover, Type C	5.00 Ea	5.00	\$826.00	1.00	0.00	\$826.00	1.00	\$826.00
52	Dr Structure Cover, Type Q	5.00 Ea	5.00	\$648.00	1.00	0.00	\$648.00	1.00	\$648.00
53	Dr Structure, 24 inch dia	2.00 Ea	2.00	\$1,960.00	3.00	0.00	\$5,880.00	3.00	\$5,880.00
54	Dr Structure, 48 inch dia	2.00 Ea	2.00	\$3,800.00	2.00	0.00	\$7,600.00	2.00	\$7,600.00
55	Utility Structure, Adj	17.00 Ea	17.00	\$400.00	1.00	0.00	\$400.00	1.00	\$400.00
56	Polyethylene Encasement	895.00 Ft	895.00	\$1.00	624.00	0.00	\$624.00	854.50	\$854.50
57	Water Main, Class 54, DI, 6 inch, Tr Det G	25.00 Ft	25.00	\$107.00	23.00	0.00	\$2,461.00	23.00	\$2,461.00
58	Water Main, Class 54, DI, 8 inch, Tr Det G	20.00 Ft	20.00	\$114.00	0.00	0.00	\$0.00	8.50	\$969.00
59	Water Main, Class 54, DI, 12 inch, Tr Det G	850.00 Ft	850.00	\$164.00	601.50	0.00	\$98,646.00	823.50	\$135,054.00
60	Connection to Existing Water Main	5.00 Ea	5.00	\$2,730.00	3.00	0.00	\$8,190.00	5.00	\$13,650.00
61	Curb Stop & Box, up to 1 inch	6.00 Ea	6.00	\$1,380.00	5.00	0.00	\$6,900.00	5.00	\$6,900.00
62	Fire Hydrant Assembly	1.00 Ea	1.00	\$7,500.00	1.00	0.00	\$7,500.00	1.00	\$7,500.00

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34000 Plymouth Road
Livonia, MI 48150

City of Farmington - Thomas & School St Reconstruction

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
63	Gate Valve & Well, 8 inch	1.00 Ea	1.00	\$8,700.00	1.00	0.00	\$8,700.00	1.00	\$8,700.00
64	Gate Valve & Well, 12 inch	3.00 Ea	3.00	\$11,220.00	2.00	0.00	\$22,440.00	3.00	\$33,660.00
65	Water Service, up to 1 inch	6.00 Ea	6.00	\$1,220.00	5.50	0.00	\$6,710.00	5.50	\$6,710.00
66	Water Service Jumper Connect, up to 1 inch	6.00 Ea	6.00	\$650.00	0.00	0.00	\$0.00	0.00	\$0.00
B - Category 2 - Construction Sub-Total:							\$285,545.72		\$340,323.22
Retainage							\$28,554.57		

OHM Advisors
34000 Plymouth Road
Livonia, MI 48150

(734) 522-6711

OHM-Advisors.com

Farmington City Council Staff Report	Council Meeting Date: August 18, 2025	Reference Number 7E	
Submitted by: Public Safety Department and City Manager’s Office			
Description: Consideration to approve an ordinance amending the City of Farmington Code of Ordinances, Chapter 18, Massage Facilities, in order to revise and clarify application review and approval criteria and to regulate certain activities within massage facilities.			
Requested Action: Approve introduction of Ordinance C-____, 2025, amending Chapter 18, Massage Facilities, of the City of Farmington Code of Ordinances. SECOND READING			
Background: A few years ago (in 2023), the City Council adopted some amendments updating the City’s Massage Facilities Ordinance, mostly relating to regulation of activities within massage facilities and to update the ordinance generally. The City Attorney’s Office has prepared an ordinance amendment that revises and expands language relating to the City’s ability to consider and act upon an application for massage facilities license. It also rearranges some language relating to appeals and revocation of licenses. The Public Safety Department and the City Manager’s Office are recommending that the City Council consider these amendments to better assist the Department and the City Clerk in carrying out their responsibilities to adequately review massage facility applications.			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF FARMINGTON

ORDINANCE NO. C-____-2025

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF FARMINGTON CHAPTER 18, "MASSAGE FACILITIES," IN ORDER TO ADD A DEFINITION OF "LICENSEE," TO UPDATE THE REGULATION OR PROHIBITION OF CERTAIN ACTIVITY, AND TO CLARIFY AND EXPAND THE LANGUAGE RELATING TO THE REVIEW AND APPROVAL PROCESS

THE CITY OF FARMINGTON ORDAINS:

Section 1 of Ordinance. Ordinance Amendment.

The Farmington City Code, Chapter 19, "Massage Facilities," is hereby amended and restated in its entirety to read as follows:

Chapter 18 - MASSAGE FACILITIES/ESTABLISHMENTS

ARTICLE I. - IN GENERAL

Sec 18-1- Purpose

The purpose of this article is to promote public health, safety and welfare by providing for the licensing and regulation of massage establishment, massage schools, and other similar businesses and persons working in such massage establishments.

Sec. 18-2. - Definitions

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Apprentice or student means any person who, under the guidance of an instructor in a massage establishment, is being trained or instructed in the theory, method, or practice of massage therapy.

Instructor means any person who gives lessons or teaches the theory, method, or practice of massage.

Licensee means a massage establishment that has been granted a license to operate by the City.

Massage or Practice of Massage Therapy means the application of a system of structured touch, pressure, movement, and holding to the soft tissue of the human body in which the primary intent is to enhance or restore the health and well-being of the client. Practice of massage therapy includes complementary methods, including the external application of water, heat, cold, lubrication, salt scrubs, body wraps, or other topical preparations; and electromechanical devices

that mimic or enhance the actions possible by the hands. Massage does not include medical diagnosis; practice of physical therapy; high-velocity, low-amplitude thrust to a joint; electrical stimulation; application of ultrasound; or prescription of medicines.

Massage establishment means any place where a massage or the practice of massage therapy is made available, including a massage school but not including the exemptions provided in Section 18-3.

Massage school means any place that is recognized and licensed by the State of Michigan, and that employs one (1) or more competent licensed *massage therapist* as instructors, and that provides instructions in the theory, method, and practice of massage.

Massage therapist means an individual engaged in the practice of massage therapy.

Sec. 18-3. - Exemptions.

The provisions of this chapter shall not apply to the following:

- (1) A duly licensed medical doctor, doctor of osteopathic medicine, chiropractor, registered or licensed practical nurse, physical or occupational therapist;
- (2) A person engaging in the practice of massage on a spouse or relative within the first degree of consanguinity in either of their residences;
- (3) A place or establishment that is a duly-licensed hospital, a convalescent or nursing home or other licensed health care facility; or
- (4) A barber shop, beauty parlor, or salon licensed under the laws of the State of Michigan and registered with the City of Farmington, provided that the massages given therein are limited to the head, shoulders, scalp, neck, hands, and feet, and further provided that the massages given therein occur or are conducted in an area of the shop, parlor, or salon that is open to the public.

Sec. 18-4. - Inspection of the premises.

- (1) Every massage establishment shall be open for periodic inspections by duly-authorized representatives of any city department concerned with the licensing and supervising of such an establishment during operating hours, for the purpose of enforcing any of the provisions of this chapter or other ordinances or regulations of the city relating to the public health, safety, and welfare, including all requirements as stipulated in Chapter 8 of this Code of Ordinances. This right of entry shall not limit or restrict the right of entry vested in any law enforcement agency or the Oakland County Health Department.
- (2) No license shall be granted for a massage establishment until inspections have been made as required by the applicable laws and regulations of the city and approvals have been obtained from the various city departments regulating the maintenance, use, operation, location and the health and sanitary conditions of the premises, and from any other state or county regulatory authorities.

- (3) It shall be unlawful for any person to refuse entry to any premises in which a massage establishment is being operated by duly-authorized city representatives, or by representatives of any state or county law enforcement or regulatory agency for the purpose of making lawful inspections, and such refusal shall be sufficient grounds for immediate revocation of a license granted under this chapter. A search warrant shall not be required for such inspections, in accordance with the opinion of the Michigan Supreme Court in *Gora v Township of Ferndale*, 456 Mich 704 (1998).

Sec. 18-5. - Regulations.

It shall be unlawful for any person to operate a massage establishment, unless he shall have complied with the following regulations:

- (1) Service in massage establishments licensed under this chapter shall be limited to massage and the practice of massage therapy. Medical treatment of any kind shall not be given to any patron without a prescription from a registered physician. The use of heat lamps and sunray lamps will only be permitted.
- (2) No person who has any visible symptoms of a communicable disease such as a rash, discharge, or fever, or who is complaining of a sore throat, may be attended to by any licensee under this chapter or by any person engaged in the practice of massage.
- (3) Advertising that there is a nurse in attendance is prohibited unless there is a registered or licensed practical nurse constantly in attendance during the business hours of the massage establishment. No massage establishment may publish or distribute any advertising material that would reasonably suggest to prospective patrons that any service is available other than those services permitted in this chapter, or that employees or massage therapists are dressed in any manner other than described in this chapter.
- (4) Advertising that there is a doctor in attendance is prohibited unless there is a registered physician constantly in attendance during the business hours of the massage establishment.
- (5) Licensees shall exercise every precaution for the safety of patrons and shall watch for early signs of fatigue or weakness and immediately discontinue whatever form of service is being given upon the appearance of any such signs.
- (6) No massage establishment shall be conducted in direct connection with living quarters.
- (7) The premises used for a massage establishment shall be well-lighted and ventilated. All walls, ceilings, floors, pools, showers, bathtubs, steam rooms, basins, and all other physical facilities shall be in good repair and maintained in a safe, clean and sanitary condition. There shall be an adequate supply of running hot and cold water during business hours. Bathing devices shall be thoroughly cleaned before use by each patron.
- (8) Clean and sanitary towels and linens shall be provided to each patron of the establishment. No common or repeated use of unlaundered towels or linens shall be permitted. Cabinets for the storage of clean linens shall be required and shall be kept clean and sanitary.

- (9) Uniforms or garments covering the torso shall be worn by an instructor, massage therapist, or apprentice while attending patrons; shall be of washable material; and shall be kept in clean condition. The sleeves shall not reach below the elbow.
- (10) The skin of the hands of those attending any patrons shall be clean and in healthy condition and the nails shall be kept short. The hands shall be washed thoroughly with soap and hot running water before giving the patron any attention.
- (11) Licensees shall be restricted in the exercise of their license to the places set forth in their certificate, except that the giving of a massage, baths, and exercise in the patron's place of residence is permitted.
- (12) Licensees shall notify the city clerk of any change of name or address of their home or business.
- (13) No massage shall be performed in a massage establishment in any room or area that has a door capable of being locked or barred.
- (14) The private parts of patrons must be covered when in the presence of a *massage therapist* or instructor. Any contact with a patron's genital area is prohibited. It shall be unlawful for any person in a massage establishment to expose or have exposed his or her private parts, or any portion thereof, to any other person. Private parts shall include the genitals, pubic area, anus, or perineum of any person, or the vulva, or breasts or a female.
- (15) A [Licensee-licensee](#) shall not permit a massage therapist to perform massage therapy on any person under the age of eighteen (18) unless they are accompanied by a parent or legal guardian during the massage.
- (16) [A Licensee-licensee](#) shall notify the city clerk within ten (10) business days of any change to the information provided on a license application as provided in Section 18-29. This includes changes to persons who perform massage therapy.
- (17) It shall be unlawful for any person in a massage establishment to place his or her hands upon, to touch with any part of his or her body, to fondle in any manner, and to massage the sexual or genital area of any other person.
- (18) It shall be unlawful for any person in a massage establishment to expose his or her sexual or genital area or any portion thereof to any other person. It shall also be unlawful for any person in a massage establishment to expose the sexual or genital area or any portions thereof of any other person.
- (19) It shall be unlawful for any individual to live, sleep, or stay overnight at a massage establishment. No customers shall be permitted to enter a massage establishment after or before the establishment's hours of operation. Employees, managers or owners of a massage establishment must leave the premises of the massage establishment no later than two (2) hours after the business's hours of operation, which shall be prominently posted on the premises and visible from outside the building(s) in which the massage activities occur.

- (20) It shall be unlawful for any massage establishment to operate under a name not specified in its license application, nor shall it conduct business under any designation or location not specified in its license.
- (21) It shall be unlawful for ~~any person owning, operating or managing a massage establishment~~ a licensee, knowingly, or if the person should have reasonably known, to allow or permit in or about such massage establishment any agent, employee, or any other person under his or her control or supervision to perform acts prohibited herein.

Sec. 18-6. - Allowing use of premises in violation of chapter.

It shall be unlawful for any person to knowingly allow the use of any place, business, massage establishment, or premises owned, operated, leased, or managed by him to be used in violation of any provision of this chapter.

Sec. 18-7. - Other ordinance requirements.

Massage establishments shall be located within a proper zoning district as specified in the City of Farmington Zoning Ordinance and shall comply with all other requirements of the City of Farmington Code of Ordinances, including the requirements of Chapter 8 of such Code.

Secs. 18-8- 18.25. – Reserved.

ARTICLE II- LICENSES

Sec. 18-26. - Required.

No person shall practice, engage in, carry on, or operate a massage establishment, or similar business within the city without first having applied for and obtained a license therefore, nor shall any person employ as a massage therapist any person who does not hold a current, unrevoked license as required by this article. No person shall practice massage for compensation or undertake instruction as an apprentice or student in the giving of massages, without obtaining and maintaining in effect a license as a massage therapist.

Sec. 18-27. - Requirements and duties.

- (1) It shall be the responsibility of an owner, operator, manager, or permittee under this article in charge of or in control of a massage establishment or similar business to ensure that each person employed or engaged by him in business as a massage therapist shall have first obtained a valid state massage license required by state law. Any owner, operator, manager, or licensee in charge of or in control of a massage establishment, or similar business who employs a person not in possession of a valid massage therapist, or who allows such an employee to perform, operate, or practice within a massage establishment shall be in violation of this article.
- (2) Each massage therapist license shall be conspicuously displayed upon a wall of the massage establishment in an area open to the public.

- (3) It shall be unlawful for any person at a licensed massage establishment to condone or allow any unlawful activity to occur on the licensed premises, whether within or outside the actual licensed building.
- (4) No person shall sell, give, dispense, provide, possess, or keep, or cause to be sold, given, dispensed, provided, possessed, or kept, any alcoholic beverage or controlled substances, including marihuana, on the premises of any massage establishment.
- (5) All massage establishments are declared to be public places and during business hours shall not lock or obstruct the exits and entrances or otherwise prevent free ingress or egress of persons.
- (6) No massage establishment be kept open for business between the hours of 9:00 p.m. and 8:00 a.m.
- (7) A massage establishment shall have the premises supervised at all times when open for business and shall have one person who is a licensed massage therapist by the State of Michigan on the premises. The licensee shall personally supervise the massage establishment and shall not violate or permit others to violate any applicable provision of this chapter. The violation of any such provision by any agent or employee of the licensee may constitute a violation by the licensee, if the licensee knew or should have known that such activity may occur. Any such violation by a licensee may also constitute a violation by the owner, president, and/or other supervisory official of the licensee, in his or her individual capacity, for permitting another to violate this chapter, if such individual knew or should have known that such activities were occurring or likely to occur. Any such violation may be the basis for suspending, revoking, or not renewing a license.
- (8) The ~~Licensee~~-~~licensee~~ or the person designated by the ~~Licensee~~-~~licensee~~ of a massage establishment shall maintain a register of all persons employed or engaged in massage therapy. Included in the register shall be a copy of each massage therapist's license. Such register shall be available for inspection by representatives of the city and/or county or state health department during regular business hours.
- (9) The licensee shall require that every patron furnish proof of identity by showing a valid driver's license, voter registration certificate, state identification card, or equally reliable identification card and provide a date of birth. The identity and date of birth of every patron, the date and time of the massage, and the identity of the massage therapist administering the massage shall be records maintained on the premises by the licensee for a period of three years and shall be available at the massage establishment for inspection by representatives of the city and/or county or state health department during regular business hours.
- (10) Price rates for all services shall be prominently posted in the reception area or on the massage establishment website in a location viewable by all prospective patrons.
- (11) No person granted a license pursuant to this chapter shall operate a massage establishment or permit a massage therapist to provide massage therapy under a name not listed in the

person's license, nor shall any licensee conduct business under any designation or location not specified in the licensee's license.

- (12) All employees and massage therapists must be made available for confidential interviews with the authorized representative of the public safety director, building official and/or fire marshal present on the premises at any time upon entry by the authorized representative.

Sec. 18-28. - Application; investigation; fee.

- (1) Any person desiring to obtain a license to operate a massage establishment or similar business shall make application to the city clerk, who shall refer all such applications to the director of public safety for an investigation. An application to obtain a license to operate a massage establishment, or similar business shall be accompanied by an investigation fee, no part of which shall be refundable.
- (2) The application fee required by this article shall be payable to the city treasurer at the time the application is filed. The application fee shall be in addition to any other license or permit fee required under this section or any other city ordinances.
- (3) Such fees as are required by this article shall be established by city council resolution and those fees for investigatory expense shall cover costs incurred by the city in conducting the investigation.

Sec. 18-29. - Application contents.

Applicants for a license required in this chapter shall submit an application to the city clerk on a form provided by the clerk that shall include the following information:

- (1) The full legal name, present address of the applicant and whether the applicant is an individual, corporation, partnership or other business entity;
- (2) A detailed description of the nature and type of service to be provided in the massage establishment and whether any off-site services will be provided and, if so, the proposed locations;
- (3) The location, mailing address, and name of the proposed massage establishment;
- (4) A copy of the signed lease for the business premises and written consent of the owner to utilize the premises for the described purpose, if the applicant does not own the premises;
- (5) The full name, address, and phone number of each individual who will manage or be principally in charge of the operation of the establishment;
- (6) The days and times that the massage establishment will be open to provide services;
- (7) A release and authorization for the city, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth on the application and the qualifications of the applicant for a license;

- (8) The complete names, addresses, citizenship and/or visa status verification of persons who will perform massage therapy including copies of their state occupational licenses and photo IDs. After receipt of a license or renewal, the operator of a massage establishment shall update such information to the city clerk within ten (10) business days of employment of a new employee. The applicant shall also disclose whether any indebtedness exists between the applicant or any agents or employees of the applicant and any proposed massage therapist disclosing the amount of debt and the method of repayment. The applicant shall also disclose whether the applicant or agents are providing or assisting in providing either dwelling space or transportation for any existing or proposed massage therapist. Any fees or compensation of any kind being paid by any proposed massage therapist for the procurement of employment shall also be fully disclosed. Circumstances shall be fully explained, including terms of payment and all contract documents or other documents evidencing any relationship and financial obligation shall be fully disclosed;
- (9) Proof of insurance coverage for the massage establishment and each of the massage therapist;
- (10) Additionally, if the applicant is an individual, the application must include the following information;
- (a) The applicant's addresses for the previous three years;
 - (b) A listing of the applicant's previous related experience, including but not limited to whether the applicant has previously held any license as a massage therapist, the location for which such a license was held, the status of such license and, if such license was suspended or revoked, the reasons therefor;
 - (c) A copy of the applicant's state issued photo ID;
 - (d) A listing of all of the applicant's criminal convictions and/or guilty pleas, if any, other than civil infractions, fully disclosing the jurisdictions in which convicted or in which the plea was tendered, the offense on which originally arrested and the offense for which ultimately convicted or for which the plea was tendered, and the date of same along with the resulting penalty; and
 - (e) The names, addresses and telephone numbers of three character references for the applicant. These references shall not be relatives of the applicant;
- (11) If the applicant is a corporation or a partnership, the application must include the following information about each individual who owns at least ten percent (10%) share in ~~in~~ the corporation or interest in the partnership or other business entity, each of whom shall be considered an applicant;
- (a) The individual's full names and residence addresses;
 - (b) The individual's addresses for the previous three years;

- (c) A listing of the individual's business, occupation, or employment for the previous three years, identifying the time period, address, and telephone number for each, and a listing of previous related experience, including but not limited to whether the individual has ever held any license as a massage therapist, the location for which any such license was held, the status of such license, and if such license was suspended or revoked, the reasons therefor;
 - (d) The individual's state issued photo ID;
 - (e) A listing of all of the individual's criminal convictions and/or guilty pleas, if any, other than civil infractions, excluding convictions that were expunged, fully disclosing the jurisdictions in which convicted or in which the plea was tendered, the offense on which originally arrested, and the offense for which ultimately convicted or for which the plea was tendered and the date of same along with the resulting penalty;
 - (f) The names and addresses of three character references for the individual. These references shall not be relatives of the individual; and
 - (g) The name and address of any business that provides massage services, whether incidentally or otherwise, owned or operated by the applicant or any of the individuals required to submit their personal information pursuant to this subsection.
- (12) Written proof (birth certificate or sworn affidavits) that the applicant is at least eighteen 18 years of age;
 - (13) The application shall be signed and sworn to by the applicant under oath under penalty of perjury that the information contained in and attached to the application are true and correct. It shall be unlawful for any person to knowingly make any false, fraudulent or untruthful statement, either written or oral, or in any way knowingly to conceal any material fact or to give or use a fictitious name in applying for a license under this chapter. Any license obtained by violation of this subsection shall be void;
 - (14) Such other identification and information deemed necessary by the city and as required to provide for an investigation of the applicant;
 - (15) Each applicant shall certify that it will make available any person performing massage therapy upon the premises at the premises for interview with the City Public Safety upon reasonable notice. Such person shall be subject to interview by the Public Safety outside of the presence of the establishment owners, their employees or representatives or third persons. If such persons are unable to communicate sufficiently in the English language the applicant shall be responsible for the payment for translator services on behalf of the Public Safety for a translator as selected by the Public Safety Department.

Sec. 18-30. - Procedures.

(1) Public safety review and recommendation.

- (a) Any applicant for a license pursuant to these provisions shall present to the city clerk the application containing the information set out in this article. The application shall be referred to the director of public safety, who shall have a reasonable time in which to investigate the application and the background of the applicant. Based on such an investigation, the director of public safety or his representative shall render a recommendation as to the approval or denial of the license to the city clerk.
- (b) The director of public safety shall recommend denial of an application for a license if the character, reputation, moral integrity, or the physical or mental condition of the applicant or their employees is found to be inimical to the public health, safety, morals or general welfare, the applicant has not provided all the required information or fails to make available for interview massage therapists or employees.
- (c) In making his determination under this section, the director of public safety shall secure and consider:
 - (1) *Penal history.* All convictions of the applicant, including the reasons therefore and the comportment of the applicant subsequent to the applicant's release;
 - (2) *License and permit history.* The license and permit history of the applicant, whether such person in previously operating in this city or state or in another city or state under a license or permit has had such license or permit revoked or suspended; the reasons therefor; and the comportment of the applicant subsequent to such action.

(2) City clerk review and decision. In determining whether to grant or deny a license for a massage establishment, the city clerk may consider any of the following:

- (a) Whether the correct license fee has not been tendered to the city and, in the case of a check, or bank draft, honored with payment upon presentation.
- (b) The applicant's experience in managing a massage establishment or in managing similar establishments, including applicant's failure to comply with, or to ensure compliance with by others, any and all rules and regulations governing the conduct of a massage establishment under this chapter or otherwise.
- (c) The applicant's general business management experience, including the applicant's failure to comply with, or to ensure compliance with by others, any and all rules and regulations of the City of Farmington Code of Ordinances.
- (d) The applicant's general business reputation, which may be established through investigation by the city or by law enforcement agencies, by reference to reports from other sources, such as newspapers, news agencies, other municipalities that have investigated or other individuals or entities engaged in the massage industry;

or by any other appropriate and reliable means or methods; provided, however, that the basis for such determination shall be set forth in any findings hereunder.

- (e) Whether the applicant has engaged in, or has allowed or permitted others to engage in, conduct (within the city or any other jurisdiction) that violates the City of Farmington Code of Ordinances or the laws of the State of Michigan, including but not limited to this chapter, where such conduct is found by the city clerk to have been established by a preponderance of the evidence and the basis for such determination is set forth in any findings hereunder.
- (f) Whether the applicant if an individual, any of the stockholders holding more than ten (10) percent of the stock of the corporation or any of the officers and directors if the applicant is a corporation, any of the partners including limited partners if the applicant is a partnership, any of the members, managers or assignees of membership interest if the applicant is a limited liability company, or the holder of any lien of any nature upon the business and/or the equipment used therein, and the manager or other person principally in charge of the operation of the business, have been convicted of any of the following offenses or convicted of an offense outside the state that would have constituted any of the following offenses if committed within the state:

 - (1) An offense involving the use of force and violence upon the person of another that amounts to a felony.
 - (2) An offense involving sexual misconduct, or fraudulent or misleading conduct.
 - (3) An offense involving narcotics, dangerous drugs or dangerous weapons that amounts to a felony.
- (g) The applicant's financial status and ability to build and operate the proposed facility.
- (h) The effects, including those resulting from pedestrian and vehicular traffic, the reputation of the business, or its proximity, that the proposed facility would have upon the surrounding neighborhood and business establishments, including impacts upon residential areas, church and school districts.
- (i) Whether the operation, as proposed by the applicant, if licensed would comply with all applicable laws, including but not limited to the city's building, zoning and health regulations. If the facility is to be located in a proposed building for which site plan approval has not been obtained, or in an existing building that is to be remodeled, the city clerk may give conditional approval of a license, contingent upon the granting of a final certificate of occupancy for the facility.
- (j) Whether the applicant has knowingly made any false, misleading, or fraudulent statement of fact in the license application or in any document required by the city in conjunction therewith.

- (k) Whether the applicant has had a massage business, massage therapist, or other similar permit or license denied, revoked, or suspended by the city or other municipality within five (5) years prior to the date of the application.
- (l) Whether the applicant if an individual, any of the officers or directors if the applicant is a corporation, any of the partners including limited partners if the applicant is a partnership, any of the members, managers or assignees of membership interest if the applicant is a limited liability company, and the manager or other person principally in charge of the operation of the business, is not over the age of eighteen (18) years.
- (m) The recommendation from the Public Safety Department recommending for or against granting the license.
- (n) Such other considerations as the city clerk may deem proper, providing such considerations are reasonable under the circumstances.
- ~~(d) The city clerk, following recommendation for the director of public safety, shall grant a license to the establishment if all requirements for a massage establishment, or similar business are met unless it appears that any person has deliberately falsified the application or unless it appears that the record of any person reveals a conviction of a felony or a crime of moral turpitude. Issuance of such license shall not exempt the applicant from compliance with all other requirements of the Code of Ordinances with respect to occupancy of the massage establishment.~~
- ~~(e) Any person denied a license by the city clerk pursuant to this chapter may appeal, within twenty one (21) days, such denial to the city council in writing, stating the reasons why the license should be granted. City council may grant or deny the license after a public hearing. Such decision shall be final. The city council may also elect on its own motion to review any determination of the city clerk granting or denying a license.~~
- ~~(f) All licenses are nontransferable and pertain only to the location listed in the application described herein; provided, however, that a change of location of a massage establishment or similar business may be permitted pursuant to the provisions of this chapter.~~
- (3) Time for Approval. The city clerk shall act to approve or deny an application for a license under this article within a reasonable period of time. If a renewal application is denied, the establishment shall immediately cease operations. An appeal of the denial shall not stay the effect of this provision. No reapplications may be submitted by an establishment within a one (1) year period after an application is denied.
- (4) Appeal of a denial, revocation, or suspension of a license. Any person whose license is denied, revoked or suspended by the city clerk may appeal to city council in writing, stating reasons why the city clerk's decision should be overturned. The city council may grant or deny the appeal after reviewing this material and allowing the applicant a reasonable opportunity to be heard at a public meeting. City council shall have the power to reverse,

affirm or modify the decision. The city council may in its discretion appoint an independent hearing officer to conduct a hearing and make a recommendation to the council. The decision made by the city council shall be final.

Sec. 18-31. - ~~Revocation~~Reserved

~~A violation of any section of this article may result in revocation of any or all licenses to operate, in accordance with chapter 8 of this Code of Ordinances.~~

Sec. 18-32. - Term; annual fee.

Any person granted a license by the city clerk or the city council to operate a massage establishment or similar business, shall pay to the treasurer an annual fee in an amount as established from time to time by resolution of the city council, which resolution may include a penalty for late payment. The license year shall be the period from the date of license issuance to the next December 31, inclusive, unless otherwise provided. All licenses issued for the license year shall expire on the thirty-first day of December unless suspended or revoked; provided, however, that if the initial license is obtained during the last quarter of the year (i.e., between the first day of October and the thirty-first day of December) then the license shall be valid for the following license year and the license shall not expire until the thirty-first day of December of the following year. Licensee shall notify the city clerk within ten (10) business days of any change to the information provided in a license application or renewal. Licensee shall immediately notify the Clerk of a transfer or sale or relocation of a massage establishment. Failure to do so shall result in immediate suspension of the license. A change in ownership requires a new application and fee as provided in this chapter.

Sec. 18-33. - Renewal.

The license to operate a massage establishment or similar business license, shall be renewed at least fifteen (15) days prior to the date of expiration. The massage establishment license shall be renewed if the applicant submits a sworn affidavit that the matters contained in the original application are correct and indicates any changes that have not previously been reported to the City Clerk.

Section 2 of Ordinance. Severability.

If any section, clause or provision of this ordinance shall be declared by the courts to be invalid, the validity of the ordinance as a whole, or in part, shall not be affected other than the part invalidated.

Section 3 of Ordinance. Repealer

All other ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 4 of Ordinance. Effective Date.

This amendatory ordinance shall be effective 10 days after adoption by the City Council and after publication as provided by the Charter of the City of Farmington.

Ayes:

Nays:

Abstentions:

Absent:

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

I, the undersigned, the qualified and acting City Clerk of the City of Farmington, Oakland County, Michigan, do certify that the foregoing is a true and complete copy of the ordinance adopted by the City Council of the City of Farmington at a meeting held of the ____ day of _____, 2025, the original of which is on file in my office.

Meaghan Bachman, City Clerk
City of Farmington

Farmington City Council Staff Report	Council Meeting Date: 8.18.2025	Item Number 7-F
Submitted by: David Murphy, City Manager		
Agenda Topic: Addendum to extend Parking Agreement with Salem United Church of Christ		
Proposed Motion: Move to approve the five (5) year addendum to extend the parking agreement with Salem United Church of Christ, through July 31, 2030, with all original terms and conditions remaining unchanged.		
Background: The City of Farmington and Salem United Church of Christ, located at 33424 Oakland entered a five (5) year parking agreement in 2020. This agreement is now ready for an extension. The proposed motion is to extend the agreement for an additional five (5) years, with all original terms and conditions remaining unchanged. If approved, the extended agreement will be effective through July 31, 2030.		
Materials: Addendum Agreement		

ADDENDUM TO EXTEND
PARKING AGREEMENT

This Addendum is an amendment to the Parking Agreement between the **City of Farmington**, a Michigan municipal corporation, whose address is 23600 Liberty Street, Farmington, MI, 48335 (the "City"), and **the Salem United Church of Christ** ("Church"), a Michigan Ecclesiastical Corporation, whose address is 33424 Oakland, Farmington, MI 48335-3431

Original Parking Agreement: The City and Church entered into an original Parking Agreement for the premises located at 33424 Oakland, Farmington, MI 48335-3431, described in the attached Exhibit A, for the use of the "Parking Area" shown on the attached Exhibit B, which began on the 1st day of August, 2025.

Parking Agreement Renewal/Extension: The City and Church hereby agree to extend the Original Parking Agreement dated August 1, 2025, for an additional period of five (5) years. The renewed Parking Agreement will begin on the first day of 1st day of August, 2025 and end on the 31st day of July, 2030.

Terms and Conditions: By signing below, the City and Church agree that all terms and conditions of the Original Parking Agreement shall remain in full effect during the renewal period.

[Signatures contained on next page]

**The City of Farmington,
a Michigan municipal corporation**

By: Joseph LaRussa
Its: Mayor

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Joseph LaRussa, as Mayor of the City of Farmington, a Michigan Municipal Corporation, on its behalf.

Notary Public

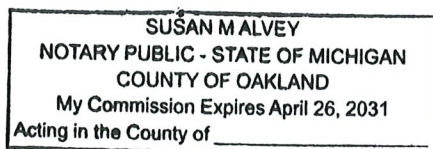
County, Michigan
Acting in _____
County, Michigan
My Commission Expires: _____

Salem United Church of Christ

Stephanie M. Gerlofs
By: STEPHANIE M. GERLOFS
Its: Treasurer

STATE OF MICHIGAN)
) ss
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 30th day of July, 2025, by Stephanie Gerlofs as Board Treasurer of Salem United Church of Christ, Farmington, Michigan, a Michigan non-profit corporation, on its behalf.



Susan Malvey
Oakland
Notary Public

County, Michigan
Acting in _____
County, Michigan
My Commission Expires: 4/26/2031

THIS INSTRUMENT DRAFTED BY
AND WHEN RECORDED RETURN TO:

Thomas R. Schultz, Esq.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

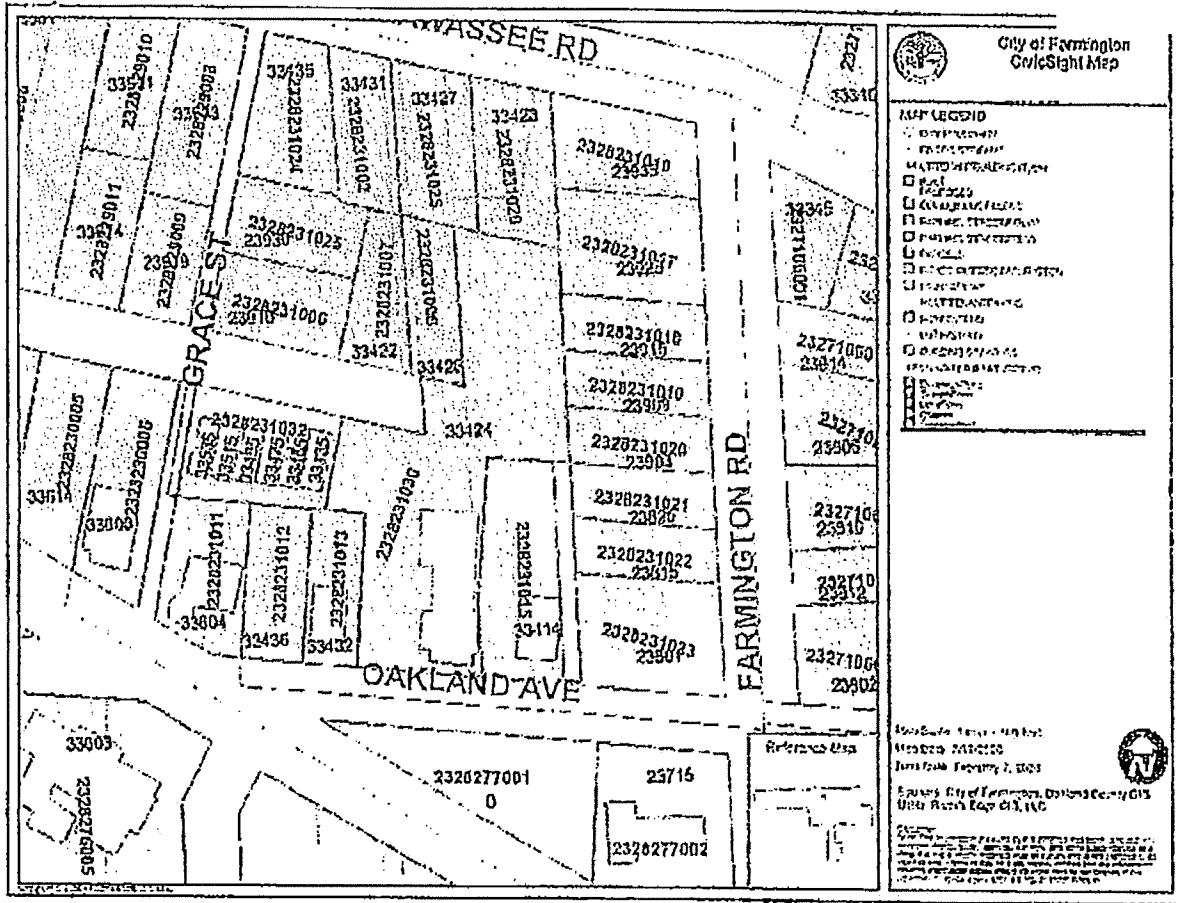
EXHIBIT A

Legal Description of Church Parcel

T1N, R9E, SEC 28 ASSESSOR'S PLAT NO 7 PART OF LOT 16 BEG AT SE LOT COR, TH N 83-08-47 W 90.14 FT, TH N 01-01-40 W 203.34 FT, TH S 75-33-54 E 95.25 FT, TH S 00-16-10 E 190.32 FT TO BEG, ALSO PART OF LOT 25 BEG AT NW LOT COR, TH SLY 133 FT, TH NELY TO PT ON N LOT LI LOC ELY 16.50 FT FROM NW LOT COR, TH WLY 16.50 FT TO BEG, ALSO ALL OF LOT 26 1-13-95 FR 009 & 014 10-16-97 CORR

EXHIBIT B

The Parking Area



Farmington City Council Staff Report	Council Meeting Date: August 18, 2025	Reference Number 7G
Submitted by: Chris Weber, Assistant City Manager		
<p>Description: Consideration to approve the following documents for the Liberty Hill Planned Unit Development:</p> <ol style="list-style-type: none"> 1. Warranty Deed for Liberty Hill Drive 2. Bill of Sale for Street Paving 3. Act 51 Resolution for Public Street Acceptance 4. Water System Easement 5. Sanitary Sewer Easement 6. Bill of Sale (Water and Sewer facilities) 7. Storm Drainage Facility Maintenance Agreement 8. Consent of Liberty Hill Homeowners Association to Recording of Utility Assignments and Road Dedication 		
<p><u>Requested Action</u></p> <ol style="list-style-type: none"> 1. Move to approve and accept the Warranty Deed and Bill of Sale for Liberty Hill Drive signed and delivered by Ten Mile Development Group, LLC and the Liberty Hill Homeowner's Association to be conveyed to the City to be included in the City's public street system. 2. Move to approve the corresponding Act 51 Resolution for New Street Acceptance for Liberty Hill Drive. 3. Move to approve and accept the Water and Sanitary Sewer System Easements serving Liberty Hill Drive and the corresponding Bills of Sale conveying the water main and sewer pipe to the City for operation, maintenance and replacement. 4. Move to approve the Storm Drainage Facility Maintenance Agreement which requires the 10 Mile Development Group, LLC, and the Condominium Association after the transition of control, to perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended 		
<p><u>Background</u></p> <p>The final PUD Plan for Liberty Hill requires the street serving the development to be dedicated and accepted for public use and maintenance. The City's Engineer has inspected and approved Liberty Hill Drive as constructed. City Administration is presenting the City Council with the Warranty Deed for Liberty Hill Drive and corresponding Bill of Sale for paving for acceptance. In connection with the acceptance of Liberty Hill Drive, City Administration has prepared the enclosed Act 51 Resolution for New Street Acceptance, so that the City can add Liberty Hill Drive to the city's public street system.</p>		

In addition, the City's Engineer has inspected and approved the water and sanitary sewer systems serving Liberty Hill Homeowner's Association in their present condition for continued operation, maintenance and replacement by the City. The Developer and the Association have executed the necessary Water and Sanitary Sewer System Easements and corresponding Bill of Sale conveying the water main and sanitary sewer facilities to the City for public operation, maintenance, repair and replacement, and City Administration is presenting the easements and corresponding Bills of Sale to City Council for acceptance.

Maintenance Bonds for the street paving have been provided and have been approved as to the amount and term by City's Engineer.

Materials: Liberty Hill easement and right-of-way letter

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

July 11, 2025

Christopher M. Weber
Assistant City Manager
City of Farmington
23600 Liberty Street
Farmington, MI 48335

**Re: Liberty Hill PUD
Street and Utility Acceptance Documents**

Dear Mr. Weber:

We have received and reviewed the following signed documents in connection with the Liberty Hill PUD:

- Water System Easement
- Sanitary Sewer System Easement
- Warranty Deed – Ten Mile ROW
- Bill of Sale – Interior Road Paving
- Bill of Sale – Water and Sewer
- Storm Drainage Facility Maintenance Easement Agreement
- Consent of Liberty Hill Homeowners Association to Recording of Utility Assignments and Road Dedication
- Act 51 Resolution for Public Street Acceptance

The documents are in order and are consistent with the title as shown in the title policy and the Master Deed for Liberty Hill.

The Warranty Deed, Water System Easement, Sanitary Sewer Easement, Storm Drainage Facility Maintenance Easement Agreement, and Consent of Liberty Hill Homeowners Association to Recording of Utility Assignments and Road Dedication have been sent for recording with the Oakland County Register of Deeds and will be returned to the City Clerk's Office once recorded.

Please let us know if we can be of further assistance in this regard, or whether you have any questions regarding the enclosed documents.

Please feel free to contact me with any questions or concerns in regard to this matter.

Chris Weber, Assistant City Manager
City of Farmington
July 11, 2025
Page 2

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

C: Meaghan Bachman, Clerk
Dave Murphy, City Manager
Chuck Eudy, DPW Superintendent
Jeff Bowdell, Building Official
Austin Downie, City Engineer – OHM
Joe Boji, Ten Mile Development Group, LLC
Thomas R. Schultz, Esquire

CITY OF FARMINGTON
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION

NEW STREET ACCEPTANCE

**LIBERTY HILL SUBDIVISION
LIBERTY HILL DRIVE**

Minutes of a Meeting of the City Council of the City of Farmington, County of Oakland, Michigan,
held in the City Hall of said City on July 21, 2025, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____
and supported by Councilmember_____.

WHEREAS; the City's Act 51 Program Manager is requesting formal acceptance of Liberty Hill Drive, and,

WHEREAS; that said streets are located within a City right-of-way that is under the control of the City of Farmington, and,

WHEREAS; that Liberty Hill Drive has been open to the public since 20__.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and City of Farmington City Council hereby accept Liberty Hill Drive and direct such be included in the City's public street system.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Meaghan Bachman, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Farmington, County of Oakland, and State of Michigan, at a regular meeting held this 21st day of July, 2025 and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Meaghan Bachman, City Clerk
City of Farmington

**CONSENT OF LIBERTY HILL HOMEOWNERS ASSOCIATION TO
RECORDING OF UTILITY ASSIGNMENTS AND ROAD DEDICATION**

10 MILE DEVELOPMENT GROUP, LLC, a Michigan limited liability company (“Developer”), whose address is 31000 Northwestern Highway, Farmington Hills, MI 48334, established Liberty Hill as a Michigan statutory condominium project, being Oakland County Condominium Subdivision Plan No. 2326 (“Condominium”), by recording a Master Deed in Liber 55624 at Page 1, as amended by the First Amendment to Master Deed recorded in Liber 55790 at Page 438, and as amended by the Second Amendment to the Master Deed recorded in Liber 57141 at Page 674, and as also amended by the Third Amendment to Master Deed recorded in Liber 57656 at Page 893, all in Oakland County Records (collectively the “Master Deed”), pertaining to the property described on attached Exhibit A (“Property”).

The undersigned Liberty Hill Homeowners Association, a Michigan nonprofit corporation (the “Association”), whose address is 555 Briarwood Circle, Ste 140, Ann Arbor, MI 48108, is the entity established to operate, administer and manage the affairs of the Condominium, hereby consents and agrees to Developer entering into certain agreements with the City of Farmington which are necessary and desirable in order to facilitate and ratify the development of the Condominium, which such agreements are further described in Exhibit B attached hereto and incorporated herein and will be recorded in the Oakland County Records commensurate with this Consent.

This instrument is exempt from county and state transfer taxes under MCL 207.505(a) and MCL 207.526(a) respectively.

*[The acknowledgement hereof appears on following page and the
remainder of this page has been left intentionally blank]*

IN WITNESS WHEREOF, this instrument has been executed on behalf of the Liberty Hill Homeowners Association, a Michigan nonprofit corporation, by Janice E. Swinehart, the duly authorized President of the Association, on this 25 day of April, 2025

ASSOCIATION

Liberty Hill Homeowners Association,
a Michigan nonprofit corporation

By: Janice E Swinehart
Janice E. Swinehart, President

STATE OF MICHIGAN)

COUNTY OF OAKLAND)

On this 25 day of April, 2025, the foregoing Consent was acknowledged before me in Oakland County, Michigan by Janice E. Swinehart, the duly authorized President of Liberty Hill Homeowners Association, a Michigan nonprofit corporation, on behalf of said corporation.

Beth Kelly
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires July 02, 2028
Acting in the County of Oakland

Beth Kelly
Beth Kelly, Notary Public,
Wayne County, Michigan,
Acting in Oakland County, Michigan
My Commission Expires: July 2, 2028

**PREPARED BY AND WHEN
RECORDED RETURN TO:**

Elizabeth Kudla Saarela
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

EXHIBIT A TO CONSENT

LEGAL DESCRIPTION

LAND SITUATED IN THE CITY OF FARMINGTON, COUNTY OF OAKLAND, STATE OF MICHIGAN DESCRIBED AS FOLLOWS:

UNITS 1 THROUGH 14, BOTH INCLUSIVE, LIBERTY HILL, A MICHIGAN STATUTORY CONDOMINIUM PROJECT, ACCORDING TO THE MASTER DEED RECORDED IN LIBER 49511, AT PAGE 1, OAKLAND COUNTY RECORDS, AS AMENDED, AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 2326, TOGETHER WITH RIGHTS IN GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AS SET FORTH IN THE ABOVE-DESCRIBED MASTER DEED, AS AMENDED, AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

Parcel ID Nos.:

Unit #	Parcel Number
1	2327130001
2	2327130002
3	2327130003
4	2327130004
5	2327130005
6	2327130006
7	2327130007
8	2327130008
9	2327130009
10	2327130010
11	2327130011
12	2327130012
13	2327130013
14	2327130014

EXHIBIT B TO CONSENT

AGREEMENTS

1. Sanitary Sewer Easement
2. Bill of Sale (Sanitary Sewer and Water)
3. Water System Easement
4. Bill of Sale (Paving)
5. Warranty Deed (Interior Roads)
6. Storm Drainage Facility Maintenance Easement Agreement

WATER SYSTEM EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Ten Mile Development Group, LLC, a Michigan Limited Liability Company, whose address is 31000 Northwestern Hwy, ste145, Farmington Hills, Michigan 48334, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

[Insert Description of Parcel or See attached and incorporated Exhibit A]

Tax Identification Number: 82-3296664

for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Farmington, a Michigan municipal corporation, whose address is 23600 Liberty Street, Farmington, MI, 48335, (hereinafter referred to as "Grantee"), a non-exclusive perpetual easement for a water main, over, upon, across, in, through, and under the following described real property, to-wit:

[See attached and incorporated Exhibit A]

And to enter upon sufficient land adjacent to said water main easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain water main lines, and all necessary appurtenances thereto, within the easement herein granted.

All portions of the Property damaged or disturbed by Grantee's exercise of easement rights, shall be reasonably restored by Grantee to the condition that existed prior to the damage or disturbance.

Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, through, or under the above-described easement, except that, subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the water main in the easement areas shown on the attached and incorporated Exhibit A.

IN WITNESS WHEREOF, the undersigned Grantor has affixed _____ signature this day
of _____, 20__.

**Ten Mile Development Group, LLC, a
Michigan Limited Liability Company**

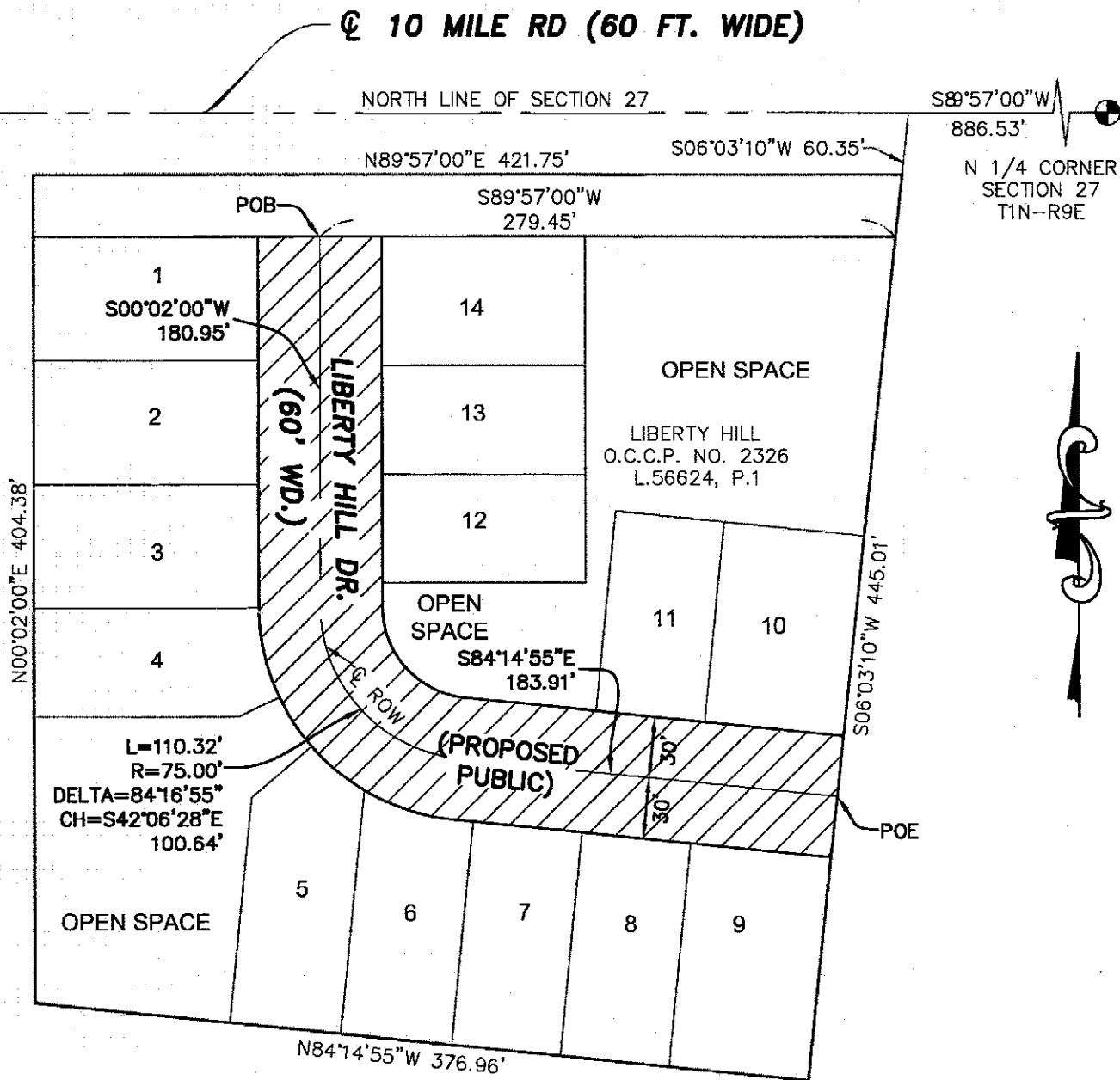
By: [Signature] Member
Its: _____

On this _____ day of _____, 20____, before me, personally appeared the above named _____, the _____ of _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as free act and deed.

THIS INSTRUMENT DRAFTED BY:
Elizabeth K. Saarela, Esquire
JOHNSON ROSATI SCHULTZ & JOPPICH, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331

2

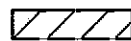
EXHIBIT A




DESCRIPTION:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 27, T1N-R9E, CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN; THENCE S89°57'00"W 886.53 FEET ALONG THE NORTH LINE OF SECTION 27 ALSO BEING THE CENTERLINE OF 10 MILE ROAD; THENCE S06°03'10"W 60.35 FEET; THENCE S89°57'00"W 279.45 FEET TO THE POINT OF BEGINNING; THENCE S00°02'00"W 180.95 FEET; THENCE 110.32 FEET ALONG A 75.00 FEET RADIUS CURVE TO THE LEFT, CHORD BEARING S42°06'28"E 100.64 FEET; THENCE S84°14'55"E 183.91 FEET TO THE POINT OF ENDING, CONTAINING 0.65 ACRES OF LAND, MORE OR LESS.

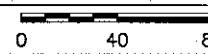
LEGEND



LIBERTY HILL DRIVE
RIGHT-OF-WAY
DEDICATION

**ALPINE**
ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3765 (FAX)


CLIENT:		REVISED 10-7-2024	
BOJI DEVELOPMENT		DATE:	7-12-24
LIBERTY HILL DR. RIGHT-OF-WAY DEDICATION		DRAWN BY:	GP
		CHECKED BY:	KEH
LIBERTY HILL			
		FBK: --	1
SECTION: 27 TOWNSHIP: 1N RANGE: 9E		CHF: --	17-484
CITY OF FARMINGTON		SCALE HOR 1"=80 FT.	
OAKLAND COUNTY		VER 1"= -- FT.	
MICHIGAN			

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Ten Mile Development Group, LLC, a Michigan limited liability company, and the ("Grantor"), whose address is 31000 Northwestern Hwy, STE 145, Farmington Hills, MI 48334, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the to City of Farmington, a Michigan Municipal Corporation, whose address is 236000 Liberty Street, Farmington, Michigan 48336, all of the pipes, valves, joints and appurtenances attached to or installed in the ground as a part of the water supply and sanitary sewer according to the easements and/or public rights-of-way therefore established described as follows:

(See the Attached and Incorporated Exhibits A and B)

IN WITNESS WHEREOF, the undersigned has executed these presents this ____ day of _____, 2024.

By: _____

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

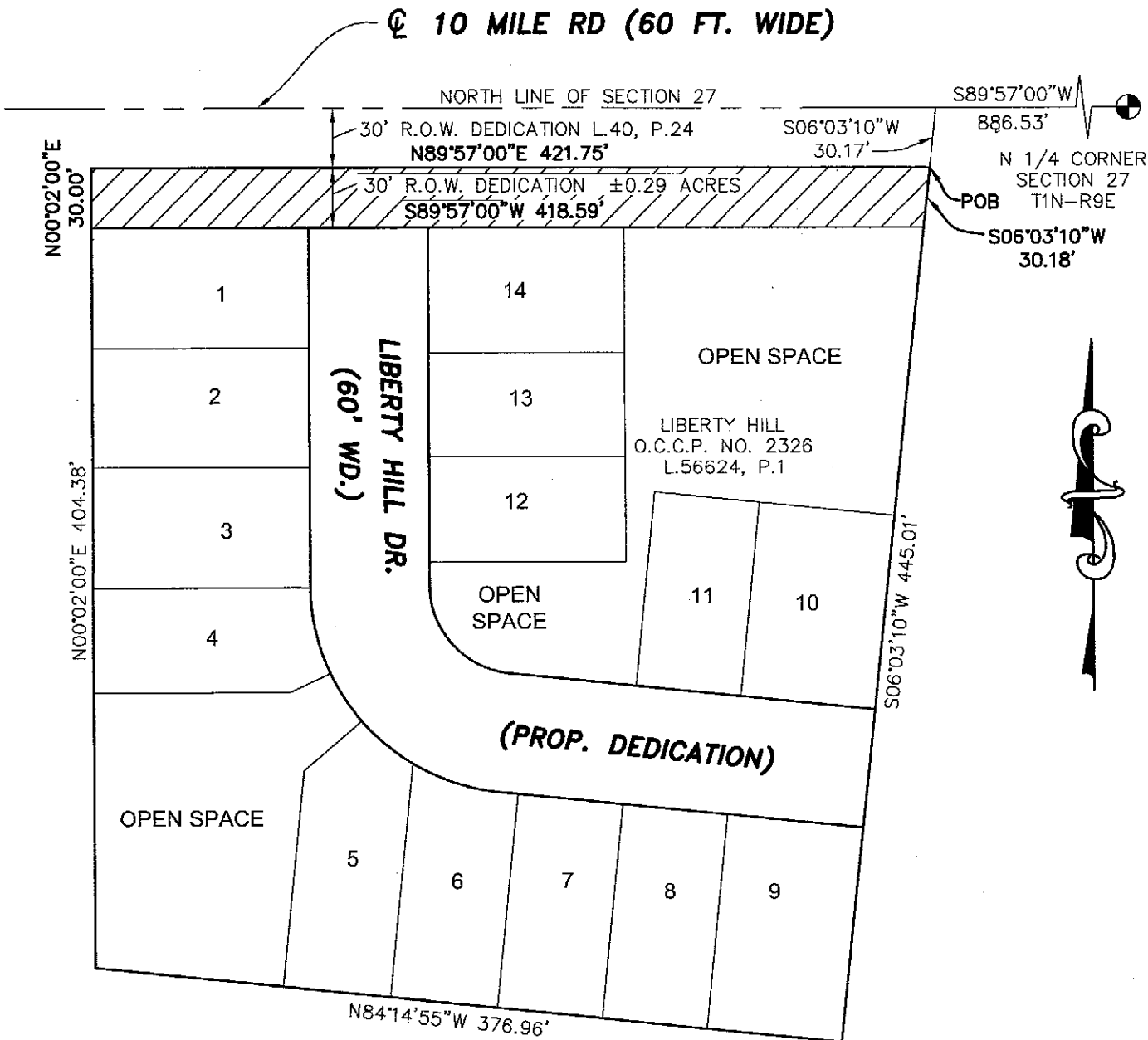
The foregoing instrument as acknowledged before me in Oakland County, Michigan, on this ____ day of _____, 2024, by _____ of _____ on behalf of the company.

Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires:

Elizabeth K. Saarela
ROSATI, SCHULTZ, JOPPICH, &
AMTSBEUCHLER, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

When recorded, return to:
Meaghan Bachman, Clerk
CITY OF FARMINGTON
23600 Liberty Street
Farmington, MI, 48335

EXHIBIT A



DESCRIPTION:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 27, T1N-R9E, CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN; THENCE $S89^{\circ}57'00''W$ 886.53 FEET ALONG THE NORTH LINE OF SAID SECTION 27 ALSO BEING THE CENTERLINE OF 10 MILE ROAD; THENCE $S06^{\circ}03'10''W$ 30.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING $S06^{\circ}03'10''W$ 30.18 FEET; THENCE $S89^{\circ}57'00''W$ 418.59 FEET; THENCE $N00^{\circ}02'00''E$ 30.00 FEET; THENCE $N89^{\circ}57'00''E$ 421.75 FEET TO THE POINT OF BEGINNING, CONTAINING 0.29 ACRES OF LAND, MORE OR LESS.

NOTE:

BEARINGS BASED ON NORTH LINE FARMINGTON WOODS SUB, L.40, P.24

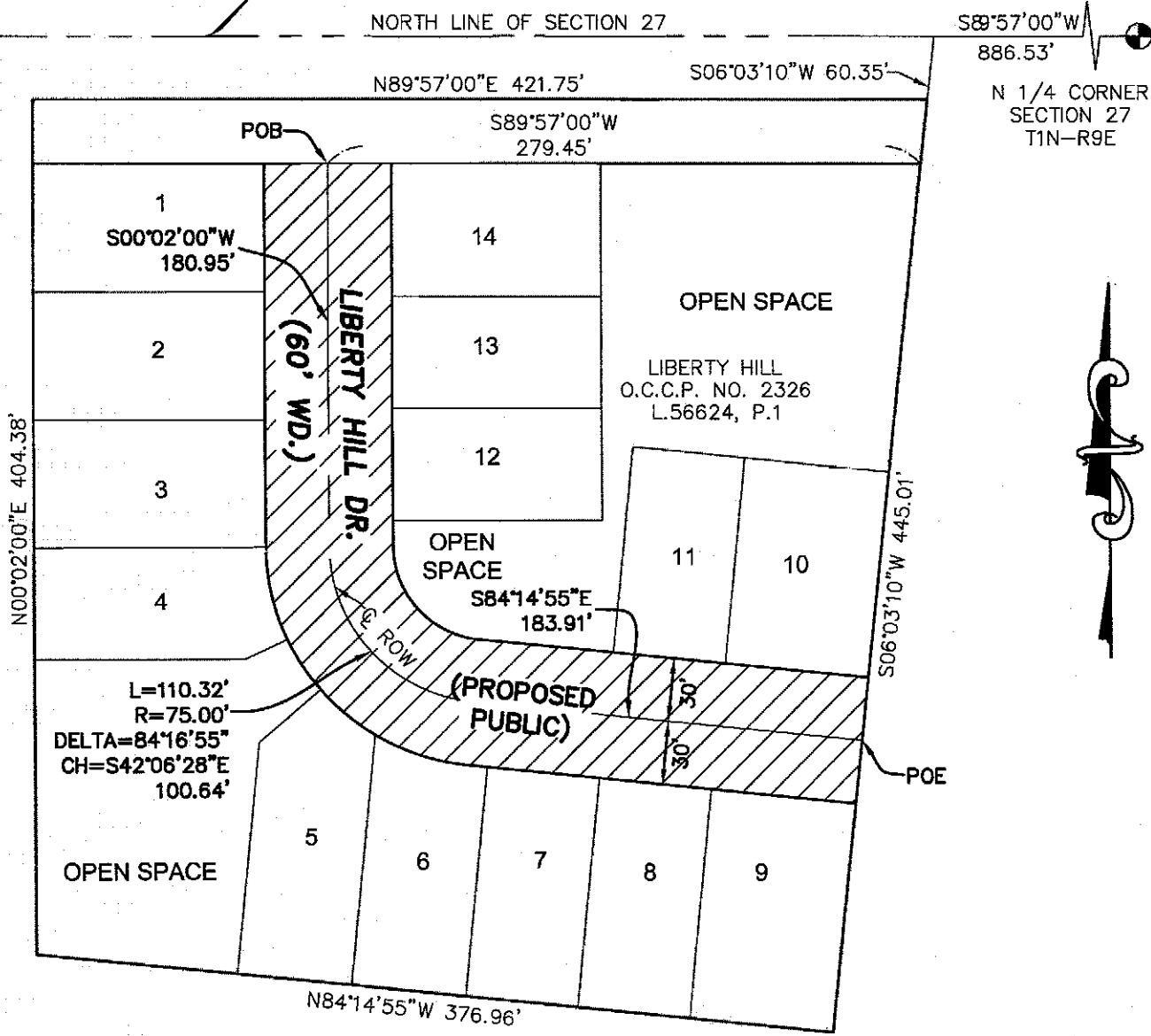
ALPINE
ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3765 (FAX)

CLIENT:		REVISED 10-7-2024	
BOJI DEVELOPMENT		DATE:	7-12-24
10 MILE RD. RIGHT-OF-WAY DEDICATION		DRAWN BY:	GP
		CHECKED BY:	KEH
LIBERTY HILL SECTION: 27 TOWNSHIP: 1N RANGE: 9E CITY OF FARMINGTON OAKLAND COUNTY MICHIGAN		0 40 80	
		FBK: -	1
		CHF: -	17-484
		SCALE HOR 1"=80 FT. VER 1"= - FT.	

EXHIBIT B

10 MILE RD (60 FT. WIDE)



DESCRIPTION:


COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 27, T1N-R9E, CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN; THENCE S89°57'00"W 886.53 FEET ALONG THE NORTH LINE OF SECTION 27 ALSO BEING THE CENTERLINE OF 10 MILE ROAD; THENCE S06°03'10"W 60.35 FEET; THENCE S89°57'00"W 279.45 FEET TO THE POINT OF BEGINNING; THENCE S00°02'00"W 180.95 FEET; THENCE 110.32 FEET ALONG A 75.00 FEET RADIUS CURVE TO THE LEFT, CHORD BEARING S42°06'28"E 100.64 FEET; THENCE S84°14'55"E 183.91 FEET TO THE POINT OF ENDING, CONTAINING 0.65 ACRES OF LAND, MORE OR LESS.

LEGEND



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CLIENT:		REVISED 10-7-2024		
BOJI DEVELOPMENT		DATE:	7-12-24	
LIBERTY HILL DR. RIGHT-OF-WAY DEDICATION		DRAWN BY:	GP	
LIBERTY HILL		CHECKED BY:	KEH	
SECTION: 27				
TOWNSHIP: 1N		FBK: —	1	
RANGE: 9E		CHF: —		
CITY OF FARMINGTON		SCALE HOR 1"=80 FT.		
OAKLAND COUNTY		VER 1"= — FT.		
MICHIGAN		17-484		

WARRANTY DEED


KNOW ALL MEN BY THESE PRESENTS, that Ten Mile Development Group, LLC a Michigan Limited Liability Company, and the ("Grantor"), whose address is 31000 Northwestern Hwy, STE 145, Farmington Hills, MI 48334, and the Liberty Hill Condominium Association, a Michigan non-profit corporation, whose address is 555 Briarwood Circle, Suite 140, Ann Arbor, MI 48108 conveys and warrants to City of Farmington, a Michigan Municipal Corporation, whose address is 236000 Liberty Street, Farmington, Michigan 48336, the following described premises situated in the City of Farmington for right-of-way purposes, County of Oakland, State of Michigan, to wit:

See attached Exhibit "A" attached hereto and made a part hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and no/100-----Dollars (\$1.00).

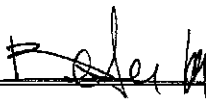
THE PROPERTY CONVEYED BY THIS DEED MAY BE LOCATED WITHIN THE VICINITY OF FARM LAND OR A FARM OPERATION. GENERALLY ACCEPTED AGRICULTURAL AND MANAGEMENT PRACTICES WHICH MAY GENERATE NOISE, DUST, ODORS, AND OTHER ASSOCIATED CONDITIONS MAY BE USED AND ARE PROTECTED BY THE MICHIGAN RIGHT TO FARM ACT.

Dated this 19th day of December, 2024

By: 
member

The foregoing instrument as acknowledged before me in Oakland County, Michigan, on this 19th day of December, 2024, by Joe Bell
Ten Mile Development Group a Michigan LLC, on behalf of the company.

Beth Kelly
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires July 02, 2028
Acting in the County of Oakland


Notary Public, Oakland County, MI
Acting in Oakland County
My Commission Expires: 7/2/28

**Liberty Hill Condominium ASSOCIATION,
a Michigan Non-Profit Corporation**

By: Janice E Swinehart
President

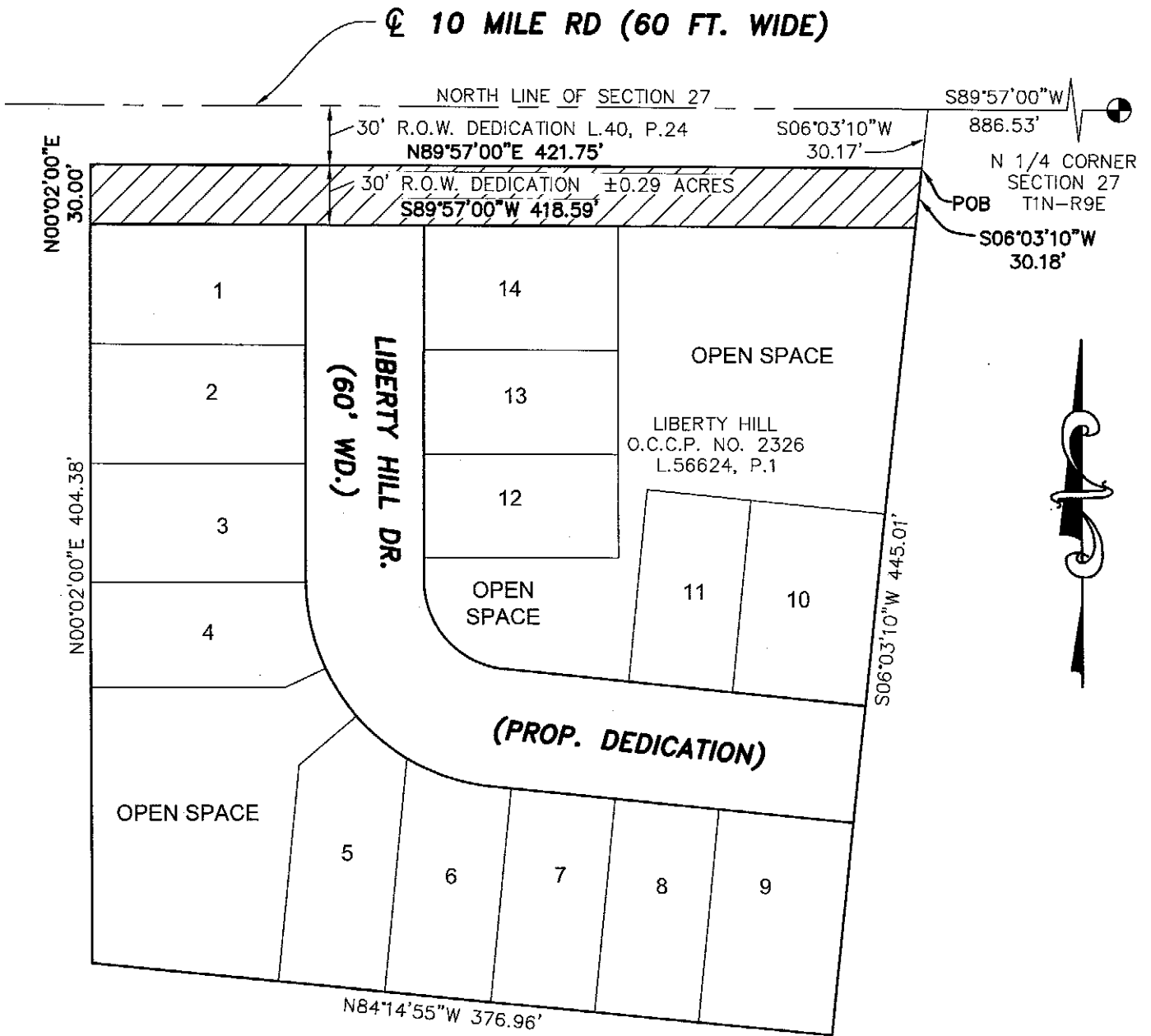
The foregoing instrument as acknowledged before me in Oakland County, Michigan, on this 19th
day of December, ~~2017~~ ²⁰²⁴ by Janice Swinehart, President of
Liberty Hill Condominium Association, a Michigan Non-Profit Corporation, on its behalf.

Beth Kelly

Notary Public, Wayne County, MI
Acting in Oakland County
My Commission Expires: 7-2-28

Beth Kelly
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires July 02, 2028
Acting in the County of Oakland

EXHIBIT A




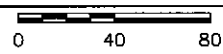
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NOTE:

BEARINGS BASED ON NORTH LINE FARMINGTON WOODS SUB, L.40, P.24


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(248) 926-3701 (BUS)
(248) 926-3765 (FAX)

CLIENT:		REVISED 10-7-2024	
BOJI DEVELOPMENT		DATE:	7-12-24
10 MILE RD. RIGHT-OF-WAY DEDICATION		DRAWN BY:	GP
LIBERTY HILL		CHECKED BY:	KEH
SECTION: 27 TOWNSHIP: 1N RANGE: 9E			
CITY OF FARMINGTON		0	40 80
OAKLAND COUNTY		FBK: -	1
MICHIGAN		CHF: -	17-484
		SCALE HOR 1"=80 FT. VER 1"=- FT.	

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Ten Mile Development Group, LLC, a Michigan Limited Liability Company ("Grantor"), whose address is 31000 Northwestern Hwy, STE 145 Farmington Hills, MI 48334, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the to City of Farmington, a Michigan Municipal Corporation, whose address is 23600 Liberty Street, Farmington, Michigan 48334, the street paving according to the easements and/or public rights-of-way therefore established described as follows:

{See the Attached and Incorporated Exhibit A)

In witness whereof, the undersigned has executed these presents this 10th day of December, 2024.

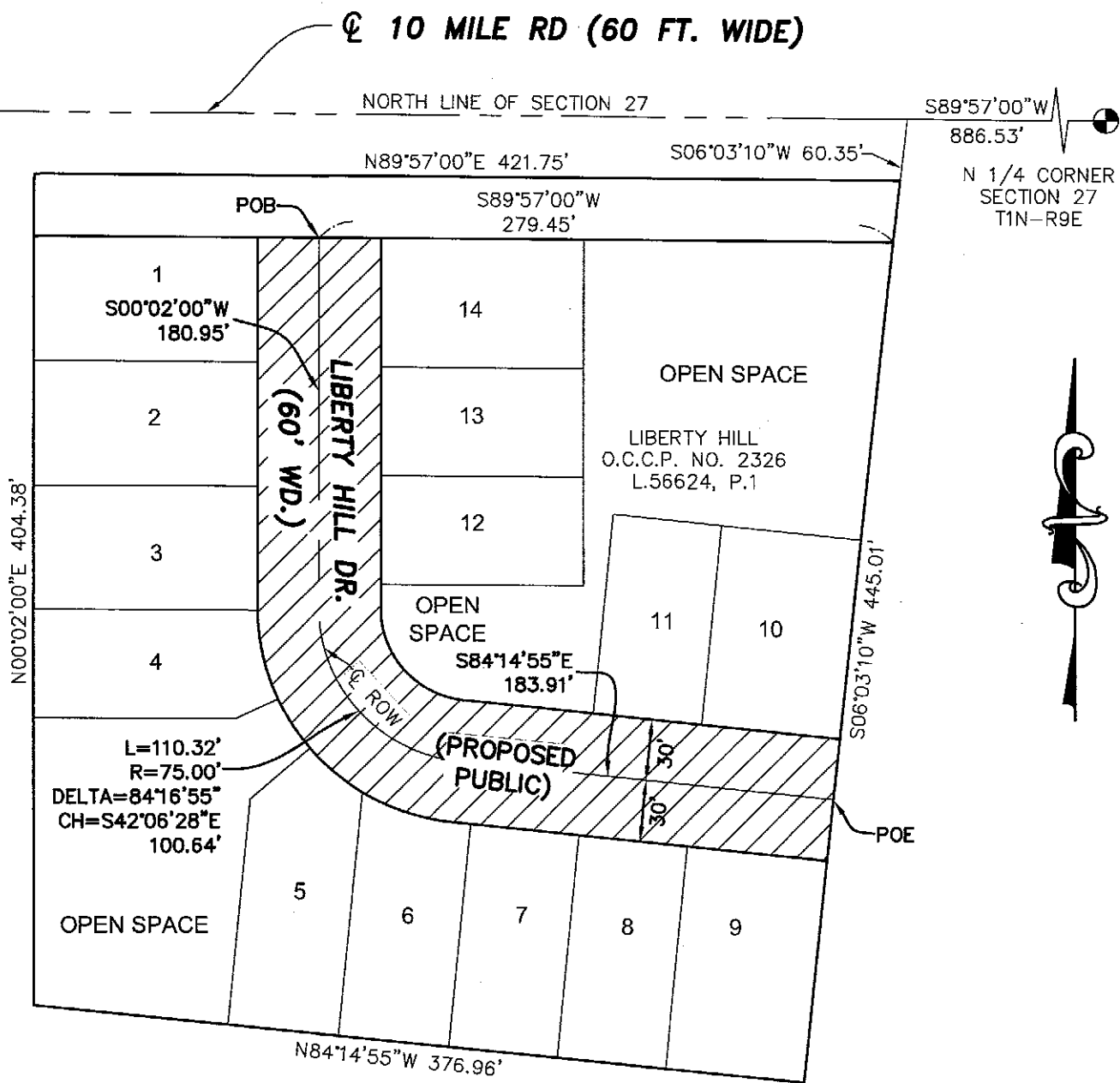
By:

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument as acknowledged before me in Oakland County, Michigan, on this ____ day of December, 2024, by _____, _____ of _____, on behalf of the company.

Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires _____

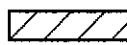
EXHIBIT A




DESCRIPTION:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 27, T1N-R9E, CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN; THENCE S89°57'00"W 886.53 FEET ALONG THE NORTH LINE OF SECTION 27 ALSO BEING THE CENTERLINE OF 10 MILE ROAD; THENCE S06°03'10"W 60.35 FEET; THENCE S89°57'00"W 279.45 FEET TO THE POINT OF BEGINNING; THENCE S00°02'00"W 180.95 FEET; THENCE 110.32 FEET ALONG A 75.00 FEET RADIUS CURVE TO THE LEFT, CHORD BEARING S42°06'28"E 100.64 FEET; THENCE S84°14'55"E 183.91 FEET TO THE POINT OF ENDING, CONTAINING 0.65 ACRES OF LAND, MORE OR LESS.

LEGEND



LIBERTY HILL DRIVE
RIGHT-OF-WAY
DEDICATION

**ALPINE**
ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3765 (FAX)

CLIENT:		DATE:	
BOJI DEVELOPMENT		7-12-24	
LIBERTY HILL DR. RIGHT-OF-WAY DEDICATION		DRAWN BY: GP	
LIBERTY HILL		CHECKED BY: KEH	
SECTION: 27		TOWNSHIP: 1N	
CITY OF FARMINGTON		RANGE: 9E	
OAKLAND COUNTY		FBK: --	
MICHIGAN		CHF: --	
		SCALE HOR 1"=80 FT. VER 1"= -- FT.	

SANITARY SEWER SYSTEM EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Ten Mile Development Group, LLC whose address is 31000 Northwestern Hwy, STE145, Farmington Hills MI 48334 ("Grantor"), being title holder to the following described parcel of land, to-wit:

[See attached and incorporated Exhibit A]

for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Farmington, a Michigan municipal corporation, whose address is 23600 Liberty Street, Farmington, MI, 48335, (hereinafter referred to as "Grantee"), a nonexclusive perpetual easement for sanitary sewer, over, upon, across, in, through, and under the following described real property, to-wit:

[See attached and incorporated Exhibit B]

and to enter upon sufficient land adjacent to said sanitary sewer easement for the purpose of exercising the rights and privileges granted herein.


Grantee may install, repair, replace, improve, modify and maintain the sanitary sewer lines, and all necessary appurtenances thereto, within the easement herein granted.

Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, through, or under the above-described easement, except that, subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the sanitary sewer in the easement areas shown on the attached and incorporated Exhibit B.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantor has affixed _____ signature this day of _____, 20____.

GRANTOR

By:  Joseph Berg
Member

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

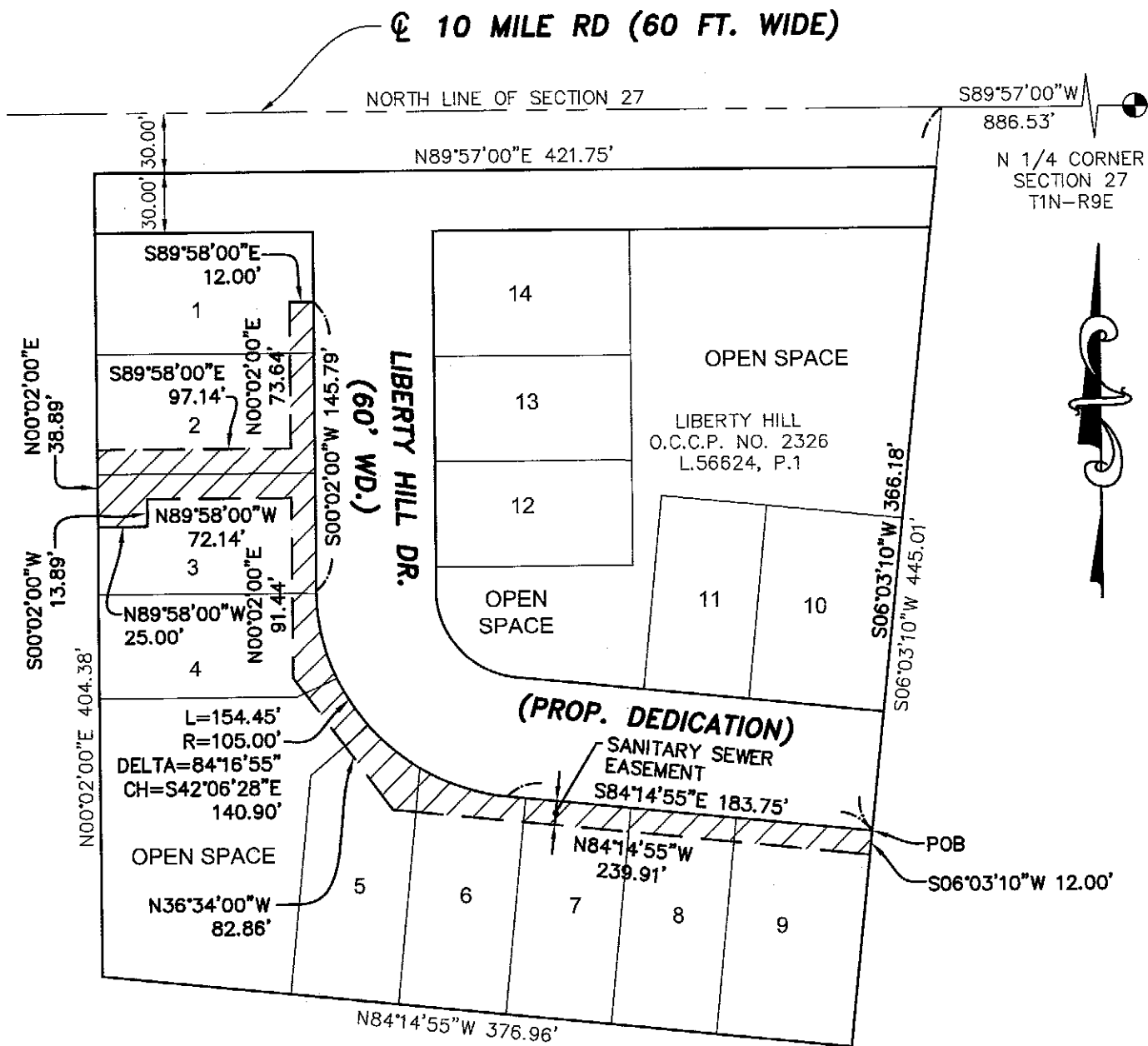
On this _____ day of _____, 20____, before me, personally
appeared _____ the _____ above named
_____ to me known to
be the person described in and who executed the foregoing instrument and acknowledged that
they executed the same as her free act and deed.

Notary Public
Acting in Oakland County, MI
My commission expires _____

THIS INSTRUMENT DRAFTED BY:
Elizabeth K. Saarela, Esquire
JOHNSON ROSATI SCHULTZ & JOPPICH, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331

AND WHEN RECORDED RETURN TO:
Sue Halberstadt, Clerk
23600 Liberty Street
Farmington, MI, 48335

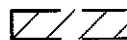
EXHIBIT A



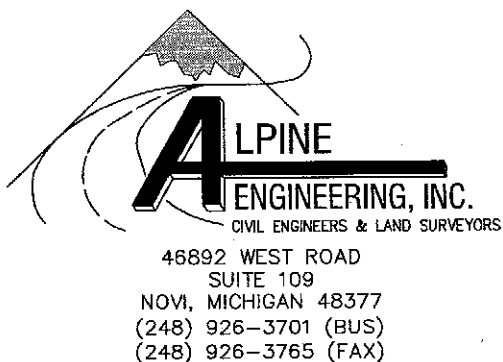
DESCRIPTION:

A VARIABLE WIDTH EASEMENT FOR SANITARY SEWER LOCATED IN THE NORTHWEST 1/4 CORNER OF SECTION 27, T1N-R9E, CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 27; THENCE S89°57'00\"W 886.53 FEET ALONG THE NORTH LINE OF SECTION 27 ALSO BEING THE CENTERLINE OF 10 MILE ROAD; THENCE S06°03'10\"W 366.18 FEET TO THE POINT OF BEGINNING; THENCE S06°03'10\"W 12.00 FEET; THENCE N84°14'55\"W 239.91 FEET; THENCE N36°34'00\"W 82.86 FEET; THENCE N00°02'00\"E 91.44 FEET; THENCE N89°58'00\"W 72.14 FEET; THENCE S00°02'00\"W 13.89 FEET; THENCE N89°58'00\"W 25.00 FEET; THENCE N00°02'00\"E 38.89 FEET; THENCE S89°58'00\"E 97.14 FEET; THENCE N00°02'00\"E 73.64 FEET; THENCE S89°58'00\"E 12.00 FEET; THENCE S00°02'00\"W 145.79 FEET; THENCE 154.45 FEET ALONG A 105.00 FEET RADIUS CURVE TO THE LEFT, CHORD BEARING S42°06'28\"E 140.90 FEET; THENCE S84°14'55\"E 183.75 FEET TO THE POINT OF BEGINNING.

LEGEND



VARIABLE WIDTH
SANITARY SEWER
EASEMENT



CLIENT:		DATE:	
BOJI DEVELOPMENT		7-12-24	
SANITARY SEWER EASEMENT		DRAWN BY: GP	
LIBERTY HILL		CHECKED BY: KEH	
SECTION: 27 TOWNSHIP: 1N RANGE: 9E		0 40 80	
CITY OF FARMINGTON		FBK: -	
OAKLAND COUNTY		CHF: -	
MICHIGAN		SCALE HOR 1\"= 80 FT. VER 1\"= - FT.	

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this ____ day of _____, 2024, by and between Ten Mile Development Group, a Michigan Limited Liability Company, whose address is 31000 Northwestern Hwy, STE 145, Farmington Hills, MI 48334 (hereinafter the "Owner"), and the City of Farmington, its successors, assigns, or transferees, whose address is 23600 Liberty Street, Farmington, MI, 48335 (hereinafter the "City").

RECITATIONS:

- A. Owner is the owner and developer of a certain parcel of land situated in Section 27 of the City of Farmington, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received final site plan approval for construction of a residential development on the Property.
- B. The residential development, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a underground detention system, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, the Owner hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Owner shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years are described in the attached **Exhibit B**.

In the event that the Owner shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve

written notice upon the Owner setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property through the Ingress/Egress Easement Area as described and depicted in **Exhibit C** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the underground detention system within the Detention/Sedimentation Easement Area described and depicted in **Exhibit D**, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner within thirty (30) days of a billing to the Owner. All unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner, and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The Owner, its agents, representatives, successors, and assigns shall defend, indemnify, and hold harmless the City and the City's, elected officials, agents and employees, from any and all costs, claims, suits, actions, losses, damages, or demands, including court costs and attorneys' fees, relating in any way to or arising out of the design, construction, use, inspection, maintenance, repair, or operation (or omissions in such regard) of the storm drainage system which is the subject of this Agreement.


The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described in the terms and conditions of this agreement.

Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

OWNER
Ten Mile Development Group, LLC


By: Joseph Boji
Its: Member

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__,
by _____, as the _____ of _____.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

CITY OF FARMINGTON
A Municipal Corporation

By:
Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____
201__, by _____, on behalf of the City of Farmington,
a Municipal Corporation.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

Drafted by: Elizabeth Kudla Saarela	And when recorded return to: Mary Mullison, City Clerk
--	---

Rosati, Schultz, Joppich, & Amtsbeuchler P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

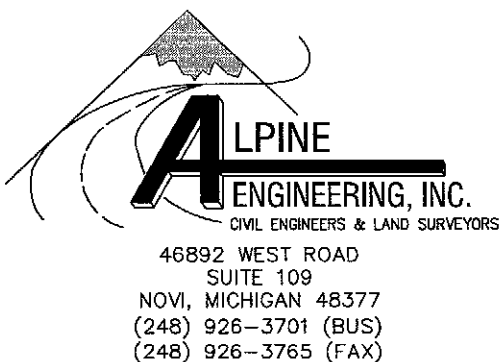
City of Farmington
23600 Liberty Street
Farmington, MI, 48335

EXHIBIT A

PARCEL DESCRIPTION:

A PARCEL OF LAND BEING ALL OF LOTS 1, 2, 3, 26 AND 27 AND PARTS OF LOTS 49, 50, 28, 29, 25 AND 4 AND PART OF MARBLEHEAD BOULEVARD (60' WIDE) OF FARMINGTON WOODS SUBDIVISION, OF PARTS OF THE NORTHEAST 1/4 AND OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWN 1 NORTH, RANGE 9 EAST, VILLAGE OF FARMINGTON, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 40, PAGE 24 OF PLATS, OAKLAND COUNTY RECORDS, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 27, TOWN 1 NORTH, RANGE 9 EAST, CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN, AND PROCEEDING THENCE SOUTH 89 DEGREES 57 MINUTES 00 SECONDS WEST 886.53 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE POINT OF BEGINNING, PROCEEDING THENCE SOUTH 06 DEGREES 03 MINUTES 10 SECONDS WEST 475.18 FEET; THENCE NORTH 84 DEGREES 14 MINUTES 55 SECONDS WEST 376.96 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 00 SECONDS EAST 434.38 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION; THENCE ALONG SAID NORTH LINE NORTH 89 DEGREES 57 MINUTES 00 SECONDS EAST 424.92 FEET TO THE POINT OF BEGINNING. ALL OF THE ABOVE BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SOUTH 60 FEET THEREOF FOR TEN MILE ROAD.



CLIENT:		DATE: 7-3-24	
BOJI DEVELOPMENT		DRAWN BY: TG	
STORM DRAINAGE FACILITY MAINTENANCE AGREEMENT		CHECKED BY: SD	
LIBERTY HILL SECTION: 27 TOWNSHIP: 1N RANGE: 9E CITY OF FARMINGTON OAKLAND COUNTY MICHIGAN		0	
		FBK:	A
		CHF:	
SCALE		HOR 1" = -- FT.	17-484
		VER 1" = -- FT.	

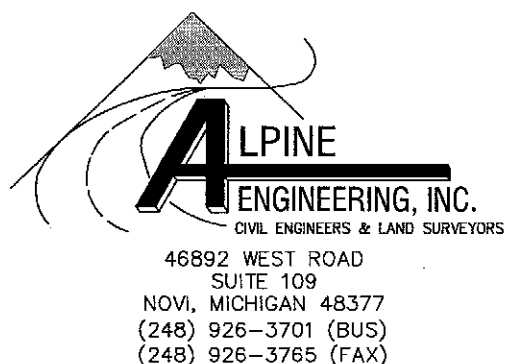
EXHIBIT B

SCHEDULE OF MAINTENANCE

Maintenance Activities	SYSTEM COMPONENT				Frequency*
	Catch Basins, Manholes, Storm Sewers	Swales and Berms	Storm Water Treatment Structure	Flow Restrictor Structures, and Outlet Pipes	
Monitoring/Inspection					
Inspect for sediment accumulation	X	X	X	X	Every 6 months
Inspect for floatables and debris	X	X	X	X	Every 6 months
Inspection for erosion		X			Every 6 months
Monitor plantings/vegetation		X			2 times per year
Inspection for corrosion in pipes, connections & welds	X		X	X	Annually
Wet weather inspection of structural elements, (including inspection for sediment accumulation in detention areas) with as-built plans in hand.	X	X	X	X	Every 6 months
Ensure means of access for maintenance remain clear/open	X	X	X	X	Annually
Preventative Maintenance					
Mowing/remove invasive plant species		X			As needed*
Remove excess sediment	X	X	X	X	As needed
Remove floatables and debris	X	X	X	X	Every 6 months (min.) or as needed
Remedial Actions					Annually
Repair/Stabilize areas of erosion		X			As needed
Replace dead plantings, bushes, trees		X			As needed
Reseed bare areas		X			As needed
Structural repairs	X		X	X	As needed

* Not to exceed the length allowed by current local community ordinance

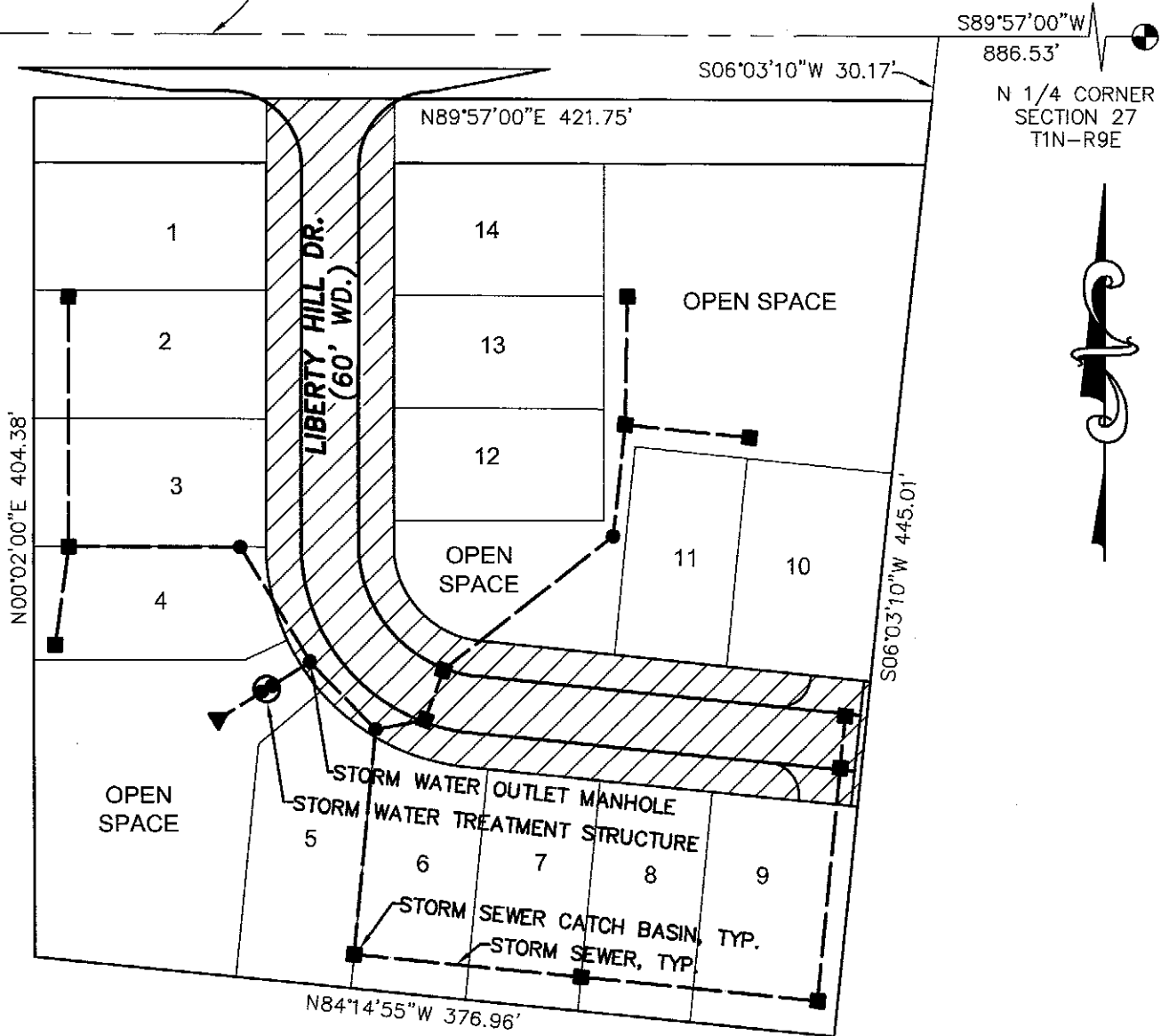
Maintenance Plan Budget	YR 1	YR 2	YR 3
Inspection for sediment accumulation, floatables and debris: every 6 months	\$300	\$300	\$300
Removal of sediment, floatables and debris: as needed	\$2000	\$2000	\$2000
Erosion and wet weather inspection: every 6 months	\$300	\$300	\$300
Re-establish permanent vegetation on eroded areas as needed	\$1000	\$1000	\$1000
Inspect system for corrosion Annually	\$300	\$300	\$300
Total annual budget	\$3,900	\$3,900	\$3,900



CLIENT:		DATE: 7-3-24	
BOJI DEVELOPMENT		DRAWN BY: TG	
STORM DRAINAGE FACILITY MAINTENANCE AGREEMENT		CHECKED BY: SD	
LIBERTY HILL		0	
SECTION: 27 TOWNSHIP: 1N RANGE: 9E		FBK:	
CITY OF FARMINGTON		CHF:	
OAKLAND COUNTY		B	
MICHIGAN		17-484	
SCALE HOR 1" = -- FT.		VER 1" = -- FT.	


EXHIBIT C

10 MILE RD (60 FT. WIDE)
& NORTH LINE OF SECTION 27



LEGEND

 INGRESS/EGRESS AREA


ALPINE
ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3765 (FAX)

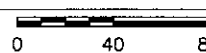
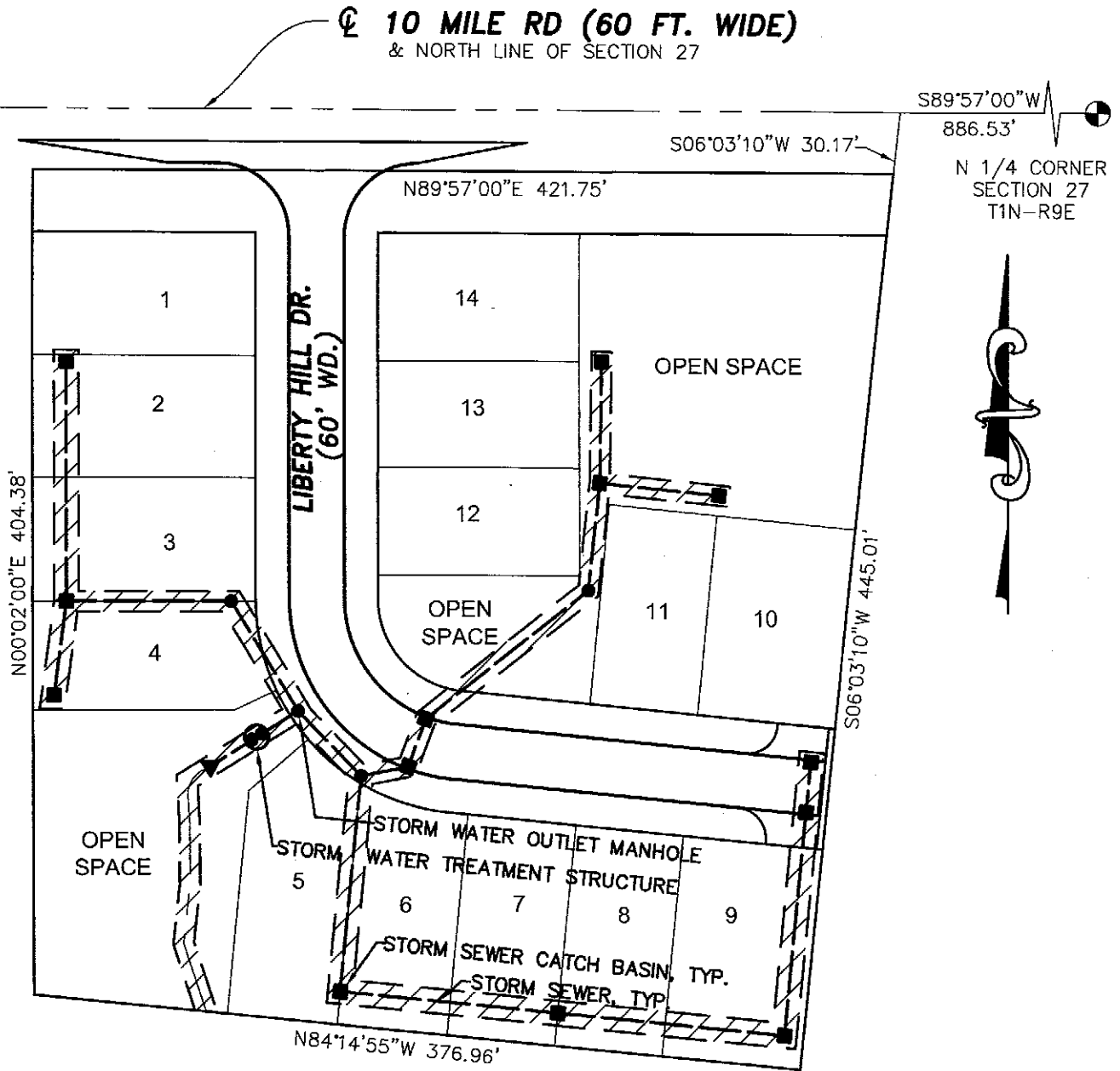
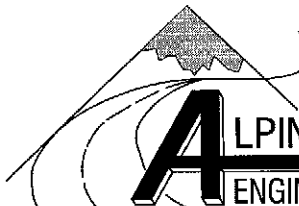
CLIENT:		DATE: 7-3-24	
BOJI DEVELOPMENT		DRAWN BY: TG	
STORM DRAINAGE FACILITY MAINTENANCE AGREEMENT		CHECKED BY: SD	
LIBERTY HILL		 0 40 80	
SECTION: 27	TOWNSHIP: 1N	FBK:	C
	CITY OF FARMINGTON	CHF:	
	OAKLAND COUNTY		
	MICHIGAN		
		SCALE HOR 1"= 80 FT. VER 1"= - FT.	

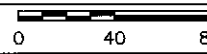
EXHIBIT D



LEGEND

 STORM SEWER UNDERGROUND
DETENTION SYSTEM AREA


ALPINE
ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3765 (FAX)

CLIENT:		DATE: 7-3-24	
BOJI DEVELOPMENT		DRAWN BY: TG	
STORM DRAINAGE FACILITY MAINTENANCE AGREEMENT		CHECKED BY: SD	
LIBERTY HILL			
SECTION: 27 TOWNSHIP: 1N RANGE: 9E		FBK:	
CITY OF FARMINGTON		CHF:	
OAKLAND COUNTY		D	
MICHIGAN		17-484	
		SCALE HOR 1"=80 FT. VER 1"=- FT.	

Farmington City Council Staff Report	Council Meeting Date: August 18, 2025	Item Number 7H
Submitted by: Todd Anderson – Deputy Director		
Agenda Topic: Request to Approve the Purchase of two (2) 2025 Chevrolet Tahoe 4WD Police Package vehicles and outfit it with equipment.		
Proposed Motion: Approve FY 2025/26 budget request to purchase two (2) 2025 Chevrolet Tahoe's from Burger Chevrolet Inc. in the amount of \$107,748.00 and approve equipment outfitting from Canfield Equipment in the amount of \$38,000.		
The public safety department requests the purchase of two (2) 2025 Police Package Chevrolet Tahoe's from Berger Chevrolet and outfit them with police equipment through Canfield Equipment. The vehicles will be purchased through a State Bid Contract. This purchase is part of the approved 2025/26 fiscal year budget.		
Materials Attached: None		

Farmington City Council Staff Report	Council Meeting Date: August 18, 2025	Informational
Submitted by: Melissa Andrade, Assistant to the City Manager		
Agenda Topic: Minutes from City's Boards and Commissions		
Beautification: No July meeting CIA: August meeting canceled DDA: June 2025 Historical: June 2025 Parking: July meeting postponed to Aug. 20 Pathways: July meeting rescheduled Planning: August meeting canceled ZBA: August meeting canceled Library: July minutes not yet posted Commission on Aging: No summer meeting Farmington/Farmington Hills Arts Commission: July meeting canceled Commission on Children, Youth and Families: No August Meeting Emergency Preparedness Committee: July 2025		



DDA Board Meeting Minutes

Wednesday, July 9, 2025 | 8:00AM

Farmington City Hall | Conference Room

23600 Liberty Street, Farmington, MI 48335

MINUTES

The meeting was called to order by Todd Craft at 8:02 am.

1. Roll Call:

Present: Todd Craft, Donovan Singleton, Claire Perko, James McLaughlan, Karlyn Cassidy, Sean Murphy

Absent: Shawn Kavanagh, Johnna Balk, and Tom Pascaris

Others Present: Chris Halas, Jenny Gray, Jess Westendorf

2. Approval of Consent Agenda

a. Minutes for June 4, 2025 DDA Board Meeting

Motion by Singleton, Seconded by Perko to approve the items on the consent agenda. The motion passes unanimously.

3. Approval of Regular Agenda

Motion by Perko, seconded by McLaughlan to approve the items on the regular agenda. The motion passed unanimously.

4. Public Comment

Opened and closed by Todd Craft at 8:04am.

5. Great American Main Street (GAMSA) Video Preview

Jess Westendorf provided a setup for the GAMSA video, explaining that Farmington was a national semifinalist last year and aims to win this year. The application is due on Friday July 11th, and an optional (but highly encouraged) video submission is part of it. **Chris Halas** has dedicated significant time and professional resources to creating the video, and emphasized that the video was a massive team effort, showcasing the passion and investment of Farmington residents and aiming to

convey that Farmington is a "cool place" whose residents are deeply invested in their town and deserve to win.

The video was then previewed by the board and well received.

6. Executive Director Update (Jess Westendorf)

- **Summertime Wins:** Celebration of the **placemaking award** for Mason's Corner and Kate Knight's recognition as Main Street Director of the Year for the county in June.
- **Staffing:** Welcomed Jenny, who has quickly integrated into her role, including researching bands for **Harvest Moon**. Jenny brings a background in interior design, small business management, and volunteer coordination.
- **GAMSA Application:** The application is due this week, requiring significant effort to compile narratives, photography, and spreadsheets. Letters of support are being collected from businesses, City Council, and the DDA Board. A letter from MML regarding their choice to host their local economies cohort in Farmington was also noted as a valuable addition, highlighting a successful June workshop that brought almost 70 economic development professionals to the city for a walking tour.
- **Construction Updates:**
 - **Thomas Street Reconstruction:** Dust is flying, and the reconstruction of Thomas Street (part of the hillside towns project) is underway. Jess Westendorf personally tracked down matching pavers for the project, ensuring the right inventory is available.
 - **Art Park Promenade:** Bid documents are going out today or tomorrow. OHM has worked with Noah and Fraus on the bid documents following DDA Board, Design Committee, and Planning Commission meetings. Bids will be sent directly to preferred contractors and publicly posted.
- **Public Art:** New sculptures are arriving this week (Thursday or Friday) for Riley Park. The Public Art Committee met last month to suggest installations, which were then coordinated with the artist for suitable fits. This installation is a shorter subscription, intended to be followed by more art in the Art Park Promenade next fall as part of a larger project.
- **Founders Festival:** Next week marks the 61st year of the festival, featuring music, beer, and festivities. 360 Event Productions is producing this festival for the city.
- **Downtown Beautification:** Bill Wilson and his crew are undertaking a large-scale weeding sweep on Farmington Road and parts of Grand River to prepare for the

festival, replacing winter-damaged plant material and addressing trip hazards from pavers. The goal is to complete this before an estimated 70,000 people visit next week.

- **New Businesses:**

- **Sante** is opening next week.
- **Lone Light Spirits** is close to opening, aiming for July, with beautiful windows expected soon.

7. Swing Farmington and Event Calendar Amendment

Jess Westendorf reported on **Swing Farmington**, an unofficial weekly swing dance event held in Riley Park by DJ Robert Layton. Previously run under the city's umbrella, it ceased during COVID-19, but Layton revived it. While popular (attracting ~150 kids weekly), it has been operating "illegally" due to city policy limiting Riley Park to city- or DDA-led events to manage liability and avoid setting precedents for undesirable private events. To address this, the DDA is **adopting Swing Farmington onto its official event calendar**. This requires no sponsorship or significant staff time beyond existing support (e.g., light issues). This amendment allows the event to operate legally and enables the DDA to promote it, ensuring continued vibrancy downtown.

Motion by Perko, seconded by Singleton to approve the 2025 Event Calendar as presented. Motion passed unanimously.

8. LED Tre Lighting Proposal

Jess Westendorf presented the proposal for the **LED tree lighting refurbishment**. As the existing lights age and tree canopies grow, sections of the downtown lights are dimming or out (some due to box truck damage). This proposal is for the next phase of a four-year plan, covering approximately 16 trees from the crosswalk at Canal down to Starbucks. The current cost is **\$11,326**, higher than the previous section due to larger tree canopies. This cost covers relighting and minor canopy trimming. Discussions are ongoing for a larger budget requirement to light Farmington Road in the next three to four years, potentially as a **Harvest Moon** budget item.

Motion by Singleton, seconded by Murphy that the DDA Board authorize payment of \$11,326.00 from account 248-000.00-801.006 (Seasonal Decorations) to Faith Lawn & Property Management upon completion of the 2025 LED tree lighting refurbishment along

Grand River Avenue, as outlined in the attached proposal. Motion passes unanimously via roll call.

Roll Call Vote:

Ayes: 6; Singleton, Murphy, Perko, McLaughlan, Craft, Cassidy.

Nays: 0

Absent: 3; Pascaris, Kavanagh, Balk

Committee Updates:

- **Promotions Committee:** Has not met but is actively working with the "How do you Farmington" banner for content creation. Social media contractor Aleks Heidi is creating reels, and committee members are taking shifts to capture content at events. It was also noted that a new volunteer, referred by Chris Halas, will be dedicating ~20 hours/week through September to launch a TikTok presence, creating content and a plan for review, with the goal of reaching a new audience and cross-promoting on other platforms.
- **Business Development Committee:** Has not met. **Donovan Singleton** committed to scheduling a meeting soon, aiming for the last week of July (July 28th) to allow time for brainstorming and planning.
- **Design Committee:** Has not met this month but met frequently the month prior. Focus is on the Art Promenade and vegetation maintenance.
- **Public Art Committee:** Met before the last board meeting to discuss the Ken Thompson sculpture subscription, with installation expected this week.
- **Organization Committee:** Welcomed Jenny, the new staff member, who has already sent out the email blast for the **Volunteer Appreciation event** on July 29th at 6 PM (Heights Brewing confirmed as vendor). Currently, 90 people have signed up, exceeding last year's attendance.
 - **Mary Martin Service Award:** Nominations are being sought for this award. It was noted that board members are not eligible, making it challenging to find new recipients as many deserving individuals have already been honored. Board members were encouraged to submit nominations.
- **Harvest Moon Committee:** Bands have been booked for Thursday, Friday, and Saturday. **Blue Water Kings** (a nine-piece band) is booked for Saturday. **Main Street Soul** (a "proven winner") will return on Friday, and **Full Tilt Boogie** (successful at the

Farmers Market) will play on Thursday. Work is ongoing to secure food vendors and sponsors.

9. Other Business

Farmington Fit: James McLaughlan reported increased engagement and attendance this year, largely due to moving sessions to Monday nights. Attendance ranges from 30-40 on the low end to 70-80 on the high end. While most pre-register, 5-10 people register on-site. The show-up rate for registered participants is high (90%+).

10. Board Comment

Todd Craft welcomed Jenny to the team, acknowledging the high bar set but commending her for quickly jumping in and taking charge during Jess's transition. He thanked Jess for her significant efforts in handling both roles during the transition period and praised her excellent performance.

Claire Perko echoed the sentiments, specifically mentioning the GAMSAs application efforts and hoping for a win.

Jess Westendorf mentioned the GAMSAs marking the calendar for April 13-15, 2026, in Tulsa. **Donovan Singleton** and **Todd Craft** briefly discussed the experience of attending the national Main Street event in Philadelphia, noting the multitude of sessions and the overall positive experience.

11. Adjournment

Motion by Singleton, seconded by McLaughlan to adjourn. Motion passes unanimously.

HISTORICAL COMMISSION REGULAR MEETING

Minutes

June 26, 2025

1. Meeting was called to order at 7:03pm
2. Roll call: Laura Myers, Rudy Wengorovius, Brandon Porterfield, Robert Senn, Kevin Parkins and Jill Keller
3. Approval of agenda: approved, all ayes
4. Public Comment: none
5. Approval of minutes from 5/22/2025: approved, all ayes
6. Annual report:
 - a. sent today, we will amend some wording from “we” to “the city”
 - b. we will approve next month
7. Warner Mansion activities:
 - a. Upcoming porch party discussion (see below)
8. New Business:
 - a. Election of officers in June
 - i. Chair – Laura Myers
 - ii. Co-chair – Robert Senn
 - iii. Secretary – Rudy Wengorovius
 - iv. Treasurer – Robert Senn
 - v. Jill motioned, Robert second, all ayes
9. Old Business:
 - a. Porch party
 - i. Busch’s is a go with ice cream and popsicles
 - We will need dry ice – Robert will get
 - Coolers – we will all pitch in
 - Jill will be responsible for corn hole and coolers from Brandon
 - ii. Brandon will get water, juice boxes, napkins, hot dogs, mustard, ketchup, buns, paper plates, chips
 - iii. Kevin and Kevin will provide the grills for making the hot dogs
 - iv. Tent, tables and chairs – renting from Farmington Hills, they will come and set it all up. Get 20x40 tent, 8 tables, 50 chairs total will be \$455
 - v. DPW – extra garbage cans (Kevin R and Laura will secure) and mark where sprinkler line are at
 - vi. Farmington Fire truck will be on site

- vii. FBC will be participating
- viii. Joe LaRussa will give a kick-off speech
- ix. Sound system – Kevin Parkins is handling
- x. Dave Murphy is reaching out to Brian Golden on getting some artifacts for display on the porch
- xi. Robert is looking into getting 2-3 porta potty's
- xii. Laura is looking into getting name tag lanyards for the committee for people to recognize who to ask questions
- xiii. Final meeting will be Monday June 14th to finalize any outstanding to-do's

b. Historic District survey –

- i. Farmington Hills historic home website – Rudy is in contact with some of the individuals to see how we can build ours.

10. Correspondence and communications: none

11. Other business – propose to change meeting day moving forward to 4th Wednesday of the month and instead of a November meeting we will meet the first Wednesday of December and then not meet until January. Rudy motions, Kevin Parkins second, all ayes

12. Commission Comments: none

13. Adjournment at 8:07pm

Meeting Minutes
Emergency Preparedness Commission
July 7, 2025 – 5:00PM
Farmington City Hall – Community Room
31555 W. 11 Mile Rd.
Farmington Hills, MI 48336
248-473-1800 www.fhgov.com

MEETING CALLED TO ORDER: Chair Sweeney called the meeting to order at 5:00 PM.

MEMBERS PRESENT: Avie, Card, Dilts, Igwe, Schertel, Sloan, Sweeney, Thomas, and Tyler.

MEMBERS ABSENT: Ciaramitaro, Dixon, Hopfe, and Forshee.

OTHERS PRESENT: Aldred (FH City Council).

OTHERS ABSENT: Pankow (FHFD), Piggott (FHPD), and Wren (FPS).

CITIZENS PRESENT: Jonathan James.

APPROVAL OF AGENDA: Motion by Avie to approve the agenda as submitted, seconded by Thomas. Motion passed unanimously by voice vote.

APPROVAL OF MEETING MINUTES: Motion by Avie to approve the June 2, 2025 meeting minutes as submitted, seconded by Thomas. Motion passed unanimously by voice vote.

BUDGET REPORT: EPC Budget for 2025 is \$2,500.

- No updates.
- No spending year-to-date.

UNFINISHED BUSINESS:

- None.

NEW BUSINESS:

- Farmington Founders Festival; 7/17/25 – 7/19/25.
 - Literature Booth Assignments: Volunteer time slots are available through SignUpGenius and have been e-mailed to EPC members. Members who do not have access can contact Rob Card.
 - Parade assignments – Avie, Forshee, Hopfe, Igwe, and Sweeney will be assisting with parade. Members interested in assisting can contact Roger Avie.
- Costick Center Seniors Health Fair; 10/7/25, 10:00 AM to 2:00 PM.

- Sweeney is contacting the organizers to arrange for an EPC booth/table at the Fair. Sweeney will staff the booth and other members can contact Mike Sweeney to volunteer.
- Ready Livingston 2025 Family Emergency Readiness Expo; 8/24/25, 9:00 AM to 4:00 PM
 - EPC Members are encouraged to attend.
- EPC Commissioner Training opportunities
 - The Farmington Hills Fire Department will offer CPR, AED and Stop the Bleed training on July 24, 2025.

LIAISON REPORTS:

- Aldred: FH budget approved for four new firefighter positions.

COMMITTEE REPORTS:

- None

PUBLIC COMMENTS:

- None

COMMISSIONER COMMENTS:

- The Farmington Hills Police Department will be launching a Youth Police Academy. The academy is for youth ages 12-16 and will be for two weeks in August.

NEXT MEETING DATE: The next public meeting will be Monday, August 4, 2025 at 5:00 PM in the Farmington Hills City Hall Community Room.

ADJOURNMENT: Chair Sweeney adjourned the meeting at 5:45 PM.

Minutes taken by Secretary Card.

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at (248)871-2410 at least two (2) business days prior to the meeting, wherein necessary arrangements/accommodations will be made.
Thank you.