



**Regular City Council Meeting
7:00 p.m., Monday, March 18, 2024
City Council Chambers
23600 Liberty Street
Farmington, MI 48335**

REGULAR MEETING AGENDA

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PUBLIC COMMENT**
- 4. APPROVAL OF ITEMS ON CONSENT AGENDA**
 - A. City of Farmington Minutes**
 - B. Farmington Monthly Payments Report**
 - C. Farmington Public Safety Monthly Report**
 - D. Special Event Application: Memorial Day Parade**
- 5. APPROVAL OF REGULAR AGENDA**
- 6. NEW BUSINESS**
 - A. TextMyGov**
 - B. Street Crack Sealing/overband RFP**
 - C. DPW Concrete Replacement**
 - D. Fuel Pumps and Recording Equipment**
 - E. Consideration to install building security at the Public Works/Planning and Building facility; and to enhance the existing camera system throughout the Downtown**
 - F. Second Reading and consideration to adopt Proposed Amendment to the City of Farmington Code of Ordinances, Chapter 7, Buildings and Building Regulations, to add a new Article III, Demolition**
- 7. OTHER BUSINESS**
- 8. PUBLIC COMMENT**
- 9. CITY COUNCIL COMMENTS**
- 10. ADJOURNMENT**

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



City Council Meeting
6:30 p.m., Thursday, February 15, 2024
Conference Room
23600 Liberty Street
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES
DISCUSSION OF THE GOVERNOR WARNER MANSION

A special meeting of the Farmington City Council was held on February 15, 2024, at 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 6:30 PM by Mayor LaRussa.

1. ROLL CALL

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

City Administration Present

City Manager David Murphy
City Treasurer-Finance Director Chris Weber
City Clerk Meaghan Bachman

2. APPROVAL OF REGULAR AGENDA

Move to approve the agenda as presented.

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

3. PUBLIC COMMENT

No members of the public spoke.

4. Discussion: Governor Warner Mansion

The purpose of this meeting was to hold a discussion regarding the Governor Warner Mansion and the future use of the property. The overall general thoughts included plans that should go beyond just repairing and would include the south addition that would need to be stabilized. It was also agreed that Council would like to preserve the mansion’s authenticity and find a sustainable source of revenue for maintenance. City Council discussed a variety of ideas for the use of the property.

For the future use of the mansion, ideas would include utilizing the space for community use and for private events. It was further noted the grounds shall always be available for public use. In addition, the future use should include the carriage house as a functional and useful space. With the future use, it was discussed the space should be programmed with community feedback included and the historic elements should be included with the space.

City Council discussed design ideas. An outdoor gathering space would need solid ground other than grass or turf. Modern restrooms should be included to accommodate larger gatherings. It would be ideal to include space to provide food preparation, but not necessarily cooking service, and a service area for alcoholic beverages. A proper connection from the former church property to the grounds should be included in the design. It was discussed that the existing gazebo should be designed for better use.

In closing, Mayor LaRussa noted a few action items that include, obtaining a liquor license, City Council to take a tour of the Warner Mansion, obtain a conceptual design of the church and mansion properties that would host events up to 150 attendees.

5. OTHER BUSINESS

RESOLUTION ACCEPTING BANKRUPTCY REORGANIZATION PLAN FOR ENDO INTERNATIONAL AND FUTURE OPIOID SETTLEMENTS AND REORGANIZATION PLANS

City Manager David Murphy presented council with a resolution to authorize the City Manager to take the necessary actions to accept additional opioid settlement funds and to accept plans of reorganization of companies that filed for bankruptcy protection from opioid litigation claims, as long as the City Attorney reviews the terms and does not have any concerns with the plan.

Move to approve the resolution accepting Bankruptcy Reorganization Plan for Endo International and authorizing the City Manager to accept Future Opioid Settlements and Reorganization Plans.

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

6. PUBLIC COMMENTS

Kim Shay, resident at 23606 Wesley spoke regarding the discussion on the Governor Warner Mansion.

Scott Freeman, resident on Oakland Street spoke regarding the Governor Warner Mansion.

7. COUNCIL COMMENTS

The Mayor thanked all for the input on the Governor Warner Mansion project.

Councilmember Steve Schneemann suggested a budget plan is discussed for the future use of the Mansion.

8. ADJOURNMENT

Move to adjourn the meeting.

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

The meeting adjourned at 8:33 p.m.

Joe LaRussa, Mayor

Meaghan K. Bachman, City Clerk

Approval Date:



City Council Meeting
6:00 p.m., Tuesday, February 20, 2024
Conference Room
23600 Liberty Street
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on February 20, 2024, at 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 6:05 PM by Mayor LaRussa.

1. ROLL CALL

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

City Administration Present

City Manager David Murphy
City Treasurer-Finance Director Chris Weber
Planning & Building Director Kevin Christiansen
City Clerk Meaghan Bachman
City Attorney Tom Schultz

2. APPROVAL OF REGULAR AGENDA

Move to approve the agenda as presented.

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

3. PUBLIC COMMENT

No members of the public spoke.

4. PATHWAYS INTERVIEWS

- Marilyn Weimar
- Stephanie Crane

City Council conducted two interviews for the Pathways Committee.

5. BOARD AND COMMISSION APPOINTMENTS: BEAUTIFICATION

Move to appoint the following candidates to the Beautification Committee:

- Randy Dickerson, term expiring June 30, 2024
 - The term for Randy Dickerson will automatically renew at the end of the 2024 term.
- Kasandra Mullen, term expiring June 30, 2025
- Anah Soble, term expiring June 30, 2026

RESULT: APPROVED [UNANIMOUS]

MOVER: Taylor, Councilmember

SECONDER: Balk, Mayor Pro-Tem

6. PATHWAYS COMMITTEE PRESENTATION

The Chairperson of the Pathways Committee, Tim Price presented an annual update to City Council. The committee developed a vision map that guides them on their focus. Some of the focus areas include:

- Maximizing pedestrian safety
 - Evaluating Grand River speed limits into downtown, specifically Shiawassee to Oakland Street and Power to School Street
- Farmington Hills Connections
 - M-5 Pedestrian Overpass
 - 10 Mile & Farmington Crosswalk
- Downtown Connection
 - 9 Mile Pathway
- Crossing Grand River
 - Evaluating functional crossing options between School Street and Orchard Court
- Sidewalk Maintenance
 - Evaluating sidewalks and initiatives

7. OTHER BUSINESS

City Manager David Murphy noted DTE Energy will be at the March 18th Special City Council Meeting to give a presentation.

8. PUBLIC COMMENTS

No members of the public spoke.

9. COUNCIL COMMENTS

No members of the council spoke.

10. ADJOURNMENT

Move to adjourn the meeting.

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

The meeting adjourned at 7:05 p.m.

Joe LaRussa, Mayor

Meaghan K. Bachman, City Clerk

Approval Date:



City Council Meeting
7:00 p.m., Tuesday, February 20, 2024
Conference Room
23600 Liberty Street
Farmington, MI 48335

DRAFT

REGULAR MEETING MINUTES

A meeting of the Farmington City Council was held on February 20, 2024, at 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 7:16 PM by Mayor LaRussa.

1. ROLL CALL

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

City Administration Present

City Manager David Murphy
Public Safety Director Bob Houhanisin
City Treasurer-Finance Director Chris Weber
Public Works Superintendent Chuck Eudy
Planning & Building Director Kevin Christiansen
City Clerk Meaghan Bachman
City Attorney Tom Schultz

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

No members of the public spoke.

4. APPROVAL OF THE CONSENT AGENDA

Move to approve the consent agenda with the corrections to the minutes of January 16, 2024 and February 5, 2024 as discussed with the City Clerk.

- A. City Of Farmington Minutes
- B. Farmington Monthly Payments Report
- C. Farmington Public Safety Monthly Report
- D. Farmington Quarterly Investment Report
- E. Financial Report – Court
- F. Farmington Quarterly Financial Report
- G. Reappoint James McLaughlan to The Downtown Development Authority Board of Directors

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

5. APPROVAL OF THE REGULAR AGENDA

Move to approve the regular agenda as presented.

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

6. PRESENTATION/PUBLIC HEARINGS

6-A Michigan WWII Legacy Memorial – Debi Hollis

Debi Hollis of Michigan WWII Legacy Memorial presented council with the program “Michigan’s Historic WWII Trail” that would feature Farmington as a point of interest. The trail will tell a story of production, a local hero, event, contribution to science and industry or other effort. On November 3, 1944 the Japanese military began to launch more than 9,300 Fu-Go balloon bombs that were filled with hydrogen. About 280 balloons made it to Michigan. One hit at the home of John T. Cook near 8 Mile and Farmington Road. A proposal was made to purchase a memorial plaque showcasing the historic event. There was no action on this item at this meeting.

6-B Public Hearing: Brownfield Plan for Legion Square Planned Unit Development

Planning and Building Director Kevin Christiansen presented this agenda item. The Farmington Brownfield Redevelopment Authority adopted the Brownfield Plan for the American-Legion Groves-Wlaker Post 346 located at 31775 Grand River, Farmington MI 48335, to facilitate the clean0ip and redevelopment of the Brownfield. The property is considered an eligible property because it has been determined as functionally obsolete by a certified appraiser. The property will be redeveloped into Legion Square, a multiple-family residential luxury apartment community.

Move to open the Public Hearing at 7:42 PM.

The Public Hearing was opened, and members of the public were invited to speak. No members of the public spoke.

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

Move to close the Public Hearing at 7:42 PM.

The Public Hearing was closed.

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

7. NEW BUSINESS

7-A Consideration of Brownfield Plan for Legion Square Planned Unit Development

Move to adopt the resolution approving the provisions of a Brownfield Plan as recommended by the Farmington Brownfield Redevelopment Authority for the Redevelopment of the American-Legion Groves-Walker Post 346, Legion Square Planned Unit Development Located at 31775 Grand River, Farmington, Michigan.

*Mayor LaRussa noted the resolution language will need to be updated to reflect the correct information.

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

7-B Construction Estimate No. 7 for the 2022 Road Rehabilitation Project

This item was presented by DPW Superintendent Eudy.

Move to approve payment to Best Asphalt Incorporated, payment application No. 7 in the amount of \$36,525.00 for the 2022 Road Rehabilitation Project.

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

7-C Purchase of computers for City Administration

This item was presented by Chris Weber, Director of Finance and Administration. Microsoft is phasing out windows 10 operating system and the current workstation computers are not capable of running Windows 11 and therefore in need of replacement. Farmington Hills IT received three quotes from vendors to replace 29 of the city computers.

Move to Approve the Purchase of 29 Computers from Dell for \$22,185.

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

8. OTHER BUSINESS

None

9. PUBLIC COMMENT

No members of the public spoke.

10. CITY COUNCIL COMMENT

Mayor LaRussa noted the Council had their pictures taken and it went very well and thanked all for participating. The Mayor also thanked the City Administration for submitting their updates for the State of the Cities Address.

Mayor Pro-Tem Balk thanked the Council for scheduling the presentation meeting with DTE Energy to work with the city meeting schedule.

11. ADJOURNMENT

Move to adjourn the meeting.

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

The meeting adjourned at 7:57 p.m.

Joe LaRussa, Mayor

Meaghan K. Bachman, City Clerk

Approval Date:



City Council Meeting
7:00 p.m., Monday, March 4, 2024
Conference Room
23600 Liberty Street
Farmington, MI 48335

DRAFT

REGULAR MEETING MINUTES

A meeting of the Farmington City Council was held on March 4, 2024, at 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 7:01 PM by Mayor LaRussa.

1. ROLL CALL

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

City Administration Present

City Manager David Murphy
Public Safety Director Bob Houhanisin
City Treasurer-Finance Director Chris Weber
DDA Director Kate Knight
Public Works Superintendent Chuck Eudy
Planning & Building Director Kevin Christiansen
Building Official Jeff Bowdell
City Clerk Meaghan Bachman
City Attorney Beth Saarela

2. APPROVAL OF THE REGULAR AGENDA

Move to approve the regular agenda as presented.

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

3. PUBLIC COMMENT

Greg Cowley, resident at 23818 Wilmarthspoke regarding the ambulance service proposal on the agenda.

Ryan Cannon of 21452 Chestnut Lane, spoke regarding the ambulance service proposal on the agenda.

Sarah Davies resident at 23120 Violet Street spoke regarding to the ambulance service proposal on the agenda.

4. Consideration of Resolution Amending Social district and Defining Commons area to Include New Eligible License Holders

Kate Knight presented this agenda item. This amendment is to accommodate new businesses (Tagues Bar & Grill and Heights Brewing) to the social district (the Syndicate) and to also extend the district to reach new businesses and include new common area and connective sidewalks.

Move to approve the Third Amended Resolution Designating Social Districts containing commons areas and adopting a Management and Maintenance Plan in order to allow certain on-premises Liquor Licensees Expanded Use of Shared Areas for Consumption of Alcohol Pursuant to Public Act 124 Of 2020.

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

5. PATHWAYS COMMITTEE APPOINTMENTS

The Pathways Committee has two vacancies. City Council interviewed four candidates and the following candidates were appointed.

Move to appoint the following candidates to the Pathways Committee:

- Appoint Jamie Palmisano to the Farmington Pathways Committee for a term ending December 31, 2024.
- Appoint Heather Davies to the Farmington Pathways Committee for a term ending December 31, 2025.

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

6. DEMOLITION ORDINANCE FIRST READING

This agenda item was presented by Kevin Christiansen, Planning and Building Department Director. The Planning and Building Department is recommending an amendment to the existing City of Farmington Code of Ordinances, Chapter 7, Buildings and Building Regulations, adding a new article providing standards/regulations for building demolition. The city does not currently have a building demolition ordinance. The requested action is review of the proposed amendment and approval of the First Reading.

Move to approve the Introduction of Ordinance No. C-811-2024 Amending the City of Farmington Code of Ordinances, Chapter 7, Buildings and Building Regulations, to Add a New Article III, Demolition – FIRST READING.

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

7. MICHIGAN WWII LEGACY MEMORIAL

This item was presented by City Manager David Murphy. This item was originally presented to Council at the meeting of February 20, 2024. Debi Hollis of Michigan WWII Legacy Memorial would like the City of Farmington to participate in the Michigan Historic WWII Trail. Their goal is to have plaques throughout the state at various points of interest. On November 3, 1944 the Japanese military began to launch more than 9,300 Fu-Go ballon bombs, filled with hydrogen. About 280 ballons made it to Michigan. One hit at the home of John T. Cook near 8 Mile and Farmington Road. A proposal to purchase a memorial plaque showcasing the historic event was presented.

Move to approve the purchase of the 24 x 36 - bronze plaque at a cost of \$7,500 as recommended by the City Manager.

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

8. MEDC GRANT AGREEMENT FOR GOVERNOR WARNER MANSION

The city has been awarded a \$1,000,000.00 grant from the MEDC to make significant improvements to Warner Mansion for building repair and maintenance, sidewalk and parking infrastructure, landscaping, lead abatement, bringing water and sewer connections to the carriage house and boiler/generator upgrading. There is no local match required. The city is required to provide quarterly reports, invoices, and documentation to the MEDC. The initial payment from the MEDC to the city will be for 50% of the grant funds and shall be provided within 30 days after the grant is executed. The term of the grant ends on December 31, 2025. The city will competitively bid the work for the entire project.

Motion to approve Grant from the MEDC to fund \$1,000,000.00 of improvements to Warner Mansion.

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

9. GLWA SETTLEMENT & RELEASE AGREEMENT AND RESOLUTION

Motion to accept the proposed Settlement and Release agreement between the City of Farmington and Great Lakes Water Authority and approve the resolution certifying the approval of the Settlement and Release agreement for the claim of damage to the City of Farmington water distribution system as a result of the temporary operation of the GLWA water transmission system.

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

10. AMBULANCE SERVICE PROPOSAL

Public Safety Director Bob Houhanisin presented this agenda item. The Director proposed a motion that would enter into an agreement with Huron Valley Ambulance to provide 24/7/365 Advanced Life Support services for the city. It was proposed to go with Option A, which requires a response time of 12 minutes for 90% of priority one service with a zero annual cost to the City of Farmington.

The current EMS service provider, Superior Ambulance, will no longer provide ALS services without subsidy and therefore Director Houhanisin requested proposals from other providers. The Director received from Huron Valley, Star EMS, MEDstar EMS, Superior Ambulance Service, and the Farmington Hills Fire Department. City Council discussed options, locations of fleet, cost, and voiced concerns regarding response times with the proposals. No action was taken at this meeting and council scheduled a special meeting for March 11, 2024 to finalize the decision.

11. OTHER BUSINESS

Councilmember Taylor presented a proclamation to Council marking the 200th Anniversary of Farmington's Founding in 1824. City Council proclaimed March 8, 2024 a Bicentennial Day of Jubilee, and invited residents to engage in festivities befitting the historic anniversary.

Motion to approve the Proclamation presented by Councilmember Taylor marking the 200th Anniversary of Farmington's Founding.

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

12. PUBLIC COMMENT

Ryan Cannon resident at 21452 Chestnut Lane spoke regarding the Ambulance Services Proposals.

Ms. Mosby of Senator Mary Cavanagh's Office was present at the meeting and introduced herself to Council.

13. CITY COUNCIL COMMENT

Mayor Pro-Tem Balk noted she respects all the comments from the public with the ambulance service discussion and is not taken lightly. She noted the council is trying to do the best they can for the community with the resources given.

Mayor LaRussa noted the decision that will be made regarding ambulance services is not an easy one. He noted the Council will need to get the facts and have discussions to make the proper decisions. The Mayor presented City Council with an end of year update regarding DTE Energy and the outage status. Mayor LaRussa noted the upcoming SEMCOG events and encouraged all to attend.

14. ADJOURNMENT

Move to adjourn the meeting.

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

The meeting adjourned at 8:52 p.m.

Joe LaRussa, Mayor

Meaghan K. Bachman, City Clerk

Approval Date:

CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

MONTH OF FEBRUARY 2024

FUND #	FUND NAME	AMOUNT:
101	GENERAL FUND	\$ 306,538.51
202	MAJOR STREET FUND	\$ 35,359.16
203	LOCAL STREET FUND	\$ 26,502.75
204	MUNICIPAL STREET FUND	\$ 12.47
247	CAPITAL IMPROVEMENT FUND	\$ 2.44
285	AMERICAN RESCUE ACT	\$ 7,907.23
401	CAPITAL IMPROVEMENT MILLAGE	\$ 2,043.40
592	WATER & SEWER FUND	\$ 189,166.80
595	FARMINGTON COMMUNITY THEATER FUND	\$ 28,463.12
640	DPW EQUIPMENT REVOLVING FUND	\$ 20,093.91
701	AGENCY FUND	\$ 2,333.00
703	CURRENT TAX COLLECTION FUND	\$ 1,818.80
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 28,465.57
	TOTAL CITY PAYMENTS ISSUED:	\$ 648,707.16
136	47TH DISTRICT COURT FUND	\$ 182,313.33
243	BROWNFIELD REDEVELOP AUTHORITY	\$ 0.00
244	CORRIDOR IMPROVEMENT AUTHORITY FUND	\$ 3,074.04
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 37,990.75
	TOTAL OTHER ENTITIES PAYMENTS ISSUED:	\$ 223,378.12
	TOTAL PAYMENTS ISSUED	\$ 872,085.28

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

CITY OF FARMINGTON - ACH PAYMENTS REPORT

MONTH OF FEBRUARY 2024

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
Agency Tax	Farmington Public Schools	Tax Payment #18	183,416.13
Agency Tax	Oakland County	Tax Payment #18	40,739.00
Agency Tax	Farmington Comm. Library	Tax Payment #18	10,552.68
Agency Tax	Farmington Public Schools	Tax Payment #19	262,388.38
Agency Tax	Oakland County	Tax Payment #19	55,352.52
Agency Tax	Farmington Comm. Library	Tax Payment #19	15,529.85
Agency Tax	Farmington Public Schools	Tax Payment #20	206,256.92
Agency Tax	Oakland County	Tax Payment #20	48,727.85
Agency Tax	Farmington Comm. Library	Tax Payment #20	14,409.13
Agency Tax	Farmington Public Schools	Tax Payment #21	275,292.93
Agency Tax	Oakland County	Tax Payment #21	73,290.24
Agency Tax	Farmington Comm. Library	Tax Payment #21	20,167.25
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	383,197.50
General Fund	Federal Gov't	W/H & FICA Payroll	85,849.19
General Fund	MERS	January Transfer	98,237.95
General Fund	MERS HCSP	January Transfer	6,294.22
General Fund	MERS	457 Plans - City & Dept. Head	19,121.59
General Fund	Total Administrative Services Corp.	Flexible Spending Accounts	2,768.66
TOTAL CITY ACH TRANSFERS			1,801,591.99
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	105,389.12
Court Fund	Federal Gov't	W/H & FICA Payroll	35,439.91
Court Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,914.56
Court Fund	ICMA	Health Savings/401 Accounts	7,860.27
TOTAL OTHER ENTITIES ACH TRANSFERS			150,603.86



Farmington Public Safety Department

Public Safety Director Bob Houhanisin

February 2024 Public Safety Incidents

Weapons Offense

On 02/04/2024, at approximately 11:40 PM, an officer conducted a traffic stop on a vehicle for traveling the wrong way on a one-way street near Grand River and Farmington Rd. The driver of the vehicle was found to have a suspended MI driver's license and active warrants with the Farmington Hills Police Department. He was turned over to a Farmington Hills police officer. Two female passengers in the vehicle were discovered to be in possession of loaded pistols while intoxicated. Both had valid CPLs. The passengers were cited for carrying pistols while intoxicated and were then released from the scene.

Fraud

On 02/03/2024, at approximately 12:45 PM, officers were dispatched to a residence on the 23000 block of Farmington Rd for a fraud report. Once on scene, officers learned that an adult brother was accusing his adult sister of stealing \$36,000 in Bitcoin from him. Officers were able to review his transaction history and discovered that he never had \$36,000 in his account and therefore never lost \$36,000. Furthermore, the brother stated he had dozens of fraudulent transactions across several online gambling websites. These transactions showed hundreds of dollars being deposited to his account and several hundred dollars being withdrawn from his account. The brother denied making any of the transactions. The brother was instructed to contact his bank and to discontinue using the gambling sites because his accounts appeared to have been hacked. The case is open pending further investigation.

Customer Trouble/Trespassing Advised

On 02/09/2024, at approximately 7:45 PM, officers were dispatched to a restaurant on the 30000 block of Grand River for a report of a customer who was angry about her order being incorrect. Upon arrival, officers spoke with the customer in the parking lot who was upset because the restaurant got her order wrong but refused to give her a refund. Officers were able to speak with restaurant staff who agreed to give the customer a refund. However, they did not want the customer to return to the restaurant. The customer was advised that she could not return to the restaurant, or she would be arrested for trespassing. She agreed and left the scene.

Disorderly Conduct

On 02/09/2024, at approximately 12:45 PM, officers were dispatched to the area of Yoder and Orchard St for a report of a male subject who had been seen urinating on a bench. Once in the area, officers located the subject and stopped him for questioning. The subject denied the allegations but based on physical descriptions of the subject provided by witnesses and the fact that officers located a large wet spot on the sidewalk near the bench in question, the subject was cited for disorderly conduct – urinating in public. He was then driven home by officers.

Felonious Assault

02/13/2024 at approximately 11:00 a.m. officers were dispatched to the area of Grand River and Halsted for a fight in progress. Officers arrived and found a male and a female in a verbal argument that stemmed from a road rage argument on M5. Officers conducted an investigation on scene and through statements obtained by witnesses determined that the 29-year-old female had obtained a box cutter



and swung it at the male in an attempt to injure him. The female was placed under arrest for felonious assault and lodged for arraignment. The victim did not suffer any injuries and was able to leave from the scene. The case was forwarded on to the Oakland County Prosecutors Officer for a warrant request.

Fraud by Wire

On February 17, 2024, at approximately 2:00 p.m. officers took a front desk report of Fraud. The victim reported to have received a notification from Microsoft indicating that immediate action needed to be taken. The victim called the number provided from the notification. The victim noticed that the person from Microsoft took control of his computer and demanded money. The victim provided his credit card and debit card information over the phone. The victim became suspicious and terminated the phone call. The suspect is unknown currently. The victim reported the incident to his financial institutions. The case has been forwarded on to the detective bureau for investigation.

Vehicle Theft – UDAA (Unlawfully Driving Away an Auto)

On 02/25/2024, at approximately 4:30 PM, a Farmington resident came to the front desk of this department to report that his pickup truck had been stolen. He explained that he lived on the 31000 block of Lamar. His truck was parked in the street in front of his house. He was able to determine via a neighbor's security camera that the truck was taken at 3:00 AM on 02/23/2024. The camera did not show any suspect identity. The truck was described as a black 2008 Dodge Dakota. The resident stated the truck was unlocked with the keys in the center console at the time of the theft. The case was turned over to the detective bureau for further investigation.

Damage to Property – Business Property – MDOP (Malicious Destruction of Property)

On 02/22/2024, at approximately 1:30 PM, a citizen came to the front desk of this department to report that a subject was in the process of vandalizing a business in the area of Farmington Rd and State St. This department was already aware of two previous incidents of similar vandalism to the same business (graffiti on an exterior wall). The subject was described as male, wearing a jacket, with long hair, wearing headphones, and riding a lime green bicycle. Officers canvassed the area but were unable to locate the subject. A postal worker informed an officer that they saw the subject enter a business next to the one that was vandalized. That business was checked but the subject was not located. The owner of the building agreed to provide security footage. The investigation is ongoing.

Unauthorized Driving Away of Auto (UDAA)

On February 28, 2024, at 7:00 PM officers responded to the 34000 block of 9 mile for a report of a stolen vehicle. The victim reported that between 7:00 p.m. on 02/27/24 and 10:00 a.m. on 02/28/2024 a Chevrolet Silverado and a U-Dump trailer were stolen. Additionally, another Silverado had been found with the door open and ignition broken. Security cameras were reviewed, however they showed nothing of evidentiary value. Currently there is no suspect description, and the case has been forwarded to the detective bureau.



CALL TYPE & QUANTITY

TOTAL CALLS	TRAFFIC STOPS	MEDICALS	FIRE CALLS	CRASHES
791	341	35	9	17

OWI	OUID	DWLS	WARRANT	FELONY
5	1	9	18	3



Farmington City Council Staff Report	Council Meeting Date: March 18, 2024	Item Number 4D
Submitted by: Melissa Andrade, Assistant to the City Manager		
Agenda Topic: Special Event Application – Memorial Day Parade		
Proposed Motion: NA: consent agenda, annual event		
<p>Background: Grover Walker Post 346 and the Farmington Xemplar Club organize the annual Memorial Day Parade on Grand River through the City of Farmington. This year’s parade is scheduled to be on May 27, 2024. Parade step-off is 10 a.m.</p> <p>The parade will run as it has every year in the past.</p>		
Materials: Application		



CITY USE ONLY

Approval Needed:

- City Manager
- City Council

- Approved
- Denied

City of Farmington Special Event Application

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

Sponsoring Organization's Name GROVES WALKER POST 346 & XEMPLAR CLUB

Organization Phone: 248-478-9174

Organization Address (to be updated) 31775 Grand River Ave

Organization's Agent: MARYA DAVIS Phone: 248-417-2222

Agent's Title: COMMANDER E-mail: COMMANNERPOST346@GMAIL.COM

Agent's Address: 30105 W 10 MILE RD, FARMINGTON HILLS

Event Name: MEMORIAL DAY PARADE & CEREMONY

Event Purpose: MEMORIAL DAY

Event Dates: MONDAY MAY 27, 2024

Event Times: 8 AM - 1 PM

Event Location: GRAND RIVER AVE, MOONEY ST TO OAKLAND ST

Number of People Expected: HUNDREDS

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

City Operated Event

Co-sponsored Event

Private Event
Prohibited in Riley Park

Non-Profit Event

For-Profit Event

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

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

If yes, refer to Policy Section 13 for license and insurance requirements.

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

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

() I have invited local businesses to participate.

Those invited include: _____

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

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

MOONEY STREET STAGING B4 PARADE & OAKLAND STREET NORTH OF MEMORIAL PARK FOR WAGON OF VETERANS

6. **Other Requests:**
PUBLIC SAFETY TO FORWARD/COORDINATE SHUT DOWN WITH AUTHORITIES

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

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

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

Banner Length

Width



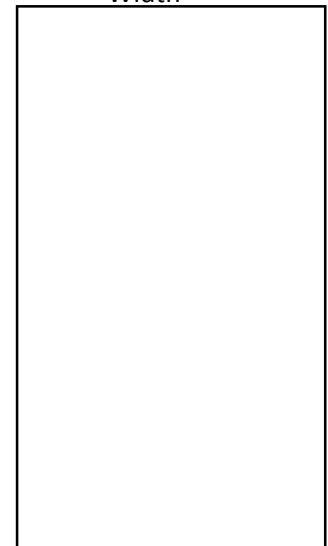
Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet

Width

Height

Write copy of sign in the box.



8. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:
- a. For public events, a certificate of insurance must be provided which names the city of Farmington as an additional named insured party on the policy. (see Policy Section 10 for insurance requirements)
 - b. Event sponsors and participants will be required to sign Indemnification Agreement forms. (refer to Policy Section 12)
 - c. If the event includes solicitation by workers standing in street intersections, the required safety precautions will be maintained at all times in accordance with the Department of Public Safety. (see Policy Section 11)
 - d. All food vendors must be approved by the Oakland County Health Department, and each food and/or other vendor must provide the city with a certificate of insurance which names the city of Farmington as an additional named insured party on the policy. (see Policy Section 13)
 - e. The approval of this special event may include additional requirements and/or limitations based on the city's review of this application, in accordance with the city's special event policy. The event will be operated in conformance with the written confirmation of approval. (see Policy Sections 11 and 16)
 - f. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the city and will promptly pay any billing for city services which may be rendered, pursuant to Policy Sections 3 and 4.

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

2/21/2024

Date



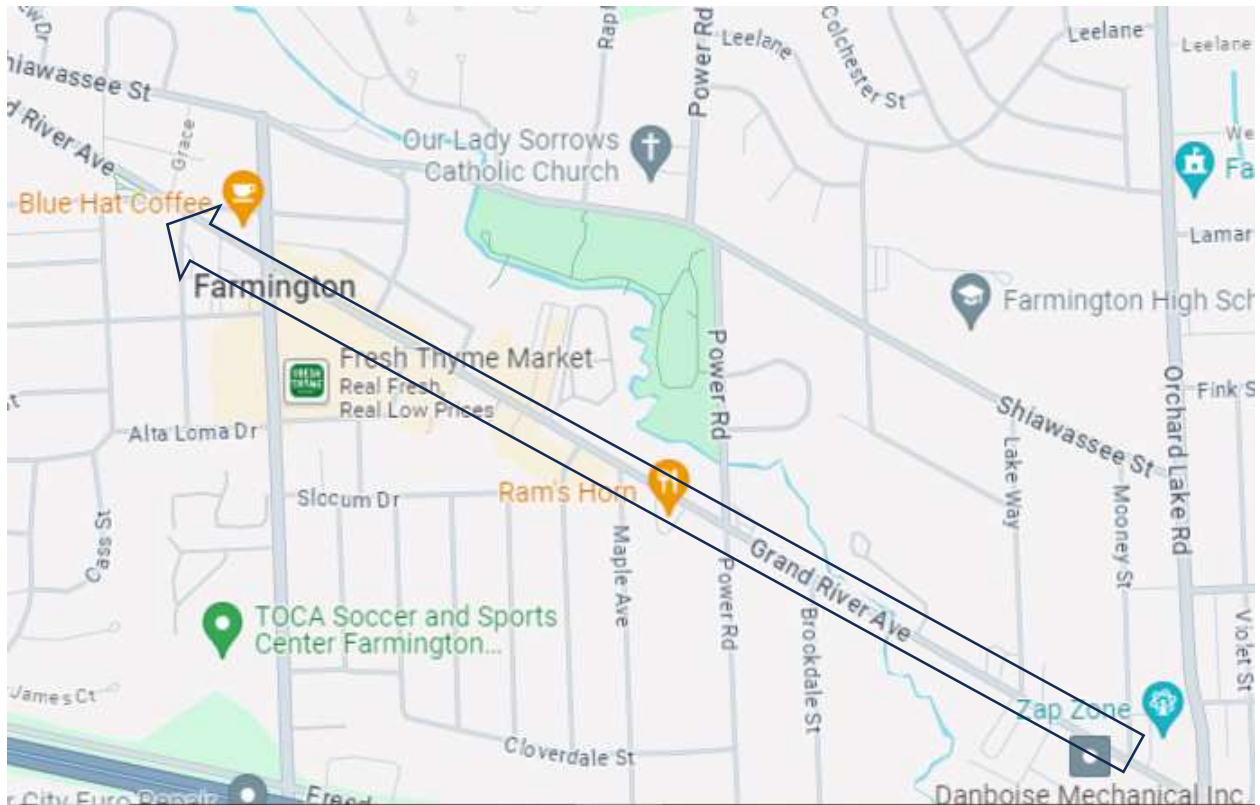
Signature of Sponsoring Organization's Agent

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

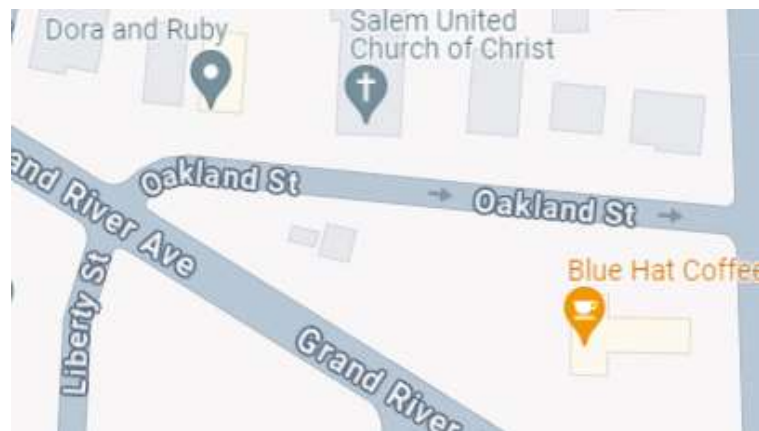
City Manager's Office
23600 Liberty Street
Farmington, MI 48336

Phone: 248-474-5500, ext. 2221

MAY 27TH MEMORIAL DAY PARADE ROUTE-GRAND RIVER AVE FROM MOONEY ST TO OAKLAND ST



RESERVED PARKING ALONG OAKLAND STREET FOR WAGON AND OTHER CARS FOR VETERANS



STAGING OF PARADE PARTICIPANTS ALONG MOONEY STREET



CEREMONY @MEMORIAL PARK IMMEDIATELY FOLLOWING PARADE



Farmington City Council Staff Report	Council Meeting Date: March 18, 2024	Item Number 6A
Submitted by: Melissa Andrade, Assistant to the City Manager		
Agenda Topic: TextMyGov		
Proposed Motion: Move to approve the proposal and agreement with TextMyGov in the amount of \$8,250 this fiscal year; and \$5,500 annually for the next three years.		
<p>Background:</p> <p>TextMyGov is a texting application (app) specifically designed for municipalities to communicate with residents.</p> <p>The proposed texting app will serve as a direct line for residents to receive important updates, alerts, emergency notifications, and information on local events directly from the City. Residents will have the ability to select what updates they receive – maybe they want to only know about the Farmers Market. The goal is to have this replace Nixle in one year. This will allow enough time to migrate current Nixle users.</p> <p>This app also enables residents to send a text to the City and receive an automated response. For example, a resident can text “What is my voting precinct?” and the system will be designed to deliver a response; in this case, directing them to the farmgov.com page that has the precinct map. After discussions with department heads, the decision was made to roll this out slowly: first for events and election information. It was decided not to use this as a means for residents to report problems at this time.</p> <p>TextMyGov is only a texting application. It does not include emails; however, they are currently working to add this feature.</p> <p>The city attorney’s office worked at length with us on this contract.</p> <p>TextMyGov will enhance of our communication with the community. Your support in this initiative will be a significant step forward in our continuous efforts to build a connected, informed, and participatory city.</p>		
Materials: TextMyGov brief, TextMyGov proposal		

The background features a white space on the left and a large green triangle on the right. A black triangle is positioned at the bottom, overlapping the white space. A white diagonal line separates the green triangle from the black triangle. A vertical green bar is on the far left edge.

TextMyGov

The City of Farmington, MI

WHY **TEXTMYGOV**

The most efficient way to communicate with your citizen is via text. No app, no email, no sign up required.

Our two-way smart response allows citizens to ask questions, and report issues all from their cell phone.

Customize your notifications/alerts based on groups, departments, or physical location.



 Receive Alerts

 Request Information

 Report Issues

TEXTMYGOV FOR THE CITY OF FARMINGTON, MI

Every agency uses textmygov a little bit differently. Here are some **KEY** features that would best help The City of Farmington.



Key Features



- **The City of Farmington - General Alerts/Notifications.** TextMyGov allows you to send notifications/alerts for general notices. *Discussing during our meetings it could be valuable for things like sewer maintenance notices, Taxes, Elections and Road Construction.*
- **The City of Farmington- Reporting/work requests.** TextMyGov allows citizens in the City of Farmington to report issues directly from their phone. Using our “Key Words” smart texting we can identify what kind of issue and what department to send the work request too.
- **The City of Farmington- Request information.** Using Key Words, citizens can text in a question like “how do I register to vote” and get directed to the cities website page that reviews how to register to vote. *This will help reduce call volume during those busy election years.*
- **The City of Farmington- Map location alerts.** With our Map Feature, you can select a certain area in the city to send specific alerts to. Such as “Waterline breaks” or “power outages”

WHY TEXTMYGOV?



No Download Needed

- Citizens don't need to download an app, or subscribe to an email service. If they have a cell phone they have access to alerts/notifications.



Dedicated Account Management

- Every account has a Dedicated Account Manager who will help set up your entire account. We specifically work with local governments so they will be able to provide suggestions on best practices and ideas on how you can maximize the service.



Unlimited Training

- Your account manager will provide unlimited training for staff. We know that departments can turn over, so we are here to help train new staff, new departments, or even just a refresher.

Try it Out!

Text “Hi” to 435-265-4446 to how the interactive texting feature works

WWW.TEXTMYGOV.COM



TextMyGov

PROPOSAL

DATE: 01/08/2024

PREPARED FOR:
City of Farmington
23600 Liberty St Ste 2, Farmington, MI 48335-
3572, United States (Customer)

PREPARED BY:
Haley Manning | Account Executive
TextMyGov

INTRODUCTION TO TEXTMYGOV

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, 97% of smartphone owners text regularly. The technology analysts at Compuware reported that 80 to 90% of all downloaded apps are only used once and then eventually deleted by users.

TEXTMYGOV SOLUTION

Summary for: City of Farmington

Feature	Solution
<i>Find Information</i>	<ul style="list-style-type: none">TextMyGov allows citizens to find information using our smart texting solutions. Citizens can ask questions via text messaging and TextMyGov will look for key words to send back answers or links.Allow citizens to find links to forms such as the official complaint form found on your website.
<i>Report Issues</i>	<ul style="list-style-type: none">Citizens can report issues, such as potholes, stray animals or water leaks by simply texting from their personal phone. From there TextMyGov will automatically engage with the citizen to gather more information and send it to the correct department.Citizens can report non-emergency responses via text. TextMyGov will identify what type of report it is and automatically send an alert to the correct department
<i>Send Alerts/Notifications</i>	<ul style="list-style-type: none">Send alerts/notifications from emergencies to events. Municipalities using TextMyGov can send their citizens alerts or notifications with a few clicks.Can send alerts/notifications to poll worksPoll workers training notificationsIPAWS notifications for emergencies only. This uses cell towers to send a notification directly on smart phones within a designated area.
<i>Demo Recording</i>	<ul style="list-style-type: none">TextMyGov Demonstration Recording Farmington, MI

COST BREAKDOWN

This quote represents a subscription to TextMyGov with an initial TERM of three years. The agreement is set to be automatically renewed after the initial TERM unless either party provides a 60-day notice of termination after the three-year term. Support and services fees may increase in subsequent years but will increase no more than 5% per year. See below for the package price and other details.

The terms and conditions attached as Exhibit A are incorporated into this agreement and are an amendment to the standard terms available on <http://www.textmygov.com/terms>. The Terms in Exhibit A supersede and replace the click through terms which will not apply to customer.

Package Details	Price	Billing	
TextMyGov: <ul style="list-style-type: none"> • TextMyGov web-based software • Local phone number • IPAWS • Database import • Short code number (outgoing messages) • Unlimited users & departments • Unlimited support for every user • 10 GB manage online data storage • 75,000 Text messages per year 	\$5,500	Annual	
	Implementation/Setup Fee	\$2,750	One Time
	First year total	\$8,250	Year one
	Total recurring	\$5,500	Annual

TERMS

- This is a **Three-Year** term.
- After the initial Three-Year, the agreement will revert to year-to-year. Unless terminated by either party.
- The agreement may be terminated by either party for convenience upon providing a 60-day written notice of termination after the initial three-year term has expired.
- Customer is required to put TextMyGov widget on agency's website
- This proposal is valid for 30-days
- **Customer is required to provide a copy of W-9**

Additional Services* Customer shall not be charged for these additional services, unless requested by Customer in writing.

Additional Services	Price	Billing
Enhanced Media & Care Package <ul style="list-style-type: none"> Marketing material and expert implementation to promote and optimize TextMyGov, see us here for additional information: Enhance Media Package 	Price is based on population- See Account Executive for details.	Annual
Additional Storage <ul style="list-style-type: none"> 100 GB of additional storage. 	\$250 per unit	Annual
Additional Text Messages <ul style="list-style-type: none"> 25,000 50,000 100,000 	\$300 \$550 \$750	Annual
Database <ul style="list-style-type: none"> Database of your local residence to improve citizen engagement Database might have been quoted in the original quote. See your package breakdown for details 	Price is based on population. See Account Executive for details.	

IMPLEMENTATION

GETTING STARTED

After the execution of the basic service agreement, a project manager will be assigned to assist the customer through implementation. A local phone number will be obtained for use with TextMyGov.

CONFIGURATION

The project manager will work with the customer to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

MEDIA KIT

Advertising materials will be provided to the customer, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

Unlimited Training and Support

After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am5pm MST.

AGREEMENT CONFIRMATION



We need two contacts for implementation. A cell phone is required for implementation. We also need the best contact for installing the widget on your agency's website

Implementation Contact 1

Name

Title

Email

Office Phone

Cell Phone

Implementation Contact 2

Name

Title

Email

Office Phone

Cell Phone

Billing Contact

Name

Title

Email

Office Phone

Address

W-9

Please attach W-9 in a separate email.

Agreement Signature

Name

Title

Date

Signature

Widget Contact

Name

Title

Email

Office Phone

**This person is responsible for placing the TextMyGov widget (see options- [TextMyGov | Widget Link](#)) on the agency's website within 60 days of the agreement signature. The TextMyGov widget will remain on the agency's website for the duration of the agreement. If the widget is not placed on the City/County website within 60 days, the Agency agrees to pay an additional \$1,000 towards setup costs (this is to cover TextMyGov's time).*

TWILIO CONTACT

Twilio Authorized Contact 1

Name

Title

Email

Office Phone

Business Title:

Twilio Authorized Contact 1

Name

Title

Email

Office Phone

Business Title:

I confirm that my nominated authorized representatives agree to be contacted by Twilio.

**Twilio contact can be the same as the implementation contact. Twilio requires us to have two authorized contacts. They rarely reach out, but if there are any support questions, they require these contacts. **

This Terms of Access Agreement (“Agreement”) is made between Text My Gov Inc. (“TextMyGov”) and the City of Farmington, 23600 Liberty Street, Farmington Hills, Michigan 48335 (“User”). The following terms will supersede and replace the Click through terms for all use by the User City of Farmington.

1. TextMyGov Service(s)

TextMyGov allows “User” to utilize smart texting technology to ask questions, get immediate responses, find links to information, search a website, address problems, report any issues and uploads photos, store information, report information, and manage the processes. Referred in this Agreements as (“Services”)

2. Descriptions and Requirements

a. Description. The Services is proprietary to TextMyGov and is protected by copyright laws, intellectual property laws and international intellectual property treaties. User access to the Services is licensed and not purchased. TextMyGov agrees to provide you with User access to the Service(s), consisting of access to an Internet application(s), Services and storage space for the sole purpose of citizen engagement and communications, subject to the terms and limitations set forth in this Agreement.

b. Accessibility. TextMyGov will do everything, within reason, to assure you continuous access to the Services. You agree that from time to time the Services may be momentarily inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that TextMyGov may undertake from time to time; or (iii) causes beyond the control of TextMyGov or that are not reasonably foreseeable by TextMyGov.

c. Data Storage and Management. You hereby accept full responsibility for the accuracy of the data input, uploaded or converted, without limitations, regardless of the source. TextMyGov will store and provide secure access to the data used as part of the Services. In accordance with accessibility terms, the TextMyGov provides restricted access to some Services including but not limited to reporting, setup, configuration, data exporting and admin functions. TextMyGov will manage the data in a secure environment and routinely backup the data to prevent any major loss of data. You agree that TextMyGov is not responsible for loss of information for any reason, including, without limitation: (i) file transfers, (ii) Internet uploads/downloads; or (iii) Secure Internet File Text Transfer Protocol (FTTP). If the Customer receives a Freedom of Information Act request for the data, TextMyGov shall provide the data to City within 10 business days of receiving the request for the data.

3. Representations and Warranties

You represent and warrant to TextMyGov that: (a) you have the power and authority to enter into and perform your obligations under this Agreement; (b) you shall comply with all terms and conditions of this Agreement, including, without limitation, the Acceptable Use Policy set forth at Section 4; and (c) you have provided accurate and complete registration information, including, without limitation, your legal name, address and telephone number, agency you work for, e-mail address, contact information or person responsible for the account.

4. Acceptable Use Policy

You are solely responsible for any and all acts and omissions that occur under your account or password, and you agree not to engage in unacceptable use of the Service, which includes, without limitation: (a) editing or deleting important information used by you or other users in your organization, (b) providing access to the Services to anyone that does not have an authorized password; (c) accessing information not provided, disseminate or transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person or TextMyGov; (d) creating a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication; (e) exporting, re-exporting or permitting downloads of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses or exemptions; (f) interfering, disrupting or attempting to gain unauthorized access to other accounts on the Services or any other computer network; (g) disseminating or transmitting viruses, trojan horses or any other malicious code or program; or (h) engaging in any other activity deemed by TextMyGov to be in conflict with the purpose or intent of this Agreement. However, the requirements in this Section do not apply to the text messages sent by constituents/citizens of User.

5. Limitations

a. Security. You are solely responsible for the security and integrity of all messages and the content that you send, transmit through or store on the Services. You agree to keep confidential information received by you through the Services, that is considered confidential personal

information by law, such as social security numbers or medical information. Notwithstanding the foregoing, User shall not be responsible if a text sender that is a citizen/constituent of User does not keep a text confidential or sends a fraudulent text message. You are solely responsible for any authorized or unauthorized access to your account by any person. You agree to bear all responsibility for the confidentiality of your password and all use or charges incurred from use of the Services with your password.

b. Privacy. It is the policy of TextMyGov to respect your privacy. TextMyGov will not monitor, edit, or disclose any personal information about you or your account, including its contents, without your prior consent unless TextMyGov has a good faith belief that such action is necessary to: (i) comply with legal process or other legal requirements of any authority; (ii) protect and defend the rights or property of TextMyGov; (iii) enforce this Agreement; or (iv) protect the interests of users of the Services other than you. Your IP address or cell phone number is transmitted and recorded with each message you send from the Services. TextMyGov will not provide information in aggregate form collected from and relating to you or to third persons such as advertisers.

6. Termination

This Agreement is effective upon your acceptance as set forth herein and shall continue in full force until terminated. After the initial term (number of years) of the purchase agreement. You may terminate this Agreement for any reason upon 60 days prior written notice to: Text My Gov, PO Box 3784, Logan, Utah 84323.

TextMyGov reserves the right, in its sole discretion and without notice, at any time and for any reason, to: (a) remove or disable access to all or any portion of the Service; (b) suspend access to or use of all or any portion of the Services; and (c) terminate this Agreement.

7. Disclaimer of Warranties

THE SERVICES IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. TEXTMYGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES TEXTMYGOV MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICE. TEXTMYGOV MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SERVICE.

8. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL TEXTMYGOV BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT. YOUR SOLE

AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SERVICES AND TERMINATE THIS AGREEMENT.

9. Liability

You agree to be responsible for the actions of your officers, employees and agents acting within the scope of their employment and shall advise them of the requirements of this Agreement, including the prohibition on sending libelous, slanderous or indecent statements concerning a person. This is not intended to waive governmental immunity.

10. Miscellaneous

- a. Independent Contractors. The parties and their respective personnel, are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.
- b. Amendment. TextMyGov shall have the right, at any time and without notice, to add to or modify the Terms of this Agreement, simply by delivering such amended terms to User by requiring acceptance during login. User access to or use of the Services after the date such amended terms are delivered to User shall be deemed to constitute acceptance of such amended terms, unless User notifies TextMyGov within 10 days of receiving the amended terms that it does not accept the amended terms. If User does not accept the amended terms, it may provide 60 days' notice of its termination of the Agreement.
- c. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.
- d. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.
- e. Notice. All notices shall be in writing and shall be deemed to be delivered when sent by first-class mail, postage prepaid, or when sent by facsimile or e-mail to either parties' last known post office, facsimile or e-mail address, respectively. User hereby consents to notice by email. All notices shall be directed to the parties at the respective addresses given above or to such other address as either party may, from time to time, provide to the other party.
- f. Attorney's Fees. If any action in law or in equity is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable fees of attorneys, accountants, and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

g. Headings. The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

h. Force Majeure. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

i. Survival. The terms and provisions of Sections 2, 3, 4, 5, 7, 8, 9 and 10 shall survive any termination or expiration of this Agreement.

j. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Services and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Service.

USER HAS READ, UNDERSTANDS AND AGREES TO THE TERMS & CONDITIONS OF THIS AGREEMENT.

Farmington City Council Staff Report	Council Meeting Date: March 18, 2024	Item Number 6B
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Street Crack sealing/Overband RFP		
Proposed Motion: Move to award Fiscal Year 2024/25 Annual Crack Sealing/Overband contract to Wolverine Sealcoating per the RFP - pending City Council approval the Fiscal Year 2024/25 budget - and allow City Administration to execute the contract in the amount of \$45,000, subject to any minor amendments to the final form of the City Manager's office and the City Attorney's office.		
Background: City Administration and Orchard Hiltz & McCliment (OHM) has developed a 4-year rotating pavement crack sealing/over band schedule for major and local street within the community. This is the second year the City of Farmington has participated with several other like sized communities to solicit the RFP for those services. The City of Wixom established and coordinated the RFP and has recommended to award the RFP to Wolverine Sealcoating located at 3235 County Farm Road, Jackson Michigan 49201. City Administration has requested \$50,000 to be allocate in the Fiscal Year 2024/25 budget to conduct the crack sealing/over banding. \$45,000 is reserved for the crack sealing portion of this RFP, \$5,000 is reserved for OHM to conduct inspections and supply payment applications of the crack sealing project. Unit pricing for the crack sealing this year is \$1.16 per pound, compared to \$1.17 per pound last Fiscal Year. Wolverine Sealcoating could begin the project after July 1, 2024, which City Council will have approved the proposed budget prior to July 1, 2024. .		
Materials: Crack sealing/Sealcoating Bids City of Wixom Agenda March 12, 2024 Areas completed map Areas not completed map		

CITY OF WIXOM BID SUMMARY SHEET



Crack Seal

DATE & TIME: March 5, 2024 - 9:30 a.m.

NAME OF BIDDER	BID AMOUNT
K+B Asphalt	\$ 1.20 per pound
True North Asphalt	\$ 3.20 per pound / Sealcoating .10¢ sq. ft.
Scodeller Construction	\$ 1.35 per pound
Wolverine Sealcoating	\$ 1.16 per pound / Seal Coat .095 sq. ft.



City of Wixom
City Clerk
49045 Pontiac Trail
Wixom, MI 48393
REQUEST FOR PROPOSAL

**OVERBAND CRACK SEALING/ SEAL COATING 2024 FOR
CITY OF WIXOM, CITY OF FARMINGTON, CITY OF FENTON, VILLAGE OF MILFORD,
BLOOMFIELD TOWNSHIP AND THE CITY OF BRIGHTON**

Deadline: March 5, 2024

Proposals will be accepted by the City Clerk, City of Wixom, 49045 Pontiac Trail, Wixom, MI 48393 until 9:30 am on March 5, 2024.

The City of Wixom is participating agency in the Michigan Inter-Governmental Trade Network (MITN). Interested vendors are encouraged to register with MITN at www.bidnetdirect.com to view Bid/RFP announcements and/or specifications for this and all open Bids and RFPs for The CITY OF WIXOM, CITY OF FARMINGTON, CITY OF FENTON, VILLAGE OF MILFORD, BLOOMFIELD TOWNSHIP AND THE CITY OF BRIGHTON. These bid specifications will be posted by February 14, 2024, on the MITN network.

Two (2) copies of sealed proposals and one (1) electronic copy (thumb drive) must be received at the City of Wixom - City Clerk's Office, 49045 Pontiac Trail, Wixom, Michigan 48393 no later than **9:30 am on Wednesday, March 5, 2024**. Proposals must be clearly marked "**Overband Crack Sealing/ Seal Coating 2024.**" All questions regarding this Request for Proposals shall be directed to:

City of Wixom – Director of Public Works, Tim Sikma, at 248-624-0141
Monday through Thursday (8 am - 4 pm)

City of Farmington – DPW Superintendent, Chuck Eudy, at 248-473-7250
Monday through Friday (8:30 am – 4:30 pm)

City of Fenton – Director of Public Works, Daniel Brisson, at 810-629-2261
Monday through Friday (7 am – 3:30 pm)

Village of Milford – Director of Public Services, Mike Karll, at 248-685-3055
Monday through Thursday (7 am – 4:30 pm), Friday (7-11 am)

Bloomfield Township – Road Foreman, Duane Poole, at 248-594-2800
Monday through Thursday (7 am – 5:30 pm)

City of Brighton – Director of Public Services, Marcel Goch, at 810-225-8001
Monday through Friday (8 am – 4 pm)

The CITY OF WIXOM, CITY OF FARMINGTON, CITY OF FENTON, VILLAGE OF MILFORD, BLOOMFIELD TOWNSHIP AND THE CITY OF BRIGHTON reserve the right to reject all Bids in their sole discretions separately. The CITY OF WIXOM, CITY OF FARMINGTON, CITY OF FENTON, VILLAGE OF MILFORD, BLOOMFIELD TOWNSHIP AND THE CITY OF BRIGHTON reserve the right to reject any Bid which is not submitted on and/or supported by a bill of materials. Each municipality reserves the right to reject any and all Bids in whole, or in part, and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the Municipality served.

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REQUEST FOR PROPOSAL

Introduction: **The CITY OF WIXOM, CITY OF FARMINGTON, CITY OF FENTON, VILLAGE OF MILFORD, BLOOMFIELD TOWNSHIP AND THE CITY OF BRIGHTON**, (hereafter referred to as “**Municipalities**”) are seeking proposals for Crack Sealing/ Seal Coating Services. The Overband Crack Sealing/ Seal Coating is to consist of Crack Sealing/ Seal Coating on each of the major and local roads of each community, as well as other areas as determined by the Municipalities.

At any time prior to the specified time and date set for the proposal submission, a bidder may withdraw their proposal. Any proposal modification must be in writing, executed by the authorized person and submitted prior to the final submission due date. Proposals received after the submission deadline may be considered only if no other proposals are received by the deadline. The Municipalities reserve the right to disqualify any bidder on the basis of any real or apparent conflict of interest that is disclosed in the proposal submitted or at any time to the Municipalities, at the sole discretion of the Municipalities.

The specifications provided by the successful Bidder shall meet or exceed all requirements described in this RFP and any additional Bid documents provided by the municipality.

SECTION 1 INVITATION TO BID

- A. **BID ACCEPTANCE.** The Municipalities will accept sealed responses ("Bids") to this Request for Proposals (RFP) for Overband Crack Sealing/ Seal Coating which complies with the Invitation to Bid, Bidder Instructions, General Conditions, Scope of Work, Timeline Requirements, Awarded Contract Requirements, Products and Services Specifications, and System Documentation & Warranty set forth below and submitted to the City of Wixom at the following address:

City of Wixom
Attention: Clerk's Office
49045 Pontiac Trail
Wixom, MI 48393

RE: BID- Overband Crack Sealing/ Seal Coating 2024

- B. **FACILITIES/BUILDING WALK-THROUGH.** Not Applicable.
- C. **INDEPENDENCE.** By submission of a proposal, a Bidder certifies that the Bidder has not paid or agreed to pay any fee or commission, or any other thing of value, contingent on the award of this contract to any employee, official or current contracting consultant of the Municipalities. The Bidder certifies that the financial information in this statement has been arrived at independently and without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs with any other proposal or Bidder.
- D. **PUBLIC RECORD.** The contents of the proposals shall be considered public records of the Municipalities. Any Bidder submitting a proposal hereunder further acknowledges and agrees that the Municipalities are public entities which are required to abide by laws governing public records and shall not be liable for disclosures required by law. All materials submitted in response to this RFP shall become the property of the municipalities upon delivery to the address set forth above.

SECTION 2 BIDDER INSTRUCTIONS

- A. **BID OPENING.** All Bid responses to this RFP must be placed in a sealed envelope, labeled as follows: **Overband Crack Sealing/ Seal Coating 2024 Bid**. The Bid will include one (1) original, one (1) copy, and one (1) electronic file (thumb drive) of the Bid proposal.
1. Bid responses will only be considered via written paper format. No email, facsimile, oral or other non-written documents will be considered.
 2. Bids not received at the City of Wixom's Clerk's Office by the Bid closing time of March 5, 2024, at 9:30 am will not be considered.
 3. The Bidder shall be responsible for the timely delivery of the Bid to the City of Wixom's Clerk's Office. The Municipalities will not be liable to any Bidder for any delivery or postal delays. Postmarking of the Bid prior to the closing date March 5, 2024, at 9:30 am will not be a substitute for timely receipt of the Bid.
 4. If the City of Wixom Offices are closed due to unforeseen circumstances on the Bid opening date, Bids will be due at the same time at Wixom Police Department (same address).
- B. **CLARIFICATIONS AND CORRECTIONS.** General questions or clarifications regarding this RFP should be directed by email to: Tim Sikma or Andrew Allen with the subject line clearly stating "RFP Question-Crackband Sealing" at DPWAdmin@wixomgov.org no later than February 19, 2024 at 12 pm. Questions received after this date/time will not be considered. All questions, along with their responses, will be posted in MITN by February 21, 2024, by 5 pm.
- C. **GENERAL REQUIREMENTS.**
1. The Municipalities or their representatives shall not be held responsible for expenses incurred in the preparation or subsequent presentation of the Bid response.
 2. This RFP for Overband Crack Sealing/ Seal Coating is not an offer to enter into a contract, but rather a solicitation for Bids.
 3. The Bidder shall supply, upon request, samples and/or brochures of the proposed materials and equipment with the Bid.
 4. The Municipalities shall provide drawings separately as associated with this project following the acceptance of the bids.
 5. The Municipalities reserve the right to reject all Bids at their sole discretion.
 6. The Municipalities reserve the right to reject any Bid which is not submitted on and/or supported by a bill of materials.
 7. The Municipalities reserve the right to reject any and all Bids in whole, or in part, and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the Municipalities.
- D. **BID IDENTIFICATION REQUIREMENTS.** The Bid shall include the full legal name of the Bidder, its business address, telephone number, and a statement identifying the Bidder as a sole proprietorship, partnership, corporation or other legal entity. A proprietorship shall state the full name of the proprietor, a partnership shall state the full names of the general partners, and a corporation shall identify the state in which it is incorporated. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract.
1. The Bidder shall complete and submit, along with the Bid, a Bid Signature Page, Appendix A, in longhand, in ink, by an authorized representative.
 2. The Bidder shall complete and submit, along with the Bid, a Bill of Materials, Appendix A, summarizing

the details of the Bid and identifying materials for each location.

3. The submitted Bid shall include a Qualifications Questionnaire, Appendix B, properly completed and signed by an authorized representative of the Bidder. The qualifications questionnaire shall include a list of at least four (4) references, one (1) of which must be a municipality or local government for a similar scope of work performed within the past three (3) years.

E. DEFINITIONS. The foregoing definitions apply to this Request for Proposal (RFP) only.

1. The CITY OF WIXOM, CITY OF FARMINGTON, CITY OF FENTON, VILLAGE OF MILFORD, BLOOMFIELD TOWNSHIP AND THE CITY OF BRIGHTON (Municipalities)– Each Municipality quotation will be taken to their board and/or councils separately. The roads noted for Ovberband Crack Seal and/ or Seal Coating will be located in each municipality as defined.
2. Bidder(s)– The business entities and/or person(s) submitting the Bid.
3. Bid(s)- A complete and properly executed proposal to perform the scope of work, or designated portion thereof, for the sums stated within the Bid.
4. Base Bid- The sum stated in the Bid for which the Bidder offers to perform the Scope of Work wherein work may be added or subtracted for sums stated in the alternate Bid, if any.
5. Alternate Bid- An amount stated in the Bid to be added or subtracted from the amount of the base Bid, if said change in the scope of work, method of construction and/or materials is accepted by the municipalities.
6. Selected Vendor/Contractor- The Bidder(s) receiving formal notice of acceptance of its/his/her Bid(s) and duly served by an agent of the municipalities duly authorized to give such notice.

SECTION 3 GENERAL CONDITIONS

A. RIGHTS OF ACCEPTANCE OR REJECTION.

The Municipalities reserve the right to reject all Bids in its sole discretion. The Municipalities separately reserve the right to reject any Bid which is not submitted on and/or supported by a bill of materials. The Municipalities separately reserve the right to reject any and all Bids in whole or in part and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the Municipalities.

B. QUALIFICATION OF BIDDERS.

To assure the Municipalities of the quality of workmanship, materials, products and/or services, the Municipalities will retain the right and has complete discretion to qualify or disqualify any Bidders on the basis of available information concerning the Bidder's ability to perform as needed and the suitability of the products and/or services included in the Bid as described in this RFP. Each Bidder, by submitting a Bid, represents that:

1. The Bidder has read and understands all the Bid requirements, conditions and specifications contained herein.
2. The Bid is based upon the materials, systems and equipment described, without exception, in all Bid documents supplied by the Municipality.

C. VARIANCE AND PRICE.

Any variance from the specifications of this RFP must be fully explained in writing by the Bidder. All prices quoted in the Bid must be on a unit price basis and include the total price. The price of an item or unit of a given product as promised in a Bid cannot be changed by the service provider regardless of whether the City changes the quantity of the item or unit needed.

D. MANUFACTURER(S) BRANDS/MODEL NUMBERS.

The naming of a manufacturer(s) brand or model number will not be considered as excluding other brands or model numbers for purposes of later providing the products as promised in the Bid. Specifically, similar products with comparable construction, material and workmanship will be considered as equal. Notwithstanding, the Municipalities have complete discretion to evaluate the merits of all Bids submitted and can take into consideration the brand and/or model numbers set forth in the Bids.

E. MANUFACTURER(S) SUBSTITUTIONS.

Any substitution from the specified products and/or services by the manufacturer(s) is acceptable if at no additional cost to the Municipalities and approved by an authorized Municipalities representative prior to placing the order for said products and/or services. The Municipality reserves the right to refuse any and all manufacturer(s) substituted products and/or services.

F. MANUFACTURER(S) DISCOUNTS.

The Municipalities reserve the right to receive any and all manufacturer(s) price reductions, discounts or rebates that are received by the selected vendor/contractor for the specified products and/or services. The selected vendor/contractor agrees to pass any and all cost savings from the manufacturer(s) for the specified products and/or services to the Municipalities by way of a setoff of monies owed or refund of monies paid by the Municipality.

G. REMOVAL AND DISPOSAL OF OLD EQUIPMENT.

The selected vendor/contractor is responsible for the safe disposal of all existing items being replaced by items covered in the RFP. Said disposal shall be in compliance with any EPA guidelines, and be completed with generally accepted safe disposal guidelines. The Municipalities reserve the right to identify at the kick-off meeting established by each Municipality to discuss specific items which it may wish to retain.

H. CLEAN-UP.

The selected vendor/contractor must, at all times, keep the premises free from accumulations of waste materials caused by the work, and upon completing the work, must remove all work-related rubbish from and about the building(s) and must leave the work area broom clean, or its equivalent. In the case of a dispute, the Municipality may remove the rubbish and charge the cost to the selected vendor/contractor.

I. ADDENDA.

Any clarifications or modifications to the specifications for the RFP will be issued by the Municipality in the form of an addendum. Any addendum issued during the bidding period will be posted on MITN.

1. No verbal statements by the Municipality will be considered as binding or enforceable against the Municipality.
2. No requests for clarifications or modifications will be processed after the closing date as posted in Section 5: Timeline Requirements.

J. FEDERAL, STATE AND LOCAL TAXES.

All products and/or services furnished by the selected vendor/contractor must comply with all applicable federal, state and local codes and regulations. All Bids must include, and the selected vendor/contractor must pay, all taxes levied by the Federal, State, and Local Governments, on both labor and materials. The Municipalities reserve the right to require evidence of such tax payments prior to final payment of the contract. The Municipality is exempt from Federal Excise and State Sales Taxes. To comply with these regulations, sales tax is not to be included in the Bid.

K. PROJECT IMPLEMENTATION.

The selected vendor/contractor shall have sufficient resources to complete the project within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the timeline requirements contained in Section 5.

L. NO DISCRIMINATION.

The selected vendor/contractor and their subcontractors are required not to discriminate against any employee or applicant for employment to be employed in the performance of the Bid with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, or ancestry or also because of age or sex, except based on a legitimate occupational qualification. Violation of this requirement may be regarded as a material breach of the Michigan Fair Employment Practices Act and may be subject to prosecution.

M. NO SMOKING POLICY.

The Municipalities adhere to a mandatory no smoking policy on their premises and/or at Community functions. All Bidders shall comply with this no smoking policy.

N. PRODUCTS AND SERVICES SPECIFICATIONS.

It is the intent of the specifications in Section 7 of this RFP to define the minimum acceptable quality of products and/or services. The product line must be of known quality from a nationally recognized manufacturer who regularly advertises, promotes, and distributes products and services to local governments.

O. VARIATIONS FROM SPECIFICATIONS.

All variations from the specified products and/or services, Section 7, must be fully explained and included with the Bid. Manufacturer(s) brands must be used in all cases, with associated manufacturers' warranties noted.

1. The Municipality reserves the right to increase or decrease quantities, or modify the specifications.
2. The selected vendor/contractor shall agree to a written modification of the terms of its original Bid within five (5) business days of receiving written notification of the increase or decrease in quantities or modification of the specifications.

P. CANCELLATIONS.

The Municipality reserves the right of cancellation for non-performance of the terms specified in the awarded contract.

Q. WITHDRAWAL OF BIDS.

Upon presentation of proper identification, any Bidder may withdraw its/his/her Bid at any time prior to the scheduled Bid opening date and time as stated in Section 2. No Bid shall be withdrawn for a period of ninety (90) days after the Bid opening date and time.

R. VALUATIONS.

Considerations for awarding contracts will include price, product quality, service, delivery, and maintenance of products and/or services, adherence to specifications, past performance to the Municipality, vendor/contractor reliability, warranties and familiarity with the projects and the facilities of the Community.

1. It is the intent of the Municipality to award the contract to the Bidder submitting the "best" cost-effective Bid for the project, provided the Bid has been properly submitted and delivered,

includes all required documentation herewith, and is considered reasonable in price.

2. Price is a primary factor, but the Municipality will consider other factors to determine the most successful Bid; technical experience, local service and support and experience in municipal environments are used to perform the Municipality's Bid evaluations, among other considerations.
3. The Municipalities will evaluate the merits of all Bids submitted and reserves the right to accept or reject any or all Bids.

S. NOTICE OF AWARD.

The Bidder will be deemed as having been awarded the Bid for each community when the formal notice of acceptance of its/his/her Bid has been approved by the Board or Council of The CITY OF WIXOM, CITY OF FARMINGTON, CITY OF FENTON, VILLAGE OF MILFORD, BLOOMFIELD TOWNSHIP AND THE CITY OF BRIGHTON and subsequent notices have been duly served by each community separately upon the intended awardees by an officer(s) or agent(s) of the Municipality duly authorized to give such notice.

SECTION 4 SCOPE OF WORK

A. GENERAL DESCRIPTION.

The general description of the Scope of Work (SOW) for the project is to provide the Municipalities with Overband Crack Sealing/ Seal Coating for Asphalt and Concrete Roads within the given municipality.

1. It shall be the Contractor's responsibility to examine, first hand, the roadways described in this document in order to fully understand the scope and location of the work called for under this proposal.
2. The Contractor shall understand that the scheduling of crack and joint sealing days with the Municipalities constitutes a vital proposal/contract condition as it is the primary goal of the Municipalities to ensure that the crack and joint sealing of the Municipalities' streets scheduled for crack and joint sealing be done in such a manner so as to minimize both inconvenience to the public and the disruption of the normal flow of traffic. In order to maintain the above stated goal, the Contractor shall not apply crack and joint sealing materials between the hours of 7:00 am to 8:00 am and 4:00 pm to 6:00 pm, Monday through Friday, unless approved by the Municipalities. The work called for under this contract may be performed during evening or weekend hours provided that the Contractor has obtained prior approval from the Municipalities.
3. The Contractor's performance shall be monitored by the Municipalities Department of Public Works. The scheduling of the work to be done shall be made through each department and no work shall begin until the approval of the Municipalities' Directors or his designee has been secured.
4. The Contractor shall provide and maintain in full operation and at all times during the tenure of this contract, full-time supervision, a sufficient crew of laborers, equipment operators, tools, materials and reliable equipment necessary for the performance of this service. All equipment used in the performance of this contract shall be equipped with strobe lights, flashers and all other appropriate cautionary and safety systems. The Contractor shall also provide and maintain, in full operation at all times, a flashing or sequencing arrow panel, mounted on or trailered behind the tail vehicle of the pavement marking convoy. The Contractor shall be staffed with properly trained and equipped personnel, including "flagmen", where and when such personnel are necessary to ensure the safety of the Contractor's staff and equipment, as well as the safety of the Municipalities and the motoring public.
5. It shall be the Contractor's responsibility to ensure that the pavement surfaces are clean, dry, and free of all foreign materials prior to the application of the sealant.
6. The Contractor must use asphalt emulsion or coaltar, using one (1) coat, with an additional line item for an additional coat at the same time and location.

7. The Municipalities reserve the right to inspect the Contractor's equipment before making an award of contract.
8. The Contractor shall be responsible for the appearance, conduct, discipline and supervision of all of his employees involved in this service.
9. All machines and equipment used by the Contractor in the performance of this service shall be of uniform appearance and shall be maintained in a reasonably neat, clean and safe operating condition.

B. TIME LIMITS AND DEADLINES:

Subsequent to contract award and upon notification by the Municipalities, the Contractor shall promptly commence the crack and joint sealing according to a schedule agreed upon by both parties. The schedule shall be established in writing by March 28, 2024. All sealing must be completed no later than thirty (30) working days following the agreed upon start date as written in the notice to proceed. The "notice to proceed" shall be given following the contract award and the preconstruction meeting. Any spring applications must be completed by June 15, 2024 and any unfinished work due to weather conditions shall be completed by September 14, 2024, for fall applications.

It should be noted that failure to comply with the time limits and deadlines in the notice to proceed letters as herein described shall be grounds for disqualification for future contract awards and 5% reduction in cost.

C. PROPOSED PROJECT LOCATIONS/ROADWAYS:

Each Municipality has a mixture of Major and Local Roads, actual location of streets to be done will be determined based upon bid prices.

D. SPECIFICATIONS FOR OVERBAND CRACK FILL:

1. Description - This work consists of furnishing all labor, equipment and materials necessary for the treatment of cracks in bituminous pavements by the Overband Crack Fill Method. The Overband Crack Fill Method consists of cleaning the crack in bituminous pavements and placing the specified materials into and over the crack to eliminate water infiltration.
2. Materials - Material shall be a Right Pointe or STAR 3405 or equivalent.
3. Equipment -
 - a. Compressed Air-System: A compressed air system shall be used for crack preparation where moisture or vegetation is present. The compressed air equipment shall be able to produce continuous, high-volume, high pressure, and dry air. The air compressor shall be equipped with a moisture separator to remove any oil and water from the air supply. The compressor shall be capable of producing a minimum of 180 psi and a continuous 90 CFM airflow.
 - b. Melter Application: The melter applicator producing batches of not less than 6,500 pounds shall be a double boiler kettle equipped with pressure pump, hose and applicator wands. The material hose shall be equipped with a material shut-off control. A mechanical full sweep bi-directional agitator shall be located in the kettle to assure continuous blending. The unit shall be equipped with accurate thermometers to monitor the material temperature and the heating oil temperatures. The unit's thermostatic controls shall allow the operator to regulate material temperatures up to 400°F.
 - c. Application Wand: The material may be applied with a wand followed by a "V" or "U" shaped squeegee. The width of applications shall be 3" for standard coverage. With prior written approval of the Municipalities, the application width may be increased to a maximum of 8" to provide complete coverage over multiple crack areas. The applied sealant thickness shall be 1/8" + 1/16". Application width for normal application under chip seal shall be 3".

- d. Heat Lance: A heat lance is to be used to assure that no residual moisture is present in the crack or on the road surface after compressed air usage where the overband is to be applied. If pavement seal is saturated, it shall be dried with a heat lance.

A heat lance shall be used to assure that no residual moisture is present in the crack or on the road surface after compressed air usage where the overband is to be applied. At no time shall the contractor attempt to seal saturated pavement by drying the pavement with the heat lance.

4. Construction Methods -

- a. Weather Limitations: No material shall be placed unless the pavement temperature is 40°F or greater. Material shall not be placed if there is moisture in the crack.
- b. Preparation of Surface: Cleaning of cracks will be performed by using compressed air and any other tools necessary to remove all loose dirt, vegetation and foreign materials. The crack must be dry and thoroughly clean when the material is applied. The compressed air blowing shall be conducted no more than 10 minutes ahead of the filling operation.
- c. Mixing Procedures - The components shall be added to the asphalt cement thoroughly mixed in the kettle. The temperature of the material shall be in the 290°F - 350°F range.

5. General -

Overband Crack Fill: Fill all visible cracks in the surface area of the roadbed unless otherwise specified. Application shall be done in a neat and professional manner with no clumping of fiber, excessive product or filling of improperly cleaned cracks.

6. Documentation Provided by the Contractor -

The contractor shall provide the Municipalities, on a daily basis, a report with the following information: road segment, date, air temperature °F, weather in morning and afternoon, beginning and ending locations for the day, to include lane and direction, Material Certifications and amounts used (at completion of project) traffic control used and checks unique or different situations on the project. The contractor's representative's signature shall appear on the report certifying that the information provided is correct.

7. Protecting the Work-

Traffic shall not be permitted on the overband crack filler until the material has cooled sufficiently to prevent tracking. Any damage by traffic to the treated pavement areas shall be repaired by the contractor at no expense to the Municipalities. If the existing pavement markings are obliterated as a result of the crack treatment work, temporary pavement marking shall be placed before the roadway is opened to traffic, at the contractor's expense.

E. VENDOR/CONTRACTOR RESPONSIBILITY:

It shall be the responsibility of the selected vendor/contractor to provide the estimates for this project at no cost to the Municipalities. The Municipalities and their consultants associated with this RFP are not responsible for any omission, failure to detect any requirement, or any other condition required to complete the scope of work.

I. QUALITY ASSURANCE:

After bid proposals are received, the Municipalities will conduct a qualifications-based selection process taking into consideration the fee proposal.

The successful bidder shall use only workers thoroughly trained and experienced in the skills required, who are completely familiar with the materials involved and the manufacturer's recommended methods of preparation and application and who are thoroughly familiar with the requirements of this work. In the acceptance or rejection of the work described in the bid documents, no allowance will be made for lack of skill on the part of the installers.

II. EXECUTION:

GENERAL CONDITIONS

SUPERVISION AND CONTROL: The vendor shall report directly to the City of Wixom - Director of Public Works, Tim Sikma, City of Brighton – Department of Public Services Director, Marcel Goch, City of Farmington – DPW Superintendent, Chuck Eudy, City of Fenton – Director of Public Works Dan Brisson, City of Howell – DPS Deputy Director, Mike Spitler, and process requests for payment for the respective Municipalities.

INDEMNIFICATION: The vendors shall be solely responsible for and shall indemnify, defend and hold harmless The CITY OF WIXOM, CITY OF FARMINGTON, CITY OF FENTON, VILLAGE OF MILFORD, BLOOMFIELD TOWNSHIP AND THE CITY OF BRIGHTON, its agents, officers, employees and other vendors from and against any and all claims, suits, damages and losses, specifically including, but not limited to those for loss of use of property, for damage to any property, real or personal, for injury to or the death of any person, including, but not limited to, its employees, agents and officers and for all other liabilities whatsoever, including related expenses and actual attorney's fees, in any way sustained or alleged to have been sustained, indirectly or by reason of or in connection with the performance of services, or from any other acts or omissions of the bidder, its employees, agents or officers.

III. REQUIRED DOCUMENTS

In the submission of its Bid, a bidder shall submit the following documents, and shall guarantee the accuracy of such information by signature of its authorized representative:

1. Statement of Qualifications and Experience
2. References - Three (3) minimum of similar project size
3. Proposed Work Plan and Schedule
4. Completed Fee Proposal Form

SECTION 5 TIMELINE REQUIREMENTS

A. **PROJECT TIMELINE.** The selected vendor/contractor shall have sufficient resources in order to complete the SOW, Section 4, within the allotted timeframe and shall, upon request, demonstrate that it/he/she has the resources necessary to fulfill the timeline requirements for completing the entire project. The Municipalities are expecting the project to be completed in accordance with the following project timeline:

RFP available on-line at MITN	February 8, 2024
Pre-bid meeting and walk-through	NA
Emailed questions and RFP clarifications due	February 19, 2024 12 pm
Responses to email questions posted on MITN	February 21, 2024 5 pm
Sealed Bids due and Bid opening at the Wixom City Clerk's Office	March 5, 2024 9:30 am
Notice to Proceed, implementation schedule determined	March 28, 2024

B. **SCOPE OF WORK SCHEDULES.** City of Wixom Public Works is located at 2041 Charms Road is open for business 7 am to 5 pm, Monday through Thursday. The Police and Fire Departments are staffed

24/7. The selected vendor/contractor is expected to perform the project during posted Municipality administrative hours.

- C. PROJECT IMPLEMENTATION SCHEDULE. All Bidders shall provide the Municipality with a project implementation schedule that adheres to the timeline requirements stated above. Further, the project implementation schedule must demonstrate that the selected vendor/contractor has the means and capability to complete the SOW without unnecessary disruption to Municipality business. This project implementation schedule must be agreed upon by both the vendor/contractor and the Municipality and shall be incorporated as part of the awarded contract.

SECTION 6 AWARDED CONTRACT REQUIREMENTS

- A. CONTRACT EXECUTION. The Bidder shall render, deliver and execute the awarded contract within ten (10) days of being notified that the Bid is accepted and that the selected vendor/contractor is awarded a contract to perform the SOW in accordance with all terms and conditions contained herein. The awarded contract must be signed and dated by both the Municipality and the awarded vendor/contractor prior to the start of any work.
- B. CHANGES TO SCOPE OF WORK. The Municipalities, without invalidating the contract, may order changes within the SOW consisting of additions, deletions, and/or modifications, with the contract sum and the project implementation schedule being adjusted accordingly. All said changes in the SOW shall be authorized by written change order(s) signed by the Municipality and executed under applicable conditions of contract documents.
 - 1. The contract sum and the contract time may be changed only in writing.
 - 2. The cost or credit to the Municipalities from all change order(s) shall be determined by mutual, written agreement.
 - 3. The Municipality will not pay invoices for work performed by verbal authorization.
- C. PERFORMANCE BOND REQUIREMENTS. The Bidder shall furnish a performance bond covering the faithful performance of the awarded contract and a labor and material payment bond in the total amount of the Bid in such form and with such sureties as the City of Wixom or other Municipalities shall approve. If the selected vendor/contractor defaults, neglects or fails to perform any provisions of the awarded contract, the Municipalities may, at its discretion, and after seven (7) days' written notice to the selected vendor/contractor, notify the bonding company that the selected vendor/contractor is in default.
 - 1. The selected vendor/contractor shall provide and maintain in force a bond with surety, and on forms approved by the Municipality, in the amount of one hundred percent (100%) of the contract amount, that the selected vendor/contractor shall promptly and faithfully perform all obligations under the contract as awarded.
 - 2. The selected vendor/contractor shall provide and maintain, in force, a bond with surety, and on forms approved by the Municipality, that the selected vendor/contractor shall make payment to claimant for all labor and material used or reasonably required for use in the performance of the awarded contract.
 - 3. The final Bid price may not include costs to secure or hold performance or Bid bonds.
 - 4. A Bid Bond is not required.
- D. TERMINATION OF AWARDED CONTRACTS.

If the selected vendor/contractor defaults or neglects to carry out the SOW and sections referenced therein, in accordance with the awarded contract, and/or fails to perform any provision of the awarded contract, the Municipality may, after seven (7) days' written notice to the selected vendor/contractor and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the selected vendor/contractor or, at its option, may terminate the awarded contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the selected vendor/contractor and may finish the project by whatever method it may deem expedient. If such expense exceeds such awarded contract price, the selected vendor/contractor shall pay the difference to the Municipality.

E. EMPLOYMENT PRACTICES.

The selected vendor/contractor, by signing a contract, agrees to comply with the provision of the State of Michigan policy regarding "Non-Discrimination of Employment", Section 3.12.0. All employees of the vendor/contractor shall be legally eligible for employment in the United States. The selected vendor/contractor shall also:

1. If required, provide the Municipalities with completed background check forms for all employees. Color copies of the employees' driver's licenses, and two (2) copies of passport-size photographs shall also be provided for issuance of contractor ID cards by the Municipality. Said ID cards will remain the property of the Municipalities, and will be returned at the completion of the contract.
2. Comply with Criminal Justice Information System (CJIS) rules for security clearance of its employees/contract staff. The CJIS security addendum is available at <https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view>.
3. Supply designated Municipality personnel, by email, weekly work schedules no later than the Wednesday of the preceding week. Failure to do so may result in the schedule being rejected by the Municipality.

F. SELECTED VENDOR/CONTRACTOR PERFORMANCE.

The selected vendor/contractor will be responsible for construction means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with the SOW, Section 4, and the Timeline Requirements, Section 5.

The selected vendor/contractor shall also:

1. Provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the SOW.
2. At all times enforce strict discipline, polite language and good order among its employees and shall not employ any unfit person or anyone not skilled in the tasks assigned to them.
3. Give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work performed.
4. Be responsible for the acts and omissions of all employees and all subcontractors, if any, their agents and employees, and all other persons performing any of the work under a contract with the selected vendor/contractor.

G. SUBCONTRACTOR PERFORMANCE.

A subcontractor is a person, firm, company or corporation who has a contract with the Bidder to perform any work for completing the project. The awarded Bidder shall be responsible for the actions, inactions, and work performed by the subcontractor. Contracts between the Bidder and the

subcontractor shall be in accordance with the terms of the awarded contract by the Municipality to complete the SOW, Section 4. The selected Bidder shall furnish to the Municipality, in writing, a list of any/all subcontractors proposed to perform any part or portion of the SOW to complete the project. The selected Bidder shall not employ any subcontractor to whom the Municipality objects, and may withdraw their Bid or submit an acceptable substitute.

H. SUPPLEMENTAL INFORMATION REQUESTS.

The Bidder shall be prepared to provide the Municipality, within ten (10) days of being notified of the awarded contract, the names of the suppliers for the equipment and materials used to complete the work. The Municipality may request all Bidders to also submit, within ten (10) days of being notified, the following:

1. The Bidder's performance record(s).
2. An itemized list of the Bidder's equipment, plant and personnel.
3. A description of any project which the Bidder has completed in a satisfactory manner.
4. Any additional information that will satisfy the Municipality that the Bidder is adequately situated and able to fulfill the terms of the proposed contract.
5. A description of any other project(s) that will be performed simultaneously with the Municipality's project.
6. A statement regarding any past, present or pending litigation for contracted products and services.

I. INSPECTIONS.

The Municipality and its agents have the right to inspect the selected vendor/contractor's work periodically to determine that proper materials were used and that the progress and quality of work completed is in accordance with the contract.

1. Prior to the start of the projects, the selected vendor/contractor will have materials on site and available for inspection by the Municipality's designated authorized representative.
2. All equipment used for the project must be in compliance with the specified part numbers contained in the successful Bid.

J. INVOICE/PAYMENT REQUIREMENTS.

Invoicing for payment(s) will be made 100% upon completion of the SOW and acceptance by the Municipality.

1. When applying for payments, the selected vendor/contractor shall submit to the City/ Village an itemized invoice based upon the installation schedule and supporting documentation required herein.
2. The project shall be considered complete when the SOW has been completed, accepted by the Municipality and the following items are furnished: a) required guarantees and b) waivers of lien submitted showing all payrolls, material bills and other indebtedness connected with the project have been paid. The selected vendor/contractor must submit both a) and b) before the final payment is requested.
3. Payment may be withheld by the Municipality for: a) defective work not remedied; b) claims filed and unresolved; c) failure of the selected vendor/contractor to properly pay for labor, materials or equipment, or proper payment to subcontractors; and/or d) damages to the Municipality or another contractor.

K. GUARANTEES.

The selected vendor(s)/contractor(s) must furnish the Municipalities a written guarantee of the services and/or products provided to the Municipality for, at least, two (2) years after the final payment covering all workmanship and materials specified in the contract. Any defects in workmanship or materials for which a claim is submitted by the Municipality within the two (2) year period must be corrected or replaced within thirty (30) days of notice.

L. WARRANTIES.

The selected vendor/contractor(s) must furnish the Municipality written warranty documentation.

1. The selected vendor/contractor must warrant that all materials and supplies incorporated within the Bid are new, unless otherwise specified, and that all work performed will be of good quality, free from faults and defects, and in adherence to the product and services specifications in this RFP.
2. The warranty shall provide a complete system warranty to guarantee an end-to-end high-performance network system that meets the system application requirements.
3. If the manufacturer repairs any product under the warranty, they may use new or reconditioned replacement parts. If the manufacturer replaces the product under the warranty, they may replace it with a new or reconditioned product of similar or same design.

M. CORRECTION OF WORK.

The selected vendor/contractor shall correct any work that fails to conform to the requirements of the awarded contract where such failures or any defect is due to faulty materials, equipment or workmanship which appear within a period of two (2) years from the date of completion of the contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract. These provisions apply to all work performed by employees of the selected vendor/contractor and any subcontractors.

N. RIGHT TO REJECT OR STOP THE WORK.

The Municipality may reject work which does not conform to the Bid or awarded contract specifications. If the selected vendor/contractor fails to correct any defective work or fails to supply labor, materials, or equipment in accordance with the specifications of the awarded contract, the Municipality may order the selected vendor/contractor to stop all work, or any portion thereof, until the cause for such order has been eliminated.

O. INDEMNIFICATION.

The selected vendor/contractor shall indemnify and hold harmless the Municipality and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the contract.

P. FORCE MAJEURE.

Except for the Municipality's obligation to pay the selected vendor/contractor, neither party shall be liable for any failure to perform its obligations under the awarded contract or any SOW if prevented from doing so by a cause or causes beyond its control, including without limitations, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government.

Q. LIABILITY REQUIREMENTS.

The selected vendor/contractor shall be responsible for initiation, maintaining, and supervising all safety precautions and programs in connection with the contract. The selected vendor/contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, 1) all employees on the project and other persons who may be

affected thereby; 2) all the SOW and all materials and equipment to be incorporated therein; and 3) other property at the site or adjacent thereto.

1. The selected vendor/contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.
2. All damage or loss to any property caused in whole or in part by the selected vendor/contractor, any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the selected vendor/contractor, except damage or loss attributable to the fault or negligence of the Municipality.

R. INSURANCE REQUIREMENTS.

No work connected with this project may start until the selected vendor/contractor has obtained the insurance coverage as required in Appendix C. Such insurance shall be kept in effect during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Municipality. The requirements listed in Appendix C should not be interpreted to limit the liability of the contractor. All deductibles and self-insured retention are the responsibility of the Contractor.

S. TERMINATION.

The contract may be terminated at any time by the Municipality, for any or no reason, upon written notice delivered at least fifteen (15) days prior to termination. In the event the Municipality terminates the contract as provided by this paragraph:

1. Unless directed otherwise by the Municipality, vendor/contractor shall continue performing work and the required services under this agreement up to the day of termination; and
2. All finished or unfinished documents and information related to work in progress shall be delivered by vendor/contractor to the Municipality and shall become the property of the Municipality; and
3. Vendor/contractor shall submit to the Municipality a final accounting and final invoice of charges for all outstanding and unpaid services and reimbursable expenses performed prior to vendor/contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by this section. Such final accounting and final invoice shall be delivered to the Municipality within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to vendor/contractor shall be submitted to or accepted by the Municipality.

T. MISCELLANEOUS CONTRACT PROVISIONS.

The awarded contract will be governed by the laws of the State of Michigan. Venue for any claims or litigation regarding this contract shall be in Oakland County Circuit Court or the Federal District Court, Eastern Division. The selected vendor/contractor shall not assign the contract or sublet it or portions thereof without the written consent of the authorized Municipality representative.

SECTION 7 PRODUCTS AND SERVICES SPECIFICATIONS

(Not Applicable)

SECTION 8 SYSTEM DOCUMENTATION & WARRANTY

(Not Applicable)

Appendix A

CITY OF WIXOM, CITY OF FARMINGTON, CITY OF FENTON, VILLAGE OF MILFORD,
BLOOMFIELD TOWNSHIP AND THE CITY OF BRIGHTON

Bid Signature Page & Bill of Materials

OVERBAND CRACK SEALING/ SEAL COATING 2024

Company name: _____

Address: _____

FEE PROPOSAL

Pricing for area specified below shall be submitted separately.

We the undersigned propose to furnish to the Municipalities services consistent with the Request for Proposal opened on March 5, 2024 at 9:30 am.

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

THIS PROPOSAL IS NOT-TO-EXCEED:

CITY OF WIXOM: \$45,000 BY 6/15
CITY OF FARMINGTON: \$45,000 AFTER 7/1
CITY OF FENTON: \$35,000
VILLAGE OF MILFORD: \$20,000
BLOOMFIELD TOWNSHIP: \$60,000
CITY OF BRIGHTON: \$30,000

Equipment being utilized:

Materials being utilized:

PLEASE PRINT/TYPE:

Company Name: _____

Address: _____

Agent Name & Title: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Agents Signature: _____ **Date:** _____

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

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

_____ An individual doing business as

_____ A Partnership - State the full names of the general partners:

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

_____ A Corporation, organized in the state of _____

_____ A Joint venture formed between _____ and _____

Signature

Date

Printed Name

Title

Company Name

Phone Number

Address, City, State, Zip

Appendix B

CITY OF WIXOM, CITY OF FARMINGTON, CITY OF FENTON, VILLAGE OF MILFORD,

BLOOMFIELD TOWNSHIP AND THE CITY OF BRIGHTON

Qualifications Questionnaire

OVERBAND CRACK SEALING/ SEAL COATING 2024

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

Name of Company: _____

Address: _____

City, State Zip: _____

Telephone: _____ Fax: _____

Website: _____

Agent's Name (please print): _____

Agent's Title: _____

Email Address: _____ Cell Phone Number: _____

1. Organizational structure (Corporation, Partnership, etc.): _____
2. Has any officer or partner of this organization owned or operated a company that declared bankruptcy during the last 10 years? No _____ Yes _____ When: _____
3. How many years has your organization been in business under its present name? _____
4. Under what other or former names has your organization operated? _____

5. How many full time employees? _____ Part time? _____
6. Address of your local facility _____

7. List the scope of services (type of work) you are able to perform _____

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

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

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

Company Name _____
Company Address _____ Contact
Name _____ Phone Number _____ Length
of Contract _____
Type of Services Provided _____

Company Name _____
Company Address _____ Contact
Name _____ Phone Number _____ Length
of Contract _____
Type of Services Provided _____

Company Name _____
Company Address _____ Contact
Name _____ Phone Number _____ Length
of Contract _____
Type of Services Provided _____

Company Name _____

Company Address _____

Name _____ Phone Number _____

Contact
Length

of Contract _____

Type of Services Provided

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

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS.

Signature of Authorized Firm Representative: _____

Representative's Name (Please Print) _____

Date: _____

Appendix C Contractor Insurance Addendum

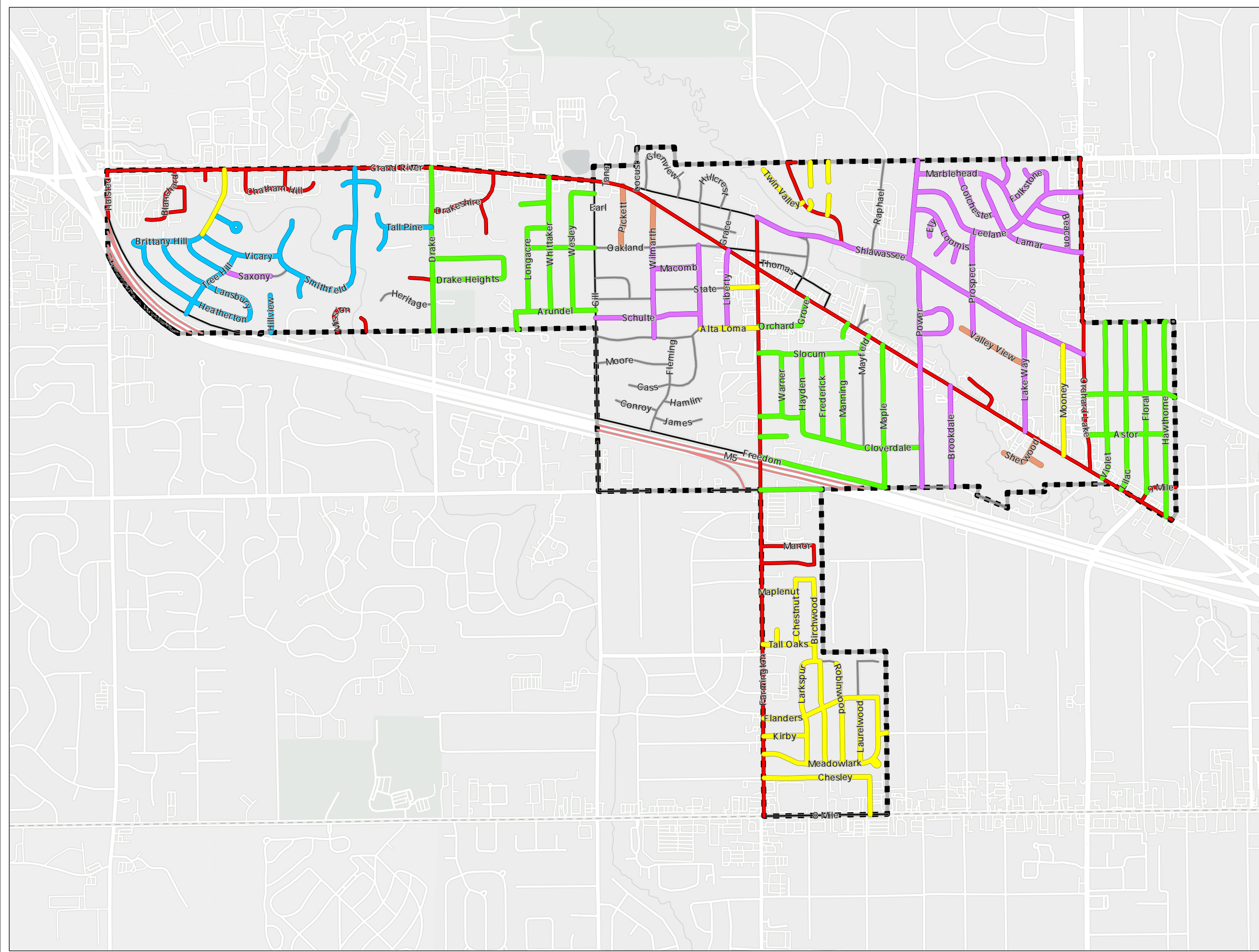
The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this addendum, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Municipalities. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor. The Contractor shall procure and maintain the following coverage:

1. **Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable.
3. **Automobile Liability** including Michigan No-Fault Coverages, limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, non-owned vehicles, and all hired vehicles.
4. **Additional Insured:** Commercial General Liability, Automobile Liability, and Cyber Liability as described above, shall include an endorsement stating the following shall be **Additional Insureds:** The CITY OF WIXOM, CITY OF FARMINGTON, CITY OF FENTON, VILLAGE OF MILFORD, BLOOMFIELD TOWNSHIP AND THE CITY OF BRIGHTON all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming The CITY OF WIXOM, CITY OF FARMINGTON, CITY OF FENTON, VILLAGE OF MILFORD, BLOOMFIELD TOWNSHIP AND THE CITY OF BRIGHTON as additional insured, coverage afforded is considered to be primary and any other insurance The CITY OF WIXOM, CITY OF FARMINGTON, CITY OF FENTON, VILLAGE OF MILFORD, BLOOMFIELD TOWNSHIP AND THE CITY OF BRIGHTON may have in effect shall be considered secondary and/or excess.
5. **Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: The City of Wixom, City Manager, 49045 Pontiac Trail, Wixom, Michigan 48393, The City of Brighton, City Manager, 200 N. First Street, Brighton, MI 48116, The City of Farmington, City Manager, 23600 Liberty Street, Farmington, MI 48335, City of Fenton, City Manager, 301 S. Leroy St., Fenton, MI 48430, City of Howell, City Manager, 611 East Grand River Ave., Howell, MI 48843.
6. **Proof of Insurance Coverage:** The Contractor shall provide The CITY OF WIXOM, CITY OF FARMINGTON, CITY OF FENTON, VILLAGE OF MILFORD, BLOOMFIELD TOWNSHIP AND THE CITY OF BRIGHTON at the time the contracts are returned by it/him/her for execution, a Certificate of Insurance, as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the Municipalities at least ten (10) days prior to the expiration date.

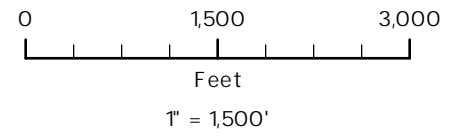


Crack Seal Map Completed Zones



- Crack Seal Progression Status**
- Completed in July & August 2019
 - Completed in June & September 2020
 - Completed in June & July 2021
 - Completed in September & November 2023
- Farmington Roads**
- Non-Public Roads
 - Not Sealable - Bad Condition
 - Secondary Roads
 - Major Roads
 - Freeway
 - Municipal Boundary

3



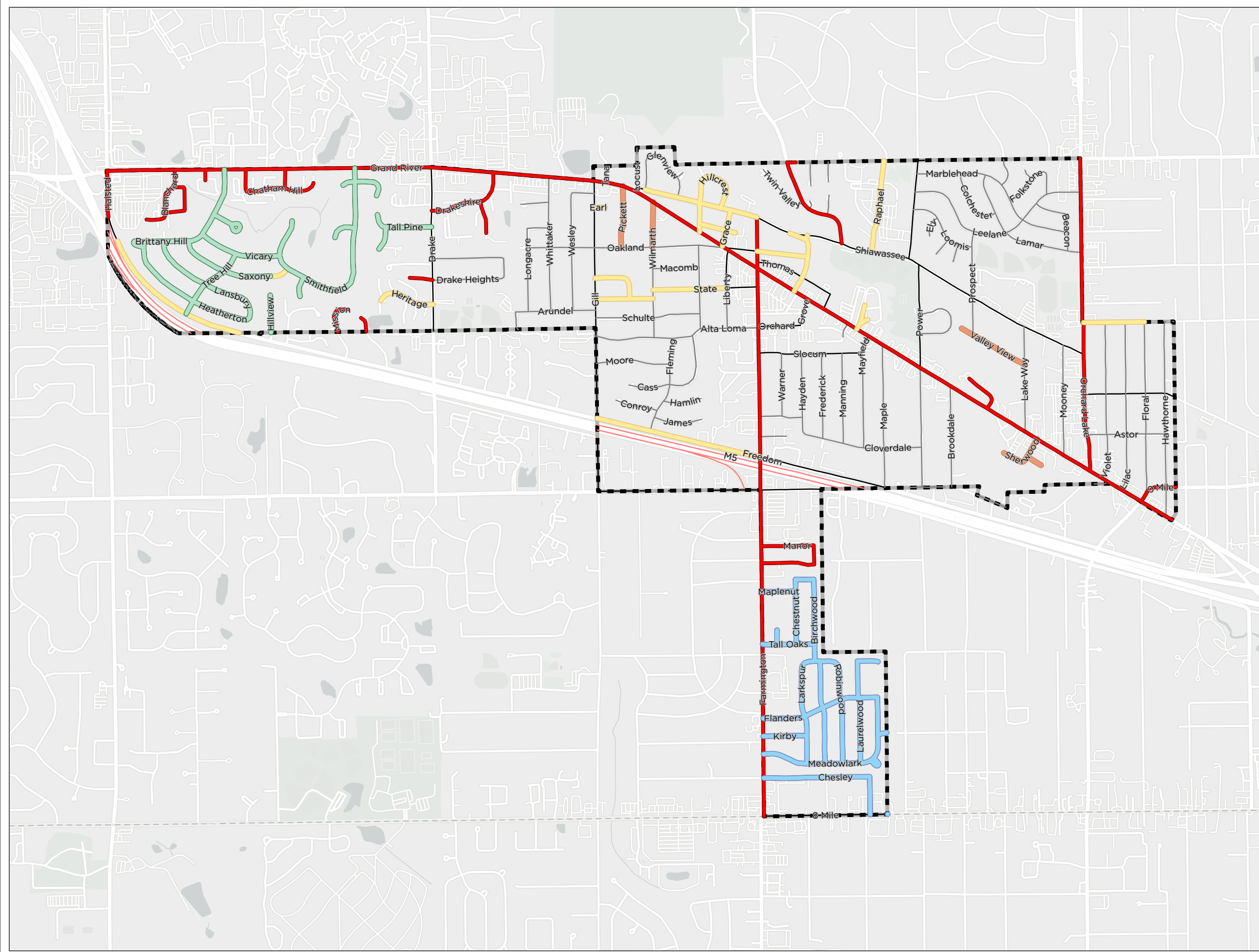
Source: Data provided by OHM Advisors Farmington, Esri, and State of Michigan. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 StatePlane Michigan South FIPS 2113 Feet Intl
Map Published: December 13, 2023



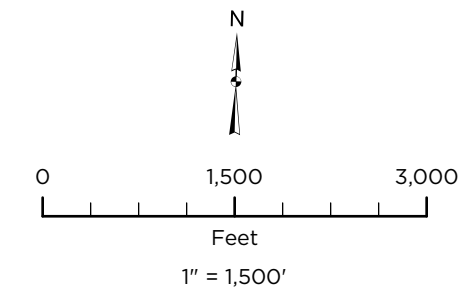


Crack Seal Map Incomplete Zones



- Priority Level for 2024
- 1
 - 2
 - 3
- Farmington Roads
- Non-Public Roads
 - Not Sealable - Bad Condition
 - Secondary Roads
 - Major Roads
 - Freeway
 - Municipal Boundary

- NOTES:
- 2024 Priority 1 work shall begin at the west end of the City and work towards the east.
 - Saxony was crack sealed in 2020 along with undergoing concrete patch repairs. However, over-banding shall be completed in the areas where concrete patch repairs were completed.



Source: Data provided by OHM Advisors, Farmington, Esri, and State of Michigan. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 StatePlane Michigan South FIPS 2113 Feet Intl
Map Published: January 4, 2024



Farmington City Council Staff Report	Council Meeting Date: March 18, 2024	Item Number 6C										
Submitted by: Charles Eudy, Superintendent												
Agenda Topic: DPW Concrete Replacement												
Proposed Motion: Move to approve the DPW Concrete replacement to Hartwell Cement Company located in Oak Park not to exceed \$173,000.												
Background: <p>OHM reviewed bid submittals in February 2024 for the replacement of the concrete at 9 Mile DPW Facility. Five contractors submitted quotes for replacement of 660 square yards of concrete plus the 51 square yard raised fuel island. OHM Engineer's Opinion of construction Cost for the 711 square yards of concrete replacement is approximately \$90,000.</p> <p><u>Quotes</u></p> <table data-bbox="133 898 734 1079"> <tr> <td>Hartwell Cement Company</td> <td>\$83,822.00</td> </tr> <tr> <td>Great Lakes Contracting</td> <td>\$92,057.20</td> </tr> <tr> <td>Luigi Ferdinandi & Sons</td> <td>\$96,366.84</td> </tr> <tr> <td>Rotundo Concrete</td> <td>\$97,891.04</td> </tr> <tr> <td>Corrigan Fuels</td> <td>\$104,750.80</td> </tr> </table> <p>Hartwell Cement Company can schedule the concrete replacement this spring coordinating removals and replacement with Corrigan Oil to install the fuel tanks, pumps, and recording equipment.</p> <p>The redistributed funding from Capital Improvement Fund, and Water & Sewer Fund that was intended for DPW roof replacement can be reallocated for the DPW Concrete Replacement, increasing funding to \$175,000.</p> <p>OHM and City Administration recommend accepting the concrete replacement proposal from Hartwell Cement Company located at 21560 Fern Avenue, Oak Park MI 48237 in the amount of \$83,882 with supplemental contingency totaling \$95,000, plus adding additional concrete replacement using Hartwell Cement Company unit cost plus the \$12 per cubic yard cost increase of the concrete not to exceed \$173,000 for concrete replacement at the DPW Facility.</p>			Hartwell Cement Company	\$83,822.00	Great Lakes Contracting	\$92,057.20	Luigi Ferdinandi & Sons	\$96,366.84	Rotundo Concrete	\$97,891.04	Corrigan Fuels	\$104,750.80
Hartwell Cement Company	\$83,822.00											
Great Lakes Contracting	\$92,057.20											
Luigi Ferdinandi & Sons	\$96,366.84											
Rotundo Concrete	\$97,891.04											
Corrigan Fuels	\$104,750.80											
Materials: DPW concrete Quotes and bid tab OHM Letter of Recommendation												

DPW Rear Yard Concrete Improvements
 0111-21-0050
 City of Farmington
 Concrete Removal & Replacement
 Oct. 24, 2023

Hartwell

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY 1 - MISC					
1	Mobilization, Max 5%	1.00	LSUM	\$ 4,000.00	\$ 4,000.00
2	Audio Video Route Survey	1.00	LSUM	\$ 500.00	\$ 500.00
3	Subgrade Undercutting, Type II (Special)	36.00	Cyd	\$ 85.00	\$ 3,060.00
4	Erosion Control, Inlet Protection, Fabric Drop	1.00	Ea	\$ 300.00	\$ 300.00
SUBTOTAL FOR MISC (Items 1-4)					\$ 7,860.00
CATEGORY 2 - REMOVALS					
5	Pavt, Rem	711.00	Syd	\$ 18.00	\$ 12,798.00
6	Conc Bollard, Remove & Dispose	8.00	Ea	\$ 400.00	\$ 3,200.00
7	Conc Bollard, Remove & Reset	6.00	Ea	\$ 600.00	\$ 3,600.00
SUBTOTAL FOR REMOVALS (Items 5-7)					\$ 19,598.00
CATEGORY 3 - CONSTRUCTION					
8	Aggregate Base, 21AA (Limestone), 6 inch	356.00	Syd	\$ 18.00	\$ 6,408.00
9	Dr Structure, Adj	1.00	Ea	\$ 500.00	\$ 500.00
10	Conc Pavt, Nonreinf, 8 inch	660.00	Syd	\$ 58.50	\$ 38,610.00
11	Raised Conc Pavt Fuel Island, Nonreinf, 10 inch	52.00	Syd	\$ 85.50	\$ 4,446.00
12	Conc Bollard	8.00	Ea	\$ 800.00	\$ 6,400.00
SUBTOTAL FOR CATEGORY 3 - CONSTRUCTION (Items 8-12)					\$ 56,364.00
CATEGORY 4 - ELECTRICAL (BY OTHERS)					
13	Light Pole, Salv & Reset	1.00	Ea	\$	\$
14	Conduit, Rem	220.00	Ft	\$	\$
15	Cable, Rem	220.00	Ft	\$	\$
16	Conduit, 2"	220.00	Ft	\$	\$
17	Wire for Light Pole	220.00	Ft	\$	\$
SUBTOTAL FOR CATEGORY 4 - ELECTRICAL (BY OTHERS) (Items 13-17)					\$
Total Bid Amount (Items 1-17)					\$ 83,822.00

NOTES:

1. ELECTRICAL WORK TO BE QUOTED AND COMPLETED BY OTHERS.
2. CONCRETE BOLLARDS AROUND THE EXISTING FUEL TANKS ARE TO BE REMOVED AND REPLACED WITH NEW BOLLARDS.
3. CONCRETE BOLLARDS NEAR THE WEST SIDE OF THE BUILDING ARE TO BE REMOVED AND RESET.
4. IT IS ANTICIPATED THAT APPROXIMATELY 50% OF THE EXISTING AGGREGATE BASE CAN BE COMPACTED AND REUSED. THE OTHER HALF IS ANTICIPATED TO BE REMOVED AND REPLACED WITH NEW AGGREGATE BASE.
5. THE FUEL ISLAND AREA IS PROPOSED TO BE POURED BACK INTO PLACE WITH 10-INCH CONCRETE.

DPW Rear Yard Concrete Improvements
 0111-21-0050
 City of Farmington
 Concrete Removal & Replacement
 Oct. 24, 2023

Great Lakes

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY 1 - MISC					
1	Mobilization, Max 5%	1.00	LSUM	\$ 4,000.00	\$ 4,000.00
2	Audio Video Route Survey	1.00	LSUM	\$ 850.00	\$ 850.00
3	Subgrade Undercutting, Type II (Special)	36.00	Cyd	\$ 70.00	\$ 2,520.00
4	Erosion Control, Inlet Protection, Fabric Drop	1.00	Ea	\$ 250.00	\$ 250.00
SUBTOTAL FOR MISC (Items 1-4)					\$ 7,620.00
CATEGORY 2 - REMOVALS					
5	Pavt, Rem	711.00	Syd	\$ 11.80	\$ 8,389.80
6	Conc Bollard, Remove & Dispose	8.00	Ea	\$ 175.00	\$ 1,400.00
7	Conc Bollard, Remove & Reset	6.00	Ea	\$ 675.00	\$ 4,050.00
SUBTOTAL FOR REMOVALS (Items 5-7)					\$ 13,839.80
CATEGORY 3 - CONSTRUCTION					
8	Aggregate Base, 21AA (Limestone), 6 inch	356.00	Syd	\$ 16.60	\$ 5,909.60
9	Dr Structure, Adj	1.00	Ea	\$ 750.00	\$ 750.00
10	Conc Pavt, Nonreinf, 8 inch	660.00	Syd	\$ 75.00	\$ 49,500.00
11	Raised Conc Pavt Fuel Island, Nonreinf, 10 inch	52.00	Syd	\$ 77.65	\$ 4,037.80
12	Conc Bollard	8.00	Ea	\$ 1,300.00	\$ 10,400.00
SUBTOTAL FOR CATEGORY 3 - CONSTRUCTION (Items 8-12)					\$ 70,597.40
CATEGORY 4 - ELECTRICAL (BY OTHERS)					
13	Light Pole, Salv & Reset	1.00	Ea	\$	\$ NO BID
14	Conduit, Rem	220.00	Ft	\$	\$ NO BID
15	Cable, Rem	220.00	Ft	\$	\$ NO BID
16	Conduit, 2"	220.00	Ft	\$	\$ NO BID
17	Wire for Light Pole	220.00	Ft	\$	\$ NO BID
SUBTOTAL FOR CATEGORY 4 - ELECTRICAL (BY OTHERS) (Items 13-17)					\$ NO BID
Total Bid Amount (Items 1-17)					\$ 92,057.20

NOTES:

1. ELECTRICAL WORK TO BE QUOTED AND COMPLETED BY OTHERS.
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3. CONCRETE BOLLARDS NEAR THE WEST SIDE OF THE BUILDING ARE TO BE REMOVED AND RESET.
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5. THE FUEL ISLAND AREA IS PROPOSED TO BE POURED BACK INTO PLACE WITH 10-INCH CONCRETE.

DPW Rear Yard Concrete Improvements
 0111-21-0050
 City of Farmington
 Concrete Removal & Replacement
 Oct. 24, 2023

Luigi

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY 1 - MISC					
1	Mobilization, Max 5%	1.00	LSUM	\$ 0	\$ 0
2	Audio Video Route Survey	1.00	LSUM	\$ 1187.00	\$ 1,187.00
3	Subgrade Undercutting, Type II (Special)	36.00	Cyd	\$ 80.83	\$ 2,909.88
4	Erosion Control, Inlet Protection, Fabric Drop	1.00	Ea	\$ 86.67	\$ 86.67
SUBTOTAL FOR MISC (Items 1-4)					\$ 4,183.56
CATEGORY 2 - REMOVALS					
5	Pavt, Rem	711.00	Syd	\$ 8.77	\$ 6,235.47
6	Conc Bollard, Remove & Dispose	8.00	Ea	\$ 40.63	\$ 325.04
7	Conc Bollard, Remove & Reset	6.00	Ea	\$ 154.17	\$ 925.02
SUBTOTAL FOR REMOVALS (Items 5-7)					\$ 7,485.53
CATEGORY 3 - CONSTRUCTION					
8	Aggregate Base, 21AA (Limestone), 6 inch	356.00	Syd	\$ 20	\$ 7,120.00
9	Dr Structure, Adj	1.00	Ea	\$ 500	\$ 500.00
10	Conc Pavt, Nonreinf, 8 inch	660.00	Syd	\$ 98.11	\$ 64,752.00
11	Raised Conc Pavt Fuel Island, Nonreinf, 10 inch	52.00	Syd	\$ 129.33	\$ 6,725.16
12	Conc Bollard	8.00	Ea	\$ 700.00	\$ 5,600.00
SUBTOTAL FOR CATEGORY 3 - CONSTRUCTION (Items 8-12)					\$ 84,107.16
CATEGORY 4 - ELECTRICAL (BY OTHERS)					
13	Light Pole, Salv & Reset	1.00	Ea	\$	\$
14	Conduit, Rem	220.00	Ft	\$	\$
15	Cable, Rem	220.00	Ft	\$	\$
16	Conduit, 2"	220.00	Ft	\$	\$
17	Wire for Light Pole	220.00	Ft	\$	\$
SUBTOTAL FOR CATEGORY 4 - ELECTRICAL (BY OTHERS) (Items 13-17)					\$
Total Bid Amount (Items 1-17)					\$ 96,366.85

NOTES:

1. ELECTRICAL WORK TO BE QUOTED AND COMPLETED BY OTHERS.
2. CONCRETE BOLLARDS AROUND THE EXISTING FUEL TANKS ARE TO BE REMOVED AND REPLACED WITH NEW BOLLARDS.
3. CONCRETE BOLLARDS NEAR THE WEST SIDE OF THE BUILDING ARE TO BE REMOVED AND RESET.
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DPW Rear Yard Concrete Improvements
 0111-21-0050
 City of Farmington
 Concrete Removal & Replacement
 Oct. 24, 2023

Rotundo

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY 1 - MISC					
1	Mobilization, Max 5%	1.00	LSUM	\$ 2,000	\$ 2,000
2	Audio Video Route Survey	1.00	LSUM	\$ 200.00	\$ 200.00
3	Subgrade Undercutting, Type II (Special)	36.00	Cyd	\$ 65.00	\$ 2,340.00
4	Erosion Control, Inlet Protection, Fabric Drop	1.00	Ea	\$ 50.00	\$ 50.00
SUBTOTAL FOR MISC (Items 1-4)					\$ 4,590.00
CATEGORY 2 - REMOVALS					
5	Pavt, Rem	711.00	Syd	\$ 22.00	\$ 15,642.00
6	Conc Bollard, Remove & Dispose	8.00	Ea	\$ 150.00	\$ 1,200.00
7	Conc Bollard, Remove & Reset	6.00	Ea	\$ 800.00	\$ 4,800.00
SUBTOTAL FOR REMOVALS (Items 5-7)					\$ 21,642.00
CATEGORY 3 - CONSTRUCTION					
8	Aggregate Base, 21AA (Limestone), 6 inch	356.00	Syd	\$ 20.00	\$ 7,120.00
9	Dr Structure, Adj	1.00	Ea	\$ 300.00	\$ 300.00
10	Conc Pavt, Nonreinf, 8 inch	660.00	Syd	\$ 79.92	\$ 52,747.20
11	Raised Conc Pavt Fuel Island, Nonreinf, 10 inch	52.00	Syd	\$ 97.92	\$ 5,091.84
12	Conc Bollard	8.00	Ea	\$ 800	\$ 6,400.00
SUBTOTAL FOR CATEGORY 3 - CONSTRUCTION (Items 8-12)					\$ 71,659.04
CATEGORY 4 - ELECTRICAL (BY OTHERS)					
13	Light Pole, Salv & Reset	1.00	Ea	\$	\$
14	Conduit, Rem	220.00	Ft	\$	\$
15	Cable, Rem	220.00	Ft	\$	\$
16	Conduit, 2"	220.00	Ft	\$	\$
17	Wire for Light Pole	220.00	Ft	\$	\$
SUBTOTAL FOR CATEGORY 4 - ELECTRICAL (BY OTHERS) (Items 13-17)					\$
Total Bid Amount (Items 1-17)					\$ 97,891.04

NOTES:

1. ELECTRICAL WORK TO BE QUOTED AND COMPLETED BY OTHERS.
2. CONCRETE BOLLARDS AROUND THE EXISTING FUEL TANKS ARE TO BE REMOVED AND REPLACED WITH NEW BOLLARDS.
3. CONCRETE BOLLARDS NEAR THE WEST SIDE OF THE BUILDING ARE TO BE REMOVED AND RESET.
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DPW Rear Yard Concrete Improvements
 0111-21-0050
 City of Farmington
 Concrete Removal & Replacement
 Oct. 24, 2023

Corrigan

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY 1 - MISC					
1	Mobilization, Max 5%	1.00	LSUM	\$ 3,045.17	\$ 3,045.17
2	Audio Video Route Survey	1.00	LSUM	\$ 3,750.00	\$ 3,750.00
3	Subgrade Undercutting, Type II (Special)	36.00	Cyd	\$ 125.00	\$ 4,500.00
4	Erosion Control, Inlet Protection, Fabric Drop	1.00	Ea	\$ 250.00	\$ 250.00
SUBTOTAL FOR MISC (Items 1-4)					\$ 11,545.17
CATEGORY 2 - REMOVALS					
5	Pavt, Rem	711.00	Syd	\$ 17.00	\$ 12,104.00
6	Conc Bollard, Remove & Dispose	8.00	Ea	\$ 25.00	\$ 200.00
7	Conc Bollard, Remove & Reset	6.00	Ea	\$ 50.00	\$ 300.00
SUBTOTAL FOR REMOVALS (Items 5-7)					\$ 12,604.00
CATEGORY 3 - CONSTRUCTION					
8	Aggregate Base, 21AA (Limestone), 6 inch	356.00	Syd	\$ 18.10	\$ 6,443.60
9	Dr Structure, Adj	1.00	Ea	\$ 650.00	\$ 650.00
10	Conc Pavt, Nonreinf, 8 inch	660.00	Syd	\$ 98.55	\$ 65,043.00
11	Raised Conc Pavt Fuel Island, Nonreinf, 10 inch	52.00	Syd	\$ 123.25	\$ 6,409.00
12	Conc Bollard	8.00	Ea	\$ 257.00	\$ 2,056.00
SUBTOTAL FOR CATEGORY 3 - CONSTRUCTION (Items 8-12)					\$ 80,601.60
CATEGORY 4 - ELECTRICAL (BY OTHERS)					
13	Light Pole, Salv & Reset	1.00	Ea	\$	\$
14	Conduit, Rem	220.00	Ft	\$	\$
15	Cable, Rem	220.00	Ft	\$	\$
16	Conduit, 2"	220.00	Ft	\$	\$
17	Wire for Light Pole	220.00	Ft	\$	\$
SUBTOTAL FOR CATEGORY 4 - ELECTRICAL (BY OTHERS) (Items 13-17)					\$
Total Bid Amount (Items 1-17)					\$

NOTES:

1. ELECTRICAL WORK TO BE QUOTED AND COMPLETED BY OTHERS.
2. CONCRETE BOLLARDS AROUND THE EXISTING FUEL TANKS ARE TO BE REMOVED AND REPLACED WITH NEW BOLLARDS.
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5. THE FUEL ISLAND AREA IS PROPOSED TO BE POURED BACK INTO PLACE WITH 10-INCH CONCRETE.

		Hartwell	Great Lakes	Luigi	Rotundo	Corrigan
	Quantity					
Mobilization	1	4000	4000	0	2000	3045.17
A/V Route	1	500	850	1187	200	3750
Subgrade undercut Type II	36 cyd	3060	2520	2909.88	2340	4500
Erosion Control	1	300	250	86.67	50	250
		7860	7620	4183.55	4590	11545.17
Pavmt Removal	711	12798	8389.8	6235.47	15642	12104
Conc Bollard Remove/Dispose	8	3200	1400	325.04	1200	200
Conc Bollard Remmove/Reset	6	3600	4050	925.02	4800	300
		19598	13839.8	7485.53	21642	12604
Agg Base 22 AA limestone	365 syd	6408	5909.6	7120	7120	6443.6
Dr Structure Adjust	1	500	750	500	300	650
Conc Pavement Nonreinf 8 in	660 syd	38610	49500	64752.6	52747.2	65043
Raised Island	52 syd	4446	4037.8	6725.16	5091.84	6409
Conc Bollard	8	6400	10400	5600	6400	2056
		56364	70597.4	84697.76	71659.04	80601.6
		\$ 83,822.00	\$ 92,057.20	\$ 96,366.84	\$ 97,891.04	\$ 104,750.77

Farmington City Council Staff Report	Council Meeting Date: March 18, 2024	Item Number 6D												
Submitted by: Charles J. Eudy, Superintendent														
Agenda Topic: Fuel Pump/Recording Equipment Replacement														
Proposed Motion: Move to approve the replacement of Fuel Pumps & Recording equipment to Corrigan Oil Company located in Brighton, Michigan in the amount of \$11,412, a plus \$5,000 contingency for electrical conduit replacement, totaling \$16,412 subject to any minor amendments to the final from of the City Manager's office and the City Attorney's office.														
Background: <p>Access to the gasoline and diesel fueling pumps and recording equipment, available 24/7/365, is provided at the Public Works Facility for Public Works and Public Safety. The gasoline & diesel fuel pumps and recording equipment is past its life expectancy, repair parts are not available to maintain the fuel recording equipment, and the monthly fuel reports are not balancing due to the age of the fuel recording equipment.</p> <p>Our current fuel supplier provides the double wall fuel storage tanks currently in use at no cost. The fuel pumps and fuel recording equipment are our responsibility to maintain/replace. The current fuel supplier recommended to contact O. W. Larson to supply a quotation for the fuel island improvements.</p> <p>Several other vendors were contacted to supply quotes for the fuel island improvements, which would include an elevated concrete pad to locate the new fuel pumps, fuel recording equipment and if needed new fuel storage tanks. Placing the fueling equipment on an elevated concrete pad would reduce the exposure of the fueling equipment to the road salt during winter road maintenance operations. Corrigan Oil Co. proposal includes two options. Option #1 includes the fueling equipment, raised concrete fueling island, and 660 square yards of parking lot replacement. Option #2 is for fueling equipment only.</p> <p>Condition of the electrical conduit under the concrete is unknown and may require replacement, regardless which vendor is awarded the project following the removal of the concrete parking lot.</p>														
Quotes <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">O W Larson</td> <td>\$137,936.00 plus electrical conduit replacement</td> </tr> <tr> <td>R W Mercer Co.</td> <td>\$148,647.00 plus electrical conduit replacement</td> </tr> <tr> <td>Corrigan Oil Co. (option 1)</td> <td>\$115,810.77 plus electrical conduit replacement</td> </tr> <tr> <td>Corrigan Oil Co. (option 2)</td> <td>\$11,412.00 Pumps, recording equipment, and tanks.</td> </tr> <tr> <td></td> <td><u>\$5,000.00</u> Electrical conduit replacement</td> </tr> <tr> <td></td> <td>\$16,412.00 Total Option #2</td> </tr> </table>			O W Larson	\$137,936.00 plus electrical conduit replacement	R W Mercer Co.	\$148,647.00 plus electrical conduit replacement	Corrigan Oil Co. (option 1)	\$115,810.77 plus electrical conduit replacement	Corrigan Oil Co. (option 2)	\$11,412.00 Pumps, recording equipment, and tanks.		<u>\$5,000.00</u> Electrical conduit replacement		\$16,412.00 Total Option #2
O W Larson	\$137,936.00 plus electrical conduit replacement													
R W Mercer Co.	\$148,647.00 plus electrical conduit replacement													
Corrigan Oil Co. (option 1)	\$115,810.77 plus electrical conduit replacement													
Corrigan Oil Co. (option 2)	\$11,412.00 Pumps, recording equipment, and tanks.													
	<u>\$5,000.00</u> Electrical conduit replacement													
	\$16,412.00 Total Option #2													
Parking Lot concrete replacement and elevated fuel island will be awarded under a separate contract if Corrigan Oil is approved for the fuel pump and recording equipment replacement.														
Materials: Fueling equipment quotes														

PUBLIC WORKS FUEL ISLAND AND CONCRETE REPLACEMENT

	O W LARSON	R W MERCER CO	CORRIGAN OPTION 1	CORRIGAN OPTION 2
NEW FUEL PUMPS	X	X	X	X
NEW FUEL RECORDING EQUIPMENT	X	X	X	X
ELEVATED FUEL ISLAND PAD	X	X	X	X
FUEL ISLAND BOLLARDS	X	X	X	X
REPLACE ELECTRICAL CONDUIT	X	X	X see below	X see below
NEW FUEL TANKS			X	X
660 SQ/YDS PARKING LOT REPLACEMENT			X	X
NEW FUEL SUPPLIER			X	X
	\$137,936.00	\$148,647.00	\$115,810.77	\$11,060.00
ELECTRICAL CONDUIT CONTIGENCY			\$ 5,000.00	\$ 5,000.00
CONCRETE REPLACEMENT BY HARTWELL				\$ 83,822.00
	\$137,936.00	\$148,647.00	\$120,810.77	\$99,882.00



PETROLEUM PROPOSAL/CONTRACT

2322 Brooklyn Rd. Jackson, MI 49203 (517) 787-2960 ph. (517) 787-8111 fax
4585 Executive Drive Portage, MI 49002 (269) 321-2280 ph. (269) 321-2285 fax
3366 Three Mile Rd., NW Walker, MI 49544 (616) 453-7444 ph. (616) 453-7813 fax
12870 Inkster Rd Redford, MI 48239 (313) 286-3300 ph. (313) 766-4850 fax
3124 Commerce Center Dr. Saginaw, MI 48601 (989) 753-4016 ph. (989) 753-9360 fax
2801 Dickerson Rd. Gaylord, MI 49734 (989) 732-2971 ph. (989) 732-5329 fax
4022 Merchant Rd. Ft. Wayne, IN 46818 (260) 489-3566 ph. (260) 489-0738 fax

Legal Company Name

City of Farmington

Proposal Submitted to Chuck Eudy	Phone 248-533-6298	Fax	Date 9/15/2022
Street Address 33720 West 9 Mile Rd.	Site Name Same	Job #	Site Phone
City, State, Zip Code Farmington, MI 48335	Site Location - Address Same		
Contact Email ceudy@farmgov.com	Job Description Replace fuel system	Proposal Submitted By: Jason R. Foster	

We appreciate the opportunity to submit the following proposal.

Please review the following Scope of Work:

A. EXCAVATION:

**Mobilize to location and power down, lock out/tag out for fuel system.
Customer to have Oakland Fuels bring in temporary tanks brought in during the time of construction.
Customer to have tanks emptied by Oakland Fuels prior to our arrival.
Disconnect all components, piping, pumps, and conduits/wiring from existing tanks.
Disassemble and remove containment structure and covers on tanks and dispose.
Set existing tanks to the side for recovery by Oakland fuels.
Saw cut and excavate a 24' x 17' area to prep for tank pad.
Saw cut and excavate a 3' x 80' trench to building for conduits.**

B. TANKS:

**Customer to acquire two (2) 1,000 gallon, double-walled tanks from Oakland Fuels for new system.
Tanks assumed to come with no equipment or components installed.**

C. MANHOLES/SPILL CONTAINERS/OVERFILL:

Furnish and install tank-top spill buckets, overfill valves, and connections for fills.

D. PIPING:

**Furnish and install 2" vent risers for tanks.
Furnish and install 1.5" product piping for Gasboy dispensing.**

E. DISPENSERS:

Furnish and install two (2) Gasboy Astra remote pumping units, one for each tank.

F. HANGING HARDWARE:

Furnish and install two (2) sets of nozzles, swivels, breakaways, and nozzles for dispensing.

G. FUEL MANAGEMENT:

Furnish and install Gasboy Site Prime Master and Satellite, one on each end of the tanks.

H. TANK MONITOR:

Furnish and install site gauge for interstice sensing and clock gauge with battery operated overfill alarm.

I. CONCRETE:

**Form and pour a 24' x 17' x 8" tank slab, elevated above surrounding grade, with 16 bollards.
Patch trenched area with concrete, up to 240 sq. ft.**

**Standard R.W. Mercer Co. Terms and Conditions will apply including winter/frost clauses.*

J. PERMITS:

Pull all permits as required for installation. Permit fees and/or impact fees not included.

K. ELECTRICAL:

**Price assumes to leave existing light pole in place, run new conduit and wiring for the light.
Furnish and install conduits and wiring for two pumps.
Furnish and install conduits and wiring for fuel management systems.
Furnish and install conduits for future ATG system.
Furnish and install wiring for Clock Gauges alarm at tanks.**

L. SERVICE:

Start up, commission for warranty and calibrate dispensing equipment.

M. AREA LIGHTING:

Existing to remain and be reused.

NOTE:

- Due to the significant increases/volatility of pricing for steel, copper and PVC, that are being assessed by certain vendors, R.W. Mercer Co. shall not be responsible for any price increase it may receive from manufacturers or suppliers that are made without notice prior to shipment. Such unanticipated increases in price shall be applied directly to the Contract Sum and paid by Owner including applicable mark-up and taxes
- Does not include dewatering, environmental testing, removal or disposal of contaminated soils or liquids if found.

Prices stated are firm for 15 days from the date of this proposal.

We propose to furnish the above, in accordance with the specifications as referenced below, for the **TOTAL SUM** of:
One Hundred Forty Eight Thousand, Six Hundred Forty Seven Dollars and NO/100.....\$148,647.00

Payment to be made as follows: **25% Down Payment; Construction Draws as Necessary; Major Equipment Billed and Due Upon Shipment from Vendor; Final Balance Due Net 10 upon completion.**

Acceptance: Customer hereby accepts the Terms and Conditions set forth on the reverse side of this contract. Customer is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. R.W. Mercer Co. is authorized to perform the work as specified. This Proposal/Contract is subject to credit approval and may be revoked before acceptance.

Note: Once this proposal is approved, you will receive a contract electronically for signature.



INDUSTRIAL & AUTOMOTIVE • LUBRICANTS • HOME HEATING OILS • DIESEL • KEROSENE • GASOLINE • DEF • PROPANE

February 29, 2024

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

Dear Chuck:

Corrigan appreciates the opportunity to service you. We are pleased to offer you the following quotation.

Equipment Lease:

PRODUCT	ORDER QUANTITY	PRE-TAX LEASE FEE
1050-gallon double wall tank w/ e-vents, Spill pot, 90% alarm and gauge	2 @ \$ 1.00 each	\$ 2.00 (one-time fee)
110V pump w/ hose, nozzle, filter	2 @ \$ 25.00 each	\$ 50.00 (one-time fee)
Delivery /Pick up Fee	2 @ \$150.00 each	\$ 300.00 (one-Time fee)
Total		\$ 352.00

FuelCloud Purchase Option: (2) 1050 Gallon tanks

PRODUCT	ORDER QUANTITY	PRE-TAX PRICE
FuelCloud Box (UL)	1 @ \$3,150.00 each	\$ 3,150.00
FuelCloud Link Box	1 @ \$2,750.00 each	\$ 2,750.00
IPad Bundle (IPad,case,nema enclosure)	1 @ \$1,750.00 each	\$ 1,750.00
IPad Pedestal	1 @ \$1,200.00 each	\$ 1,200.00
Installation parts	1 @ \$ 700.00 each	\$ 700.00
Installation labor	1 @ \$1,360.00 each	\$ 1,360.00
Trip Charge	1 @ \$ 150.00 each	\$ 150.00
		\$11,060.00

FuelCloud Monthly Subscriptions:

Monthly subscription (1-3 Cloud Box)	\$95.00
Monthly subscription, \$5.00 per monitor	\$10.00
I pad subscription	\$27.50

FuelCloud Lease Option: (2) 1050 Gallon tanks

PRODUCT	ORDER QUANTITY	PRICE
FuelCloud Management System	1 @ \$450.00 each	\$450.00 per month

FuelCloud Monthly Subscriptions:

Monthly subscription fees are included in the monthly lease fees.



775 N. Second • Brighton, MI 48116
(810) 229-6323 • (800) FAST-OIL • Fax (810) 229-4970

INDUSTRIAL & AUTOMOTIVE • LUBRICANTS • HOME HEATING OILS • DIESEL • KEROSENE • GASOLINE • DEF • PROPANE

TERMS OF SERVICE

Customer will be responsible for all electrical.

Quote pricing dependent upon electricity being available at the tank location and all tanks sitting next to each other. E-stop must be located 20-100 feet away from point of dispensing; if it is not available, it can be provided at an additional cost.

On-site training is included with the purchase of FuelCloud fuel management system.

FuelCloud monthly fees are to be paid to FuelCloud directly.

Lead time: 14-21 business days.

Payment terms: Net 15

Ref: E23179C

Equipment pricing is subject to review in 30 days.

Orders may be placed via email through orders@corriganoil.com or by phone at (800) FAST OIL. We thank you for the opportunity and look forward to further discussion.

Ken Kuhn
(517) 376-0006
kenk@corriganoil.com

See Terms & conditions @Corriganoil.com

Customer acceptance signature: _____ Date: _____

*Submission of PO will be considered acceptance of terms above in lieu of customer signature.

THE OSCAR W. LARSON COMPANY

Corporate Office: 10100 Dixie Highway, Clarkston, MI 48348

Ph: (248) 620-0070 – (248) 549-3610 * Fx: (248) 620-0071 – (248) 620-0072

6568 Clay Avenue SW, Grand Rapids, MI 49548

Ph: (616) 698-0001 – Fx: (616) 698-2265

2100 Milbocker Road, Gaylord, MI 49735

Ph: (989) 732-4190 – Fx: (989) 732-3377

1816 N. Telegraph Road, Dearborn, MI 48124

Ph: (810) 217-6524 – Fx: (313) 278-6030

26670 Glenwood, Suite B, Perrysburg, OH 43551

Ph: (419) 873-0555 – Fx: (419) 873-0559

4637 Poth Road, Suite B, Columbus, OH 43213

Ph: (614) 907-7629 – Fx: (614) 310-8896

321 Conover Drive, Franklin, OH 45005

Ph: (513) 813-7650 – Fx: (513) 813-7651

7626 Disalle Boulevard, Fort Wayne, IN 46825

Ph: (260) 496-9870 – Fx: (260) 496-9480

6462 Oaklandon Road, Indianapolis, IN 46236

Ph: (317) 337-9473 – Fx: (317) 337-9474

4706 Pinewood Road, Louisville, KY 40218

Ph: (502) 442-2308 – Fx: (502) 632-6382

1946-2023

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77

Years of
Excellence



To: City of Farmington DPW
33720 W. Nine Mile Rd.
Farmington, MI 48335

Date: REVISED 10/19/2023

Phone: 248-473-7250

Attention: Mr. Chuck Eudy

Email: ceudy@famrgov.com

- Conditions:**
- 1) This proposal is open for 30 days from the date stated above. However, prices of components, equipment and raw materials may increase before the date such items are ordered. If so, such increases will be added to the quoted cost. THE OSCAR W. LARSON COMPANY will itemize such costs upon receipt of a signed Proposal. If such cost increases are unacceptable to Customer, Customer may elect to cancel order under the terms of the Master Services Agreement.
 - 2) This Proposal and the Master Services Agreement constitute the full and complete agreement of the parties, and any inconsistent terms stated in any acceptance, invoice, purchase order, or any other document whatsoever are ineffective. This provision conforms to the requirements of RC 1302.10 (B) (1).
 - 3) Contract documents incorporated by reference as though fully stated herein:
 - 1) The Master Services Agreement
 - 2) This Proposal

Special Terms: 25% upon acceptance of proposal, 25% on commencement, balance prior to start-up (or) upon completion of proposal (Based on Approved Credit).

SUBJECT: Miscellaneous Fuel System Work

SCOPE OF WORK:

- 1) Disconnect all existing fueling equipment from electrical and make safe.
- 2) Remove existing area light pole/fixture and set aside for reinstallation.
- 3) Remove two (2) existing double wall aboveground storage tanks from their existing containment boxes, saving tanks for reinstallation and disposing of the boxes (Tanks to be emptied by customer).
- 4) Remove and dispose of the existing Keeguard System and Pumps.
- 5) Saw cut, demolish, and remove 21' x 22' area of concrete, existing area light pole footings, and a 24" x 53' electrical trench to building. (This will allow the tanks to be relocated 3' to the south)
- 6) Extend the existing electrical conduits in the tank pad to a new location of tanks to accommodate the tanks, area lights, and dispensers, and pull new wiring.
- 7) Furnish and install one (1) new area light pole footing.
- 8) Furnish and install twenty-two (22) new 4" straight steel bumper posts to include tallow plastic covers.
- 9) Furnish and install a 22' x 21' x 12" thick reinforced concrete tank pad to have 8" relevel above grade. (21AA stone to be placed before new concrete pad is poured)
- 10) Reinstall two (2) existing fuel tanks on new tank pad to include two (2) new pump platforms at end of tank pad to accommodate the new pumps.
- 11) Furnish and install two (2) new Wayne Reliance Service G6201 single hose suction pumps and plumb into existing tanks and terminate new wiring (includes two (2) new hose and nozzle packages).
- 12) Furnish and install one (1) new OPW PV200 Pro Base fleet management system and wire into new conduit. The system includes one (1) new PVPRO fuel island terminal, internal or external fuel site controller, and SQL Lite PC based software. System has numeric date entry only and includes standard setup and training.
- 13) Reinstall the existing area light pole/fixture and recement the 24" x 53' electrical trench.
- 14) Start up and purge new system.

TOTAL PRICE ... \$ 137,976.00

THE OSCAR W. LARSON COMPANY

Corporate Office: 10100 Dixie Highway, Clarkston, MI 48348

Ph: (248) 620-0070 – (248) 549-3610 * Fx: (248) 620-0071 – (248) 620-0072

6568 Clay Avenue SW, Grand Rapids, MI 49548

Ph: (616) 698-0001 – Fx: (616) 698-2265

2100 Milbocker Road, Gaylord, MI 49735

Ph: (989) 732-4190 – Fx: (989) 732-3377

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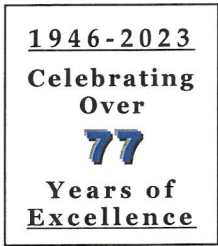
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To: City of Farmington DPW
33720 W. Nine Mile Rd.
Farmington, MI 48335

Date: REVISED 10/19/2023

Phone: 248-473-7250

Attention: Mr. Chuck Eudy

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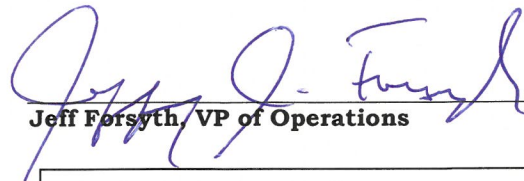
SUBJECT: Miscellaneous Fuel System Work

NOTES:

- 1) The above price does not include the following: Permit fees, dewatering of the site, contaminated soil or liquid disposal, winter working conditions or any repairs made to the customers' existing equipment beyond what is outlined in the scope of work above.
- 2) Price is based on normal wire pull through existing conduits and normal backfill during excavation.
- 3) Pricing is based on reusing all existing tank top equipment.
- 4) All normal Oscar W. Larson Co. terms and conditions apply.

ACCEPTANCE: This Proposal, when accepted by the purchaser, and approved by a Corporate Officer of the Oscar W. Larson Company, will constitute a contract between us, subject to all terms and conditions contained in the Master Services Agreement. It is expressly agreed that there are no promises, agreements, or understanding, oral or written, not specified in this proposal and the Master Services Agreement.

Company Name
By: _____
Its: _____



Jeff Forsyth, VP of Operations

The Oscar W. Larson Company
By: _____
Its: Charles A. Burns, President
Date: _____

NEWCONTR 4.30.98 (REVISED 01.02.16.SR)

Farmington City Council Staff Report	Council Meeting Date: March 18, 2024	Item Number 6E
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Submitted by: Charles Eudy, Superintendent

Agenda Topic: Consideration to install building security at 33720 W. 9 Mile Road where the Public Works and Planning and Building Departments are located; and to enhance the existing camera system throughout the Downtown.

Proposed Motion: Move to approve the proposal submitted by Advanced Satellite Communication, Inc (ASC) for the installation of security cameras and door-proximity access controls for the Public Works/Planning and Building Facility, and to add cameras in the Downtown in the amount of \$140,031.85 with approximately 50% of that cost (\$69,000) coming from a MMRMA Risk Avoidance Program (RAP) Grant. This project will be scheduled after the 2024-2025 budget is approved by City Council.

Background:
City Hall and Public Safety had surveillance cameras and door-proximity access controls installed in 2016. Sundquist Pavilion/Riley Park surveillance was improved in 2022. The Planning and Building Department relocated to the Public Works Building in 2022. The facility also has a cell tower in the rear of the yard, as well as a Water Booster Station. Homeland Security also encourages increased protection measures for critical infrastructure. The increased number of visitors, permitting business, and contractors servicing the cell tower has brought the need for limiting access to the building and increasing security of the site.

The proximity access controls to nearly eliminate the keyed access points from the exterior and interior doors was the initial scope of this project that will remove the need to re-key doors in the future if an employee loses their keys or they do not return a duplicated key for the building when employment is terminated. The proximity access control and security cameras go hand-in-hand and is fiscally responsible to conduct the improvements at the same time. Thirteen (13) exterior and interior doors will be equipped with proximity access controls, which the current equipment at Public Safety would be utilized for authorizing access. The seven (7) security cameras mounted at three (3) locations would monitor all access points to the building and yard. The security cameras would be monitored by Public Safety. A few doors would not be equipped with proximity access controls but would instead have a new locking mechanism installed, eliminating the keyed access.

The City hosts multiple large-scale social events that bring thousands of people into town: Memorial Day Parade, Art On The Grand (June), Founders Festival and Parade (July), Harvest Moon (September) and the Light Up The Grand Parade (December). Alongside these events are smaller events such as the Farmers Market, Ladies Night Out, Riley Park Ice Rink events, and smaller city-sanctioned events. In addition, the DDA has developed two additional public parks to the downtown – Dinan Park and Masons Corner.

The revised scope of this project now includes installing more cameras to the footprint of these events. There are currently cameras located in the intersections of Grand River Avenue/Farmington Road, Grand River Avenue/Grove Street, Grove Street/Main Street; behind Los Tres Amigos and the Civic Theater; and in the Fresh Thyme front and rear lots. Cameras have also been installed inside the Sundquist Pavilion at Riley Park. There is also currently a pan/tilt/zoom (PTZ) camera on Grand River Avenue at Grove Street. It is important to expand the reach of this camera system to encompass the entirety of the Downtown footprint so officers can conduct surveillance and monitor events for incidents both criminal and community caretaking in nature. The current system has been pivotal in reducing City liability by disproving frivolous complaints and by documenting incidents. Proper documentation has decreased City liability by providing factual evidence to either corroborate or dispel claims.

This project would provide video coverage on Grand River Avenue at Liberty Street east to School Street; Farmington Road south to Alta Loma; and the entire of the parking lot north of Fresh Thyme, commonly known as the "South Lot". It is estimated that ten (10) additional 4-way cameras would cover this area. Infrastructure upgrades to the current system may be required to accommodate accessibility, video streaming, and storage.

Financial:
Approximately 50% matching funds (\$72,000) will be shared between the General Fund and the Water & Sewer Fund. The funding request is included in the 2024-2025 budget. If City Council approves the proposed purchase of the system, a purchase order will be processed to secure the pricing from ASC and to begin ordering the required equipment. Currently there is a 14-to-16-week lead time for some components of the system.

Materials:
ASC Security Systems Quote, assorted security layout & MMRMA Rap Grant Application



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

**Risk Avoidance Program (RAP)
Certification/Accreditation Program (CAP)**

Grant Application Submission Checklist

All applications must be COMPLETE by the published deadline in order to receive consideration for funding by the Membership Committee. MMRMA recommends that applications are submitted prior to the deadline in order for a timely review of your funding request and before presentation to the committee. Any applications that are incomplete or submitted past current deadlines will be held for review at a future committee meeting.

MMRMA reserves the right to refuse/return incomplete applications. All of the following MUST be completed/included with your grant application:

- Contact Information – The Membership Services Department welcomes a review prior to the grant deadline, applicant contact information will facilitate any follow-up discussion.
- Member Representative – The Member Representative is an individual within your municipality who has been designated as the primary contact with MMRMA. If you do not know the name of your Member Representative, please contact MMRMA.
- All sections of the application are answered completely, and address how grant funding for the product or service will reduce risk to your entity. One sentence answers are not sufficient. The quality and breadth of information contained in the grant application has an impact on the Membership Committee's decision of whether to approve or deny funding.
- The application is typed. *No exceptions.*
- The budget page is complete.
- Supporting documentation is attached. Supporting documentation may consist of quotes, bids, invoices, purchase orders, sales agreements, board/commission meeting minutes or other documents that provide additional information about the project described in your application and the budget associated with that project.
- Applicant signature.
- Member Representative signature – As defined previously, this individual is MMRMA's primary contact; the Member Representative must sign the grant application indicating approval to submit for grant funding.

Risk Avoidance Program (RAP)

NEW PROJECT APPLICATION FORM

PROJECT NAME:

MUNICIPALITY NAME:

DEPARTMENT INVOLVED:

ADDRESS:

PROJECT CONTACT:

DIRECT DIAL PHONE:

E-MAIL*:

ALTERNATE CONTACT (If Any):

DIRECT DIAL PHONE:

E-MAIL:

MMRMA MEMBER REPRESENTATIVE:**

PROJECT START DATE:

PROJECT END DATE:

*MMRMA will email confirmation of receipt and date of application review. If you do not receive this information, please check with MMRMA to ensure your application was received.

**The Member Representative is an individual within your municipality who has been designated as the primary contact with MMRMA. If you do not know who your designated Member Representative is, please contact MMRMA.

Submit completed applications to: Cara Ceci, Manager of Risk Management Services
Email: cceci@mmrma.org
Mail: 14001 Merriman Road
Livonia, MI 48154

MMRMA Risk Avoidance Program (RAP)

Please understand and be aware that MMRMA's Membership Committee reviews your grant prior to determining whether or not they will support the described project. Please take the time and effort to explain to them how your project will reduce claims or mitigate risk, exposure to litigation, etc. The quality and breadth of information provided can impact the Membership Committee's decision to approve or deny funding. All pages and sections of the application form **MUST** be complete prior to submission. Incomplete applications will not be accepted.

1. Provide a detailed description of project (if necessary, attach separate pages):



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

2. What is the problem you are trying to solve?

3. How will this project & plan of action help to solve the problem?



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

4. Does the project duplicate or incorporate previous attempts to solve the problem? (If yes, please explain.)

YES

NO

5. If benefits of this project will aid or involve other departments, agencies, municipalities, or organizations, please describe and list (Letters of support are encouraged; please attach):



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RISK MANAGEMENT
A U T H O R I T Y

6. Additional Information:

Grant Application Budget Worksheet

Please provide supporting documentation that aligns with the budgetary information. Supporting documentation may consist of quotes, bids, invoices, purchase orders, sales agreements, board/commission meeting minutes, or other documents that provide additional information about the project described and the budget associated with that project. Large project funding requests should include an itemized list of budget expenses that cross-reference supporting attachments so that it is clear what various components of the project cost. Grant funds requested should not exceed 50% of the overall project budget. If grant is approved, MMRMA requires a copy of the invoice (not a purchase order or purchase requisition) and the cancelled check in order to provide grant reimbursement.

TOTAL PROJECT COST: \$

OTHER SOURCES CONTRIBUTING FUNDS: (Please list below)

Organization:	Amount:
----------------------	----------------

TOTAL FROM OTHER SOURCE: \$

RAP FUNDS REQUESTED: \$

Signature of applicant:

Date:

Print Name (Member Representative):

Title:

Signature (Member Representative):

Date:

Farmington City Council Staff Report	Council Meeting Date: March 18, 2024	Item Number 6F
Submitted by: Kevin Christiansen, Planning and Building Department Director		
Agenda Topic: Adoption of Proposed Amendment to the City of Farmington Code of Ordinances, Chapter 7, Buildings and Building Regulations, to Add a New Article III, Demolition		
Proposed Motion: To Approve Adoption of Ordinance No. C-_____-2024 Amending the City of Farmington Code of Ordinances, Chapter 7, Buildings and Building Regulations, to Add a New Article III, Demolition – SECOND READING		
Background: The Planning and Building Department is recommending an amendment to the existing City of Farmington Code of Ordinances, Chapter 7, Buildings and Building Regulations, adding a new article providing standards/regulations for building demolition. The attached proposed amendment was prepared by the City Attorney after discussion and review with the Department. As proposed, the ordinance includes language from the Cities of Southfield and Pontiac. The ordinance has been updated/revised to address a typographical error and now consistently reflects the 6.0 foot height required for construction fencing. The City does not currently have a building demolition ordinance. City Council approved the First Reading of the proposed ordinance at their 3/4/24 meeting. The requested action is review of the proposed amendment, approval of the Second Reading, and adoption of the proposed ordinance.		
Materials: City of Farmington Code of Ordinances, Chapter 7, Buildings and Building Regulations Proposed City of Farmington Code of Ordinances Amendment, Demolition		

Chapter 7 BUILDINGS AND BUILDING REGULATIONS¹

ARTICLE I. IN GENERAL

Sec. 7-1. Adoption of the state construction code.

- (a) Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, the chief building inspector and designated building inspectors, plumbing inspectors, electrical inspectors, and heating and refrigeration inspectors of the city are hereby designated as the enforcing agency to discharge the responsibilities of the city under the above cited act. The city hereby assumes responsibility for the administration and enforcement of the Act throughout its corporate limits.
- (b) Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, Appendix G of the Michigan Building Code shall be enforced by the enforcing agency within the City of Farmington.
- (c) The Federal Emergency Management Agency (FEMA) flood insurance study (FIS) entitled "Flood Insurance Study, Oakland County, Michigan, and Incorporated Areas" and dated September 29, 2006, the Flood Insurance Rate Maps (FIRMS) panel numbers of 26125C0631F, 26125C0632F, 26125C0633F, 26125C0634F, 26125C0651F, 26125C0653F and dated September 29, 2006, are adopted by reference and declared to be part of Section 1612.3 of the Michigan Building Code.

(Code 1977, § 8.1; Ord. No. C-718-2006, § 1, 9-5-06)

Sec. 7-2. Fee schedules.

The council shall adopt by resolution a fee schedule. Such fees shall bear reasonable relationship to all costs, including overhead of services rendered.

(Code 1977, § 8.2)

Sec. 7-3. Board of examiners.

The city designates the board of examiners of the reciprocal heating council and the reciprocal refrigeration council to serve as its board of examiners.

(Code 1977, § 8.3)

Cross reference(s)—Administration, Ch. 2; boards and commissions generally, § 2-251 et seq.

¹Cross reference(s)—Department of building inspection, § 2-181 et seq.; community development, Ch. 11; fences, Ch. 13; fire prevention and protection, Ch. 14; historical preservation, Ch. 17; dangerous structures, § 19-26 et seq.; construction noises, § 19-123; planning, Ch. 23; property maintenance, Ch. 24; signs, Ch. 25; soil removal on landfills, Ch. 26; streets, sidewalks and other public places, Ch. 28; water and sewers, Ch. 34; zoning, Ch. 35.

Sec. 7-4. Electrical licenses.

Pursuant to the laws of this state, the city authority for issuing electrical licenses is hereby transferred to the state.

(Code 1977, § 8.4)

Cross reference(s)—Business registration and licensing generally, Ch. 8.

State law reference(s)—Licensed electrical contractors, MCL 338.881 et seq.

Sec. 7-5. Performance guarantees.

- (a) Whenever a provision of this Code or state law requires the deposit of cash, certified check, irrevocable bank letter of credit or surety bond as a condition of issuance of a permit or to insure faithful completion of the improvements, the deposit shall be held by the city clerk/treasurer in an appropriate account for that purpose. Such deposits shall be returned to the permittee upon fulfillment of the terms for the issuance of the permit. Cash deposits in excess of five thousand dollars (\$5,000.00) shall be returned in reasonable proportion to the ratio of work completed on the required improvement as the work progresses.
- (b) It shall be a condition of each permit for which performance guarantees are required, that the permittee maintain on file with the city department of public services a current address for purposes of receiving notices required by this section. Notices shall be by first-class mail, postage pre-paid, addressed to the address on file.
- (c) It shall be a condition of each permit for which performance guarantees are required that the permit be fulfilled within one (1) year of the date of issuance and the permittee claim redemption of his or her deposit within the same period. Upon failure of the permittee to do so, the city clerk shall provide written notice to the permittee of the city's intent to retain the deposit unless claim is made and all permit conditions satisfied within thirty (30) days. Upon expiration of the notice period the clerk shall transfer the deposit to the general fund as amounts owed to the city for administration and enforcement of the Code regulations pertaining to building activity.

(Ord. No. C-634-96, § 1, 10-7-96)

Secs. 7-6—7-25. Reserved.

ARTICLE II. MOVING OF BUILDINGS²

DIVISION 1. GENERALLY

²Cross reference(s)—Moving of buildings along streets, § 28-4.

State law reference(s)—Moving buildings or obstructions, MCL 247.188 et seq.

Sec. 7-26. Definitions.

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

Building means and shall include all structures having a roof supported by columns or walls for the shelter, support or enclosure of persons, animals or chattels.

Street means and includes all roads, highways, alleys and other ways of vehicular travel in the city open to the public.

(Code 1977, § 8.21)

Cross reference(s)—Definitions and rules of construction generally, § 1-2.

Secs. 7-27—7-45. Reserved.

DIVISION 2. PERMIT

Sec. 7-46. Required.

In any case where any person seeks to move any building or structure, he shall first apply for a permit in accordance with the state building code. If the building or structure is not to be located within the city, he shall in addition obtain a permit as required in section 28-4. In any case where such building or structure is to be located or relocated upon any lot or parcel of land within the city, the applicant shall first obtain a permit under the provisions of this division. No permit required under the provisions of this division shall be issued until the council shall first have approved the issuance thereof and the applicant shall have complied with all the requirements of this article.

(Code 1977, § 8.22)

Sec. 7-47. Investigation and report.

The city manager shall investigate every application for a permit required under the provisions of this article and if he shall find that the following conditions exist, he shall report his findings to the council:

- (1) That the building as relocated will comply in all respects with chapter 35;
- (2) That the building proposed to be moved is in sound condition and capable of being safely moved over and across the streets of the city and placed on its proposed new location without material damage thereto;
- (3) That when placed on its proposed new location with necessary repairs and restoration, the building will harmonize with existing buildings in the neighborhood.

(Code 1977, § 8.23)

Sec. 7-48. Notice and hearing.

Within fifteen (15) days after filing of the application for permit under the provisions of this division, the city manager shall file his report, in writing, with the city clerk and if the report of the city manager is favorable, the

city clerk shall as soon as possible give notice of the pendency of the application to the owners of real estate on both sides of the street within a distance of three hundred (300) feet from the location to which such building is proposed to be moved, which notice shall advise the owners that the council will consider such application at its next meeting to be held more than five (5) days subsequent to the mailing of such notice. Such notice shall be given by mailing same by ordinary mail at least five (5) days prior to such hearing, addressed to the owners as shown by the name and to the address as shown in the current tax rolls of the city. Thereafter at the date given in such notice the council shall hold a public hearing at which any person may be heard on any matter bearing on the preliminary determination by the city manager. Following such public hearing, the council shall make a final determination with respect to such factors and if it shall confirm the report of the city manager, it shall, by resolution, authorize the issuance of a permit for the moving of such building. Otherwise, such permit shall be denied.

(Code 1977, § 8.24)

Sec. 7-49. Fee.

Every application for a permit under the provisions of this article shall be accompanied by a fee as prescribed by resolution of the council. If a permit is not issued, the city shall retain one-half the fee to cover its expenses of investigation and the remainder shall be returned to the applicant.

(Code 1977, § 8.25)

Sec. 7-50. Building permit.

No permit under the provisions of this article shall be issued unless the applicant shall have made application for a building permit to cover all phases of repair and restoration of the building on its moved location. Such permit shall include any repairs or restoration found necessary by the building inspector or city engineer in connection with the investigation of the proposed removal of the building made by the city manager. All moved buildings and structures shall be completely repaired, restored and put in condition for occupancy within one hundred twenty (120) days after moving operations commence. No such building or structure shall be occupied until a certificate of occupancy and compliance shall have been issued therefor.

(Code 1977, § 8.26)

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF FARMINGTON

ORDINANCE NO. C-____-2024

AN ORDINANCE TO AMEND THE CITY OF FARMINGTON CODE OF ORDINANCES, CHAPTER 7, “BUILDINGS AND BUILDING REGULATIONS,” TO ADD A NEW ARTICLE III, “DEMOLITION.”

THE CITY OF FARMINGTON ORDAINS:

Section 1 of Ordinance. Ordinance Amendment.

Chapter 7, “Buildings and Building Regulations,” of the City of Farmington Code of Ordinances is hereby amended to add a new Article III, “Demolition,” to read as follows:

ARTICLE III. – Demolition

Section 7.51. - Purpose.

It is the intent of these demolition specifications to ensure that all demolitions within the City of Farmington are performed in a manner that provides the highest level of public health and safety for its residents and property owners and, further, that the overall welfare of the community as a whole is served. It is also understood that it is in the best interest of the City of Farmington to require 100 percent removal of all foreign materials from any demolition sites and or partial sites for additions garages fences or any structure or object attached, connected or buried in the ground and that these materials be removed from the site and properly disposed of in accordance with all local, State, and Federal requirements. It is also understood that all demolition sites be vegetated when completed to avoid the future erosion of soil and to control runoff to adjacent properties.

It is understood that sites and properties may have environmental concerns that would affect the ability to remove 100 percent of the impervious surfaces. In these cases, if an owner wishes to only partially remove the structure or hard surfaces from a site, the owner/applicant, at time of application, must provide the City of Farmington with, at minimum, the results of ASTM (E1527 and E1903) Phase 1 and Phase 2 environmental assessments which have been filed and disclosed to the Michigan Department of Environmental Quality showing that the property or portion of a property is contaminated as described in PA 451 of 1994, the Natural Resources and Environmental Protection Act. Demolition requirements and specifications may also be applied to building permits.

Section 7-52. - Permit application documentation.

All demolition(s) require a permit. The application for permit shall include:

- (1) A complete application form from the City of Farmington with site plan (signed by the owner of the property).
- (2) Proof of electric service disconnect.
- (3) Proof of gas service disconnect.
- (4) Proof of telephone service disconnect.
- (5) Proof of cable television/Internet disconnect.
- (6) Proof of soil erosion permit.
- (7) Proof of water service disconnect.
- (8) Proof of sewer service disconnect.
- (9) Proof of right-of-way permit from the City of Farmington and Michigan Department of Transportation or the Road Commission for Oakland County, if applicable.
- (10) MDEQ asbestos survey.
- (11) EPA ten-day notice.
- (12) Bonds as required by this article.

Section 7.53. - Description of demolition work.

Unless directed otherwise the contractor shall:

- (1) Completely remove and properly dispose of all structures, trash, rubbish, basement walls, floors, foundations, sidewalks, posts, steps, and driveways from the specified parcel.
- (2) Completely remove any fuel tanks, outdoor toilets and septic tanks, cisterns, and meter pits, and plug or abandon wells.
- (3) Completely remove the materials from the demolition site in accordance with Federal, State, and local regulations.
- (4) Completely remove and dispose of appliances and other items that may contain refrigerants in accordance with 40 CFR, Part 82. Appliances and other items that may contain refrigerants include, but are not limited to, refrigerators, freezers, dehumidifiers, and portable or central air conditioners.
- (5) Completely remove and legally dispose of mercury containing materials including fluorescent, high pressure sodium, mercury vapor, and metal halide light bulbs, and thermostats containing a liquid filled capsule. PCB containing materials include capacitors, ballasts, and transformers where the component is contained within a metal jacket and does not have a specific, legible label stating no PCBs are present.

- (6) Provide disconnect letters from all applicable utilities with application for permit before demolition, and/or obtain utility disconnect permits from the City of Farmington and allow for inspection of disconnect of any private utilities.
- (7) Perform site clearance, grading, and restoration.
- (8) Complete the demolition work in accordance with the plans and these technical specifications and any special provisions included in the approved demolition permit document.
- (9) Post all bonds determined in accordance with this code.

Section 7.54. - Protection of the public and properties.

(a) Littering Streets.

- (1) The contractor shall be responsible for removing any demolition debris or mud from any street, alley, or right-of-way resulting from the execution of the demolition work. Any cost incurred by the City of Farmington in cleaning up any litter or mud shall be charged to the contractor and be deducted from the maintenance and completion bond.
- (2) Littering of the site shall not be permitted.
- (3) All waste materials shall be promptly removed from the site.

(b) Street Closure.

- (1) If it should become necessary to close any traffic lanes, it shall be the contractor's responsibility to acquire the necessary obstruction permits and to place adequate barricades and warning signs as required by from the City of Farmington and Michigan Department of Transportation or the Road Commission for Oakland County, if applicable.
- (2) Street or lane closures shall be coordinated with the City of Farmington Department of Public Works.

(c) Protection of the Public by the Contractor.

- (1) Sidewalks. The contractor shall be responsible for any damage to public sidewalks abutting or adjacent to the demolition properties resulting from the execution of the demolition work. The cost of repair or replacement shall be considered incidental to the work and the contractor shall obtain all permits and pay any fees. Failure to repair the public property after notice will result in the City of Farmington having the work completed and the cost taken from the maintenance and completion bond.
- (2) Pedestrian Access. The contractor shall be responsible to place and construct the necessary warning signs, barricades, fencing, and temporary pedestrian sidewalks,

as directed by the City of Farmington, and to maintain alternate pedestrian access for sidewalks around the demolition site. The cost of these items shall be considered incidental to the work.

- (3) Temporary Fence. Temporary fence shall be erected around all excavation and dangerous building(s) or structure(s) to prevent access to the public. Such fence shall be at least ~~four~~ six (6) feet high, consistently restrictive from top to grade, and without horizontal openings wider than two inches. The fence shall be erected before demolition and shall not be removed until the hazard is removed. Any /All fencing placed for the safety of the public is subject to and must be approved by the City of Farmington Building Official.
- (d) Demolition Hours.
 - (1) The contractor shall comply with the City of Farmington nuisance and noise ordinance as it relates to working hours.
 - (2) The contractor shall comply with all the City of Farmington applicable ordinances and restrictions.
 - (e) Noise Pollution. All construction equipment used in conjunction with this project shall be in good repair and adequately muffled. The contractor shall comply with the noise pollution requirements of the City of Farmington.
 - (f) Dust Control. The contractor shall comply with applicable air pollution control requirements of the City of Farmington, the County of Oakland, and the State of Michigan. The contractor shall take appropriate actions to minimize atmospheric pollution. To minimize atmospheric pollution, the aforementioned governmental entities or their designated representatives shall have the authority to require that reasonable precautions be taken to prevent particulate matter from becoming airborne. Such reasonable precautions shall include, but not be limited to:
 - (1) The use of water or chemicals for control of dusts in the demolition of existing buildings or structures, construction operations, the grading of roads, or the clearing of land. If using a hydrant for dust control, a permit is required and can be obtained from the City of Farmington Department of Public Works.
 - (2) Covering at all times when in motion open bed trucks transporting materials likely to give rise to airborne dusts.
 - (g) Requirements for the Reduction of Fire Hazards.
 - (1) Removal of Material. Before demolition of any part of any building, the contractor shall remove all volatile or flammable materials, such as gasoline, kerosene, benzene, cleaning fluids, paints, thinners, and similar substances.
 - (2) Fire Extinguishing Equipment. The contractor shall be responsible for having and maintaining the correct type and class of fire extinguisher on site. When a cutting

torch or other equipment that might cause a fire is being used, a fire extinguisher shall be placed close at hand for instant use.

- (3) Fires. No fires of any kind shall be permitted in the demolition work area.
 - (4) Hydrants. No material obstructions or debris shall be placed or allowed to accumulate within 15 feet of any fire hydrant. All fire hydrants shall be accessible at all times.
 - (5) Debris. Debris shall not be allowed to accumulate on roofs, floors, or in areas outside of and around any structure being demolished. Excess debris and materials shall be removed from the site as the work progresses.
 - (6) Telephone Service. The contractor shall arrange for access to and use of, during working hours, one or more telephones, land lines or cell phones in the vicinity of the work site for the purposes of making calls in case of fire or other emergencies. The contractor's foreman or at least one regular member of each shift shall be charged with the responsibility of promptly calling emergency services when necessary. The same person shall be required to inspect the building and the site frequently for possible fires or fire producing conditions and to apply appropriate corrective action, particularly at the close of work each working day.
- (h) Protection of Public Utilities. The contractor shall not damage existing fire hydrants, streetlights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities, or other appurtenances in the vicinity of the demolition sites. The contractor shall pay for temporary relocation of utilities which are relocated at the contractor's request for his convenience.
- (i) Protection of Adjacent Property.
- (1) The contractor shall not damage or cause to be damaged any public right-of-way, structures, parking lots, drives, streets, sidewalks, utilities, lawns, or any other property adjacent to the demolition. The contractor shall provide such sheeting and shoring as required to protect adjacent property during demolition. Care must also be taken to prevent the spread of dust and flying particles.
 - (2) The contractor shall restore existing agricultural drain tiles or roadway subdrains that are cut or removed to parcels released for demolition whether or not the property is scheduled for, including drainable backfill, to original condition. Repairs shall be subject to approval by the property owner where applicable, and by the City of Farmington.

Section 7.55. - Special conditions and maintenance bonds.

- (a) A special conditions bond shall be placed by the owner of the property when special conditions exist that would require that all or part of the property would not be completely removed as part of the demolition. These conditions shall be part of the approved demolition permit. The City of Farmington realizes that not all demolitions would require

complete demolition of a structure and its appurtenances. A redevelopment soon after demolition could have a site plan approved in advance of the demolition or be speculative. A subsurface contamination issue could cause a site to need to keep all or part of the impervious surfaces(s) for an extended period until remediation could be accomplished. A bond covering 120% of the portion of cost of the demolition that would not be completed shall be posted to assure that if the redevelopment does not occur or a site plan is not approved that the City of Farmington could use the bond to complete the demolition if necessary. All bonds held by the City of Farmington and later returned, shall be returned without interest.

- (b) A maintenance and guarantee bond shall be placed by the owner of the property for installed seed or sod areas for a period of one year from final inspection and approval to assure that all planting areas have established vegetation both for compliance with the zoning ordinance and State law. Again, if a bond is held by the City of Farmington and later returned, such bond shall be returned without interest. Value shall be determined by the Building Official based on 120% of the Value of the correction - restoration required.

Section 7.56. - Maintenance and completion bonds.

- (a) A maintenance and completion bond is required before any permit is issued for demolition. This bond is in addition to any bond required for soil erosion. The bond is to assure that all the requirements found in this article are adhered to. If the contractor fails to follow this article, the Building Official may declare an emergency, and after posting the unsafe condition for 24 hours may use the bond money to assure compliance with this article. Demolitions that are contracted directly by the City of Farmington are exempt from the bond requirements. After \$25,000.00 in cash has been posted for any demolition bond, the balance can be posted using an insurance surety bond with the understanding that in addition to the emergency measures stated above, the City of Farmington may also use the cash portion of the bond to pay any necessary legal or administrative expenses associated with gaining compliance with the surety company. Unused bonds shall be returned without interest after final inspection.
- (b) Bonds shall be charged as follows:
 - (1) One- and two-family residential demolitions bond: (per unit) \$2,500.00.
 - (2) Multifamily residential—commercial—industrial demolition bond: minimum \$10,000.00, and \$0.10 per square foot for each additional square foot up over 5,000 up to 100,000 square feet; plus, \$0.05 per square foot for each additional square foot up over 100,000 to 250,000 square feet; plus \$0.02 per square foot for each additional square foot over 250,000 up to 999,999 square feet; plus \$0.01 per square foot for each square foot over 999,999 square feet. All floor Areas must be calculated in the total square footage calculations.

EXAMPLE 250,000 sq ft building demolition bond

Minimum	\$ 5,000.00
.10 x 95,000 =	9,500.00
.05 x 150,000 =	7,500.00
Total Bond Amount	<hr/> \$22,000.00

- (c) Soil erosion, if covered by a separate SESC bond, shall not be a requirement for final inspection.

Section 7-57. -Vacating of buildings.

The structures identified in the permit documents shall be vacated before proceeding with demolition. In case the contractor finds that any structure is not vacated, the contractor shall immediately notify the City of Farmington and shall not begin demolition or site clearance operations on such property until approved and directed by the City of Farmington.

Section 7-58. - Permits, fees and bonds.

The contractor shall obtain all the necessary permits and pay all permit fees and post all bonds that are required by the City of Farmington in conjunction with the demolition work.

Section 7-59. - Demolition schedule.

The contractor shall be responsible for providing the City of Farmington with a minimum of 24 hours' advance notification prior to beginning the execution of demolition of any structure. The contractor shall be responsible for providing the City of Farmington with a minimum of 24 hours' advance notification when calling for inspection.

Section 7-60. -Demolition and removals.

- (a) Structural Parts of Buildings.
 - (1) No wall or part thereof shall be permitted to fall outwardly from any building except through chutes or by other controlled means or methods, which will ensure safety and minimize dust, noise, and other nuisance.
 - (2) Subject to site restrictions, outside chimneys or outside portions of chimneys shall be raised (removed) in advance of general demolition of each building. Any portion of a chimney inside a building shall be raised (removed) as soon as it becomes unsupported by reason of removal of other parts of the building.

- (3) Any part of a building, whether structural, collateral, or accessory, which has become unstable through removal of other parts, shall be removed as soon as practicable and no such unstable part shall be left freestanding or inadequately braced against all reasonably possible causes of collapse at the end of any working day.
- (b) Basements and Foundation Walls. All basement floors, footings, and foundations shall be completely removed from the site unless specifically stated in the special provisions of the approved demolition permit. The basement area is to be inspected and approved by the City of Farmington before backfilling is started. The contractor shall ensure that no basement excavation will remain open and exposed for more than 24 hours. The contractor shall contact the City of Farmington when removal is complete to schedule this basement inspection. Failure to do so may result in re-excavation of the basement area at the contractor's expense.
- (c) Concrete Slabs. The contractor shall remove all concrete slabs, asphalt, surface obstructions, masonry slabs, and appurtenances.
- (d) Retaining Walls. Retaining walls or curbs near the perimeter of parcels shall be removed unless otherwise indicated in the approved demolition permit. The contractor shall employ hand labor or other suitable tools and equipment necessary to complete the work without damage to adjacent public or private property. Where such retaining walls or curbs are removed, the embankment shall be graded to a slope of not greater than 3:1 horizontal: vertical or as directed by the City of Farmington Building Official.
- (e) Partially Buried Objects. All piping, posts, reinforcing bars, anchor bolts, railings, and all other partly buried objects protruding from the ground shall be removed. The remaining void shall be filled with soil and compacted in accordance with these specifications.
- (f) Vegetation. The contractor shall remove all dead trees, trees identified for removal, stumps, all trees which are not an asset to the property, bushes, vegetation, brush, and weeds, whether standing or fallen, unless specifically stated otherwise by the City of Farmington. The contractor shall protect all trees not removed from damage by the demolition operation. In the event that the contractor damages a tree, the tree shall be repaired or removed by the contractor as directed by the City of Farmington.
- (g) Fences, guardrails, bumpers, signs, clotheslines, and similar facilities shall be completely removed from the site, except fences on the apparent boundary between a contract parcel and an improved noncontract parcel shall not be removed unless specifically stated in the special provisions of the permit. All posts for support shall be pulled out or dug out so as to be entirely removed inclusive of the foundation.
- (h) Fuel Tanks. Fuel tanks, above or below ground, shall be carefully removed and disposed of in a safe manner in accordance with the State Fire Marshal's regulations and those of the Michigan Department of Environmental Quality.
 - (1) Fuel tanks, above or below the ground, or tanks which have been used for storage of gasoline, kerosene, benzene, oils or similar volatile materials shall be carefully

removed and disposed of in a safe manner. The time, place and manner of disposal will be as set forth in the demolition schedule.

- (2) All other tanks or receptacles shall be pumped out or emptied in a safe manner, and then shall be flushed out immediately with water, carbon dioxide, or nitrogen gas until they are gas free when checked with an “Explosimeter” or another equally efficient instrument, before the work of removal is begun. Checking with the “Explosimeter” shall be done in the presence of the City of Farmington Fire Marshal
- (i) Outdoor Toilets and Septic Tanks. Outdoor toilets and septic tanks shall be pumped out by a licensed hauling company. The toilet building or septic tank shall be demolished and removed from the site. The excavation or pit shall be backfilled and compacted in accordance with these specifications. Septic tanks shall be broken up and removed from the site and the excavation filled in accordance with the requirements of the City of Farmington, no debris is to be left or buried in the ground.
- (j) Cisterns and Meter Pits. Cisterns and meter pits shall be demolished and removed. The excavations shall be backfilled and compacted in accordance with the requirements of the City of Farmington, no debris is to be left or buried in the ground.

Section 7-61. - Well plugging and abandonment.

All wells shall be plugged and abandoned in accordance with the State of Michigan and County of Oakland regulations. The abandoned water well plugging record shall be filed upon completion of the well abandonment.

Section 7-62. - Disposal of demolition debris and solid waste.

- (a) Debris. All materials, rubbish, and trash shall be removed from the demolition area leaving the basements and demolition area free of debris. Any cost incurred by the City of Farmington in cleaning up such materials and debris left behind shall be deducted from funds due the contractor from their maintenance and cleanup bond.
- (b) Tires. The contractor shall assure no tires have been abandoned on site.
- (c) Disposal of Demolition Debris and Solid Waste. All debris and solid waste shall be delivered by the contractor to an approved disposal facility licensed in accordance with State and/or local regulations, laws, and zoning; provided, however, that such materials may be salvaged by or on behalf of the property owner upon written request signed by the property owner and approved by the City.
- (d) Asbestos Abatement. The handling of asbestos material is subject to all applicable State and Federal mandates. The contractor shall comply with applicable regulations regarding its handling and disposal. Asbestos shall be removed by a licensed abatement contractor in accordance with State and Federal law. In the event that asbestos is discovered on a property during demolition, the contractor shall also notify the City of Farmington and the asbestos shall be removed by a licensed abatement contractor.

- (e) Demolition of Structures with Transite Siding. The contractor shall be responsible for the proper handling of transite siding, and all demolition debris from these structures shall be disposed of in accordance with State and Federal law.
- (f) Freon Removal and Disposal. The handling of freon-containing appliances is subject to all applicable State and Federal mandates and regulations. The contractor shall be responsible for the identification, removal, and disposal of the material in accordance with applicable regulations.
- (g) PCB and Mercury Removal and Disposal. The handling of any fluorescent lighting fixtures and ballasts containing PCB or mercury is subject to all applicable State and Federal mandates and regulations. The contractor shall be responsible for the removal and disposal of the material in accordance with applicable regulations.

Section 7-63. - Backfill, grading, and cleanup.

- (a) Backfill. When site conditions permit, as determined by the City of Farmington Building Official or his designee, on-site soil may be used as backfill material. The top nine to twelve inches of topsoil shall be stripped and stockpiled on site for use as final topsoil and grading material. If adequate topsoil is not available on site, the contractor shall bring in enough topsoil from off site to place a minimum four-inch cover on the entire site. Excess excavation materials shall be removed from the site. Topsoil material shall not be permitted as deep fill material. Any borrow or fill material shall be approved by the City of Farmington Building Official or his designee or an approved third-party engineer before and during the placing of the material. All depressions on the property shall be filled, compacted to 95 percent capacity, and graded to a uniform slope with adequate drainage.
- (b) Compaction. All excavations shall be backfilled with acceptable material and compacted to 95 percent capacity.
- (c) Additional Fill Material. All additional fill material shall be of equal quality to the soil adjacent to the excavation and free of rubble or organic matter. The contractor shall provide for a minimum depth of four inches of topsoil over the excavated area.
- (d) Hand Labor. The contractor shall use hand labor where the use of power machinery is unsafe or unable to produce a finished job. Hand labor shall also be used to clean the site of any debris.
- (e) Grading. The site shall be graded to conform to all surrounding areas and shall be finished to have a uniform surface that shall not permit ponding of water. The contractor shall grade and shape the site to drain, complete fine grading, and final cleanup.
- (f) Final Cleanup. Before final approval of the demolition permit, the contractor shall remove all unused material and rubbish from the site of the work, remedy any objectionable conditions the contractor may have created on private property, and leave the right-of-way in a neat and presentable condition. The contractor shall not make agreements that allow salvaged or unused material to remain on private property. All ground occupied by the contractor in connection with the work shall be restored. Restoration shall include

appropriate smoothing to its original condition and include seeding with mulch of the area. Sod must be used in place of seed and mulch on all right-of-way areas. On demolition sites where seeding will be delayed because of the allowable seeding dates, the contractor shall complete fine grading and shaping of the site to leave the site in a neat and presentable condition subject to the soil erosion permit and approval of the City's applicable regulations.

Section 7-64. - Sanitary sewer and water service disconnections.

- (a) Sanitary Sewer Service Disconnection. All sanitary sewer services shall be disconnected and plugged by a licensed plumber who has secured the necessary permits. This cut and cap must be inspected and approved by the City of Farmington's Building Official, Plumbing Inspector or otherwise as permitted by State law when the cap is left on private property subject to special provisions on the permit or, by the City of Farmington's Department of Public Works when cut in the public right-of-way, prior to demolition or excavation. The Contractor shall also follow any requirements established by the Oakland County Water Resources Commission when applicable.
- (b) Water Service Disconnection. All water services and stubs for the buildings or properties within the demolition work area shall be disconnected in conformance with City of Farmington regulations by a licensed plumber who has secured the necessary permits. This termination of the water service(s) must be inspected and approved by the City of Farmington Building Official, Plumbing Inspector or otherwise as permitted by State law when the cap is left on private property subject to special provisions on the permit, or by the City of Farmington Department of Public Works when cut in the public right-of-way, prior to demolition or excavation. The contractor shall also follow any requirements established by the Oakland County Water Resources Commission.
- (c) Backfill and Compaction within City Right-of-Way.
 - (1) Streets. Unless stipulated otherwise the contractor shall backfill, compact, and patch the surface of all excavations made in streets. This shall be completed to the satisfaction of the City of Farmington Department of Public Works.
 - (2) City Right-of-Way. All areas within the City right-of-way (including parking and sidewalk areas) shall be compacted to the satisfaction of the City of Farmington Department of Public Works.

Section 7.65 - Safety and fencing.

- (a) Safety. The contractor shall comply with all applicable current Federal, State, and local safety and health regulations.
- (b) Safety Fencing. The contractor shall furnish and place a safety fence a minimum of six (6') feet in height around the entire site or area on the site or the work being demolished adequate to secure the demolition site, including any resulting debris or excavation, and to prevent pedestrian access as approved by the City of Farmington Building Official.

The fencing shall be of a type that obscures the site from being viewed from the outside a minimum of Six (6) feet in height, this can be accomplished by application of an opaque screening applied on the interior side of the chain link fencing material. The fence must be structural sound as approved by the City of Farmington Building Official.

The safety fence shall remain in place until the demolished materials are removed from the site and all holes or excavated areas are backfilled. The fencing material shall remain the property of the contractor.

Section 7-66. - Seeding.

All disturbed areas associated with the work shall be seeded and mulched or have sod placed, weather permitting. Seeding must conform to the current edition of the Urban Standard Specifications for Public Improvements except as may be modified by this code. The contractor shall provide seed mixtures in accordance with the specification; however, the seed shall be applied at 133 percent of the specified rate for the type of mixture specified.

Section 7-67 - Authorized workers.

Only the contractor and its employees are allowed to demolish, dismantle, detach, or dispose of any part of the demolition structure or its contents.

Section 7-68. - Daily cleanup of right-of-way and private property.

At the end of each workday, the contractor shall clean sidewalks, streets, and private property of any debris caused by the demolition operation.

Section 7-69. - Demolition by Implosion.

If demolition is intended to be undertaken by implosion of all or any portion of a structure and/or its appurtenances, the following requirements shall apply in addition to the requirements listed above:

- (a) The demolition permit application shall include a project overview which shall expressly identify and describe the following, and which project overview shall be subject to the review and approval of the city:
 - (1) Project time line starting twenty-four (24) hours prior to the implosion through the post implosion re-opening of roads and securing of properties;
 - (2) Sequence of intended activities;
 - (3) Name and contact information of the person(s) who will be the overall coordinator for the project;
 - (4) Traffic control plan, including all specific road and/or lane closures;
 - (5) Fencing plan;

- (6) Crowd control plan;
- (7) Weather projections and alternate plans due to weather related issues;
- (8) Quality control and safety measures. These measures shall include loading of explosives, initiation of explosive charge, protection of adjacent private and public properties, who will be allowed to access the site, etc.
- (9) Identify all third party consultants, including seismic consultant, sound monitoring consultant, safety consultant, etc.
- (10) Seismic and air monitoring plan, including a site map showing the location/placement of all seismic and air monitoring devices, pre and post event summary, etc.
- (11) Licensing and permit information, identifying all applicable licenses held by any firm/entity performing any implosion related services, and all permits required by appropriate governmental agencies.
- (12) Adjacent properties plan, identifying all such adjacent or affected properties and what notification has or will be made with such properties regarding the intended implosion.
- (13) Local utilities plan, including notification to all affected utilities (gas, power, telephone, water, sanitation, cable, etc.), review of intended activities and safety checks for both pre and just prior to implosion, and utility termination and disconnection letters where applicable.
- (14) Written evidence of the following insurance coverage shall be provided, and shall name the City of Farmington, and its officials, employees, and agents, as additional named insured, and other governmental agencies shall be included as additional named insured as warranted:
 - (i) Commercial general liability including coverage for:
 - (a) Premises/operations.
 - (b) Products/completed operations.
 - (c) Independent contractors.
 - (d) Personal injury.
 - (e) Contractual liability.
 - (ii) Limits of liability:

Each occurrence: \$2,000,000

Personal injury: \$2,000,000

General aggregate: \$2,000,000

Product/completed operations: \$2,000,000

Minimum excess/umbrella liability - Each occurrence \$25,000,000

General aggregate \$25,000,000

- (b) On the day of implosion, the following protocol shall be followed:
- (1) All perimeter safety fencing shall have been installed;
 - (2) A blast zone, a safety zone, and an extended zone shall be established and enforced;
 - (3) Adequate law enforcement, fire department, and/or private security shall be situated at/near the property, and site radios will be provided to assure appropriate communication through the time of implosion;
 - (4) Countdown will be as indicated on the time line submitted, including a two-hour to implosion check, a one-hour to implosion check, one-half-hour to implosion check, a twenty-minute to implosion check, and a ten-minute to implosion check. There will be a thirty-second countdown prior to implosion.
 - (5) Provisions shall be made to halt the countdown in the event any participant in the implosion process deems it necessary.

Section 7-70. - Variances.

Upon payment of the appropriate fee established from time to time by the City Council, any person aggrieved by the regulations in this article may file an application with the Building Official and have their position heard by the City of Farmington Construction Board of Appeals. The decision of the Board of Appeals shall be final.

Section 7-71. - Reserved.

Section 2 of Ordinance. Repealer.

All ordinances, parts of ordinances, or sections of the City of Farmington Code of Ordinances in conflict with this Ordinance are repealed only to the extent necessary to give this Ordinance full force and effect.

Section 3 of Ordinance. Severability.

Should any section, subdivision, clause, or phrase of this Ordinance 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 4 of Ordinance. Savings.

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this Ordinance takes effect, are saved and may be consummated according to the law in force when they were commenced.

Section 5 of Ordinance. Effective Date.

This ordinance shall be effective upon publication in the manner prescribed by law.

Section 6 of Ordinance. Enactment.

This Ordinance is declared to have been enacted by the City Council of the City of Farmington at a meeting called and held on the ____ day of _____, 2024, and ordered to be given publication in the manner prescribed by law.

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 on the ____ day of _____, 2024, the original of which is on file in my office.

Meaghan Bachman, City Clerk
City of Farmington

Adopted:
Published:
Effective:

Farmington City Council Staff Report	Council Meeting Date: March 18, 2024	Informational
Submitted by: Melissa Andrade, Assistant to the City Manager		
Agenda Topic: Minutes from City's Boards and Commissions		
CIA: January 2024 DDA: February 2024 Historical: March meeting on March 28, February minutes not yet approved Parking: No February meeting Pathways: February 2024 Planning: February 2024 ZBA: March meeting canceled Library: February 2024 Commission on Aging: Minutes not yet posted Farmington/Farmington Hills Arts Commission: Minutes not yet posted Commission on Children, Youth and Families: Minutes not yet posted Emergency Preparedness Committee: January 2024		

**CITY OF FARMINGTON
GRAND RIVER CORRIDOR IMPROVEMENT AUTHORITY
MINUTES
January 11, 2024**

CALL TO ORDER

The Farmington Grand River Corridor Improvement Authority meeting was called to order at 8:05 a.m. by Chairperson King.

Members Present: Acceturra, Carron, Graham, King, O’Dell, Thomas
Members Absent: Schneemann
Staff: Christiansen
Other: Fabio Cervi (Cervi Construction), Todd Craft (City Life Realty), Jennifer Gelletly (AKT Peerless), Doug McDowell (McDowell & Associates)

APPROVAL OF AGENDA

Motion by O’Dell, supported by Graham to approve the agenda. Motion approved unanimously.

APPROVAL OF MINUTES

Motion by Carron, supported by Graham to approve the December 14, 2023 minutes. Motion approved unanimously.

LEGION SQUARE: BROWNFIELD PLAN REVIEW – AMERICAN LEGION HALL, 31775 GRAND RIVER AVENUE

Director Christiansen reviewed a revised/final draft Brownfield Plan for Legion Square, a proposed Multiple-Family Residential Planned Unit Development (PUD) project, with the Board. Legion Square, is a preliminary/conceptually approved 30-unit attached townhouse condominium style apartment PUD project intended to be developed by Cervi Construction on the existing American Legion Hall property. Fabio Cervi, President of Cervi Construction, and Todd Craft, with City Life Realty, discussed the proposed project with the Board and answered questions. Jennifer Gelletly with AKT Peerless and Doug McDowell with McDowell & Associates discussed the revised/final draft Brownfield Plan for Legion Square with the Board and answered questions. Motion by Carron, supported by Thomas to recommend approval of the Brownfield Plan for Legion Square and to forward it to the Brownfield Redevelopment Authority for their review and consideration. Approved unanimously.

PUBLIC COMMENT

None.

BOARD COMMENT

Discussion regarding current development projects.

ADJOURNMENT AT 8:58 am



8:00AM Wednesday, Feb 7, 2024
City Hall Conference Room
23600 Liberty Street
Farmington, MI 48335

MINUTES

Called to order by Craft at 8:03am

1. Roll Call

Present: Claire Perko, James McLaughlan, Shawn Kavanagh, Todd Craft, Linda Deskins, Chris Halas, Johnna Balk, Tom Pascaris (8:05), Donovan Singleton (8:13am),

Others present: Kate Knight, Jess Westendorf

2. Approval of Consent Agenda

a. **Minutes: January 10, 2024 Regular Meeting**

b. **Minutes: November 16, 2023 DDA Design Committee**

Motion to approve the items on the Consent Agenda by Perko, second by McLaughlan.

Motion passes unanimously.

3. Approval of Regular Agenda

Motion to approve the items on the Regular Agenda by McLaughlan, second by Deskins.

Motion passes unanimously.

4. Public Comment

Opened and closed by Craft at 8:05am.

5. Executive Director Report

Thank you to the Board for attending and participating in our national Main Street accreditation in January.

We're hosting WDIV Channel 4 on Friday, February 9, as they continue their community focus series in Farmington. The other big news is Heights Brewing's Grand Opening.

We were notified that EGLE is in support of our Hillside Townes project at MTC. The next step is for the City of Farmington to submit the full application with a requested amount of \$1,000,000 to receive a crucial brownfield grant.

Our community's Redevelopment Ready annual stipend (\$35,000) was allocated to support architectural and site development fees for Initech of Farmington, LLC, development team at the former Castle Dental Lab site, 23333 Farmington Road.

Heart the Art is this weekend at GLP with a focus on Public Art at Masons Corner.

Join the Masons on Monday, February 20, President's Day, as Main Street Oakland County's Ron Campbell, AIA will be giving a brief introduction the lodge's French Renaissance Revival architecture and Oakland University's Dr. Carol Ekbo will present her findings on the impacts of the lodge from the perspective of our community residents. We will present Masonic Plaza plans.

We're rolling out our draft work plan for FY 2024-2025 in February. It's updated to reflect our implementation of Transformation, or Catalyst Strategy themes as developed by our Executive

Committee: Placemaking, with a secondary focus on Walkability. Thank you to Linda Deskins for her work in facilitating the strategy into current and future work plan tasks.

6. Consideration to Approve Sign Grant: KickstART

Motion by Kavanagh, seconded by Singleton that the DDA Board move to approve sign incentive application #01-24, received from KickstART, for their gallery at 23616 Farmington Road, in an amount not to exceed \$1,095.00, funds to be derived from 248-000.00-970 CAPITAL OUTLAY. Motion passes unanimously via roll call.

**Ayes: 9, Perko, McLaughlan, Kavanagh, Craft, Deskins, Balk, Pascaris, Singleton, Halas
Nays: 0**

7. Consideration to Approve Agreement with Grissim Metz Andriese and Assoc (GMA) for Landscape Architectural Services for Masonic Lodge Plaza/Masons Corner

Motion by Pascaris, seconded by Deskins that the board shall approve agreements with Grissim Metz Andriese Associates for landscape architectural services for the Masonic Plaza/Masons Corner, at an amount not to exceed \$34,500. Motion passes unanimously via roll call.

**Ayes: 9, Perko, McLaughlan, Kavanagh, Craft, Deskins, Balk, Pascaris, Singleton, Halas
Nays: 0**

8. Consideration to Authorize Deposit of Harvest Moon Event proceeds with Main Street Farmington Non-Endowed Fund

Knight gave an overview of Main Street Farmington Non-Endowed Fund and the board discussed options for allocation Harvest Moon proceeds to the non-endowed fund to apply to future projects.

9. Consideration to Approve FY 2023-24 Work Plan

Motion by Balk, seconded by Singleton, to approve the Work Plan FY 2024-25. Motion passes unanimously.

10. Committee Updates:

a. Promotions Committee

Heart the Art is in full swing with event prep and promotion for this weekend. Bicentennial committee is at work on festivities to incorporate year-round. Meeting is scheduled to consider current vendor contracts and other opportunities.

b. Organization Committee

Deskins updated on work plan progress.

c. Business Development Committee

Singleton updated on Dinan Park Series and collaboration with surrounding businesses.

d. Design Committee

Met to discuss sign grant applications and provide advisory comments to the Planning Commission on Mi.Mosa's plan for a permanent high-quality outdoor dining area.

e. Public Art Committee

Heart the Art is this weekend. Ticket sales are on track to sell out prior to the event; venue capacity is 120. Information regarding public space improvement plans across the street at Masonic Plaza available at the event. Artists will attend and present main public art concept for this summer's project.

11. Other Business

McLaughlan: The Farmington Fit Series is coming featuring: Bodhi Yoga, TRV Fit, Five Lakes Cross Fit, and Farmington Pilates Barre are committed got Wednesday evenings.

12. Board Comment

Craft: Expressed interest in continuing to serve as board president for next year and thanks for allowing him to serve in this role. Please convey interest on chair appointments to Knight.

13. Adjournment

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



FARMINGTON PATHWAYS COMMITTEE

7:00 p.m.

MINUTES

FEBRUARY 14, 2024

1. CALL TO ORDER

Meeting called to order at 7:02 pm

2. ROLL CALL

Present: Tim Prince, Maria Taylor, Chris Weber, Bill Gessaman, Joe VanDerZanden

Absent: Kevin Christiansen, Sue Lover

3. APPROVAL OF AGENDA

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

4. APPROVAL OF MINUTES

a. MEETING MINUTES, JANUARY 10, 2024

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

5. OLD BUSINESS

a. PATHWAYS PRESENTATION TO COUNCIL

Discussed and planned what projects Tim will include in upcoming presentation to City Council, including accomplishments and activities in 2023 and current ideas and focus.

b. NEW PATHWAYS COMMITTEE MEMBER RECRUITMENT

City Council is interviewing 2 more candidates next meeting, will have 4 total applicants to choose from for 2 vacant positions.

Pathways Committee agreed to further delay electing new officers until next meeting to have new members in place.

c. SHIAWASSEE BIKE PARK/PUMP TRACK

Chris will contact vendor to arrange to present at April meeting.

6. NEW BUSINESS

a. ANY NEW TARGET AREAS?

i. Freedom Road Sidewalk – Halstead to Tree Hill

A resident had a comment/issue – the sidewalk running south from Grand River along Halstead toward Freedom Rd. dead ends and is downhill from Freedom Rd for anyone continuing to the shoulder they would have to travel uphill over grass. Pathways Committee discussed options to improve. Chris planned to talk to city engineers about exploring adding a connection between the sidewalk and Freedom Rd.

ii. Farmington Road RFB and Speeding

Report of another person asking why the rapid flashing beacon was removed from the Farmington Rd. crossing by CVS and complaint of drivers speeding through that area. This is the 3rd or

4th mention of wanting the RFB to return to that location. The beacon was removed due to the streetscape and median island addressing slowing down traffic, crosswalk and signage seeming adequate and making the RFB unnecessary. Committee members feel they have observed slower traffic since completion of the streetscape project and that RFB could be of more use in other locations such as crossing on Grand River at Warner St. and/or at Liberty St.

Planned to ask Farmington Public Safety to have a traffic detail monitor traffic speed on Farmington Rd. near the crossing at CVS to report back findings at next meeting.

iii. Snow on sidewalks and walk signals/crossings

- Joe brought concerns about difficulty using sidewalks and crossing streets when snow is not removed from sidewalks and questioned the need for pushing a button to get a walk signal when snow is sometimes in the way of reaching the button rather than having walk signals automatically lit whenever traffic is stopped.

- Identified no walk signal present on Drake Rd. crossing at Freedom Rd., discussed obstacle of cost to add a signal and possible limited foot traffic.

- Lack of snow removal from sidewalk by businesses on the south side of Grand River between Lakeway St. and Orchard Lake Rd. making the sidewalk unusable at times while there is no crosswalk at Lakeway nor any crosswalks between Power Rd. and Orchard Lake Rd. Identified speed and lack of visibility of traffic downhill looking west on Grand River making adding a crossing likely unsafe. Discussed possibility of adding a safe crossing to Grand River at or near Lakeway in the future as part of the Grand River Corridor Development project.

Bill asked when resurfacing for the parking lot at Fresh Thyme is due to happen as the lot is deteriorating and referring back to past discussions of the library's story time path idea and creating a protected path through the parking lot for pedestrians. Chris explained that the city has approached the owners with a price for resurfacing and no progress has been made on scheduling the work. Concerns of safety of marking pathways without constructing more protection for pedestrians make it unlikely anything temporary will be done and will await the resurfacing project.

Maria shared that she received a complaint about brush on Power Rd. overhanging the sidewalk impeding foot traffic and requiring trimming. Joe agreed to check this area for the issue and report back findings.

b. ANY NEW CITY CONSTRUCTION PROJECTS?

i. Gill Road Design

Gill Rd. is scheduled to be redone in 2025 creating an opportunity for comments and suggestions for redesign. Discussed known resident comments and suggestions including bike lines, narrowing the road to slow down traffic (also identified this can include bike lanes), requests for more on street parking and other suggestions to limit on street parking or make safer as parked cars have been hit by traffic before. Also recommendations for narrowing the wide part near Freedom while others have pointed

out that school buses park there and parents drop their children off there so they want to see it preserved. Committee Members showed the most interest in adding bike lanes and slowing traffic. Planned to return to this topic in future meetings regarding making suggestions for the project.

Discussed a movement to change the methodology for changing existing speed limits from the current 85th percentile of drivers in a speed limit study to the 60th percentile, making it easier for communities to choose to lower speed limits. Maria volunteered to send a letter to state representatives supporting this resolution.

7. PUBLIC COMMENT

None

8. COMMITTEE MEMBER COMMENT

Tim suggested a need for easier pedestrian access to the Farmington Shopping Plaza in the future to allow for safer crossing of Orchard Lake at Grand River from that neighborhood and across Grand River pending future development in the old winery. Chris stated he thought the Grand River Corridor Improvement Plan included plans for improved crossings.

9. ADJOURNMENT

8:31 pm

Next meeting: MARCH 13, 2024

FARMINGTON PLANNING COMMISSION PROCEEDINGS
23600 Liberty Street
Farmington, Michigan
February 12, 2024

Chairperson Perrot called the meeting to order in Council Chambers, 23600 Liberty Street, Farmington, Michigan, at 7:00 p.m. on Monday, February 12, 2024.

ROLL CALL

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

OTHER OFFICIALS PRESENT: Director Kevin Christiansen; Recording Secretary Bonnie Murphy; Brian Belesky, Director of Media Specialist, Brian Golden, Media Specialist.

APPROVAL OF AGENDA

MOTION by Crutcher, seconded by Westendorf, to approve the agenda.
Motion carried, all ayes.

APPROVAL OF ITEMS ON CONSENT AGENDA

A. January 8, 2024 Minutes

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

SITE PLAN REVIEW – PROPOSED OUTDOOR STORAGE AREA, 22054 FARMINGTON ROAD, FARMINGTON CROSSROADS SHOPPING CENTER

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

Director Christiansen stated the Applicant/Petitioner has submitted plans for an outdoor storage enclosure to be located along the rear of the existing commercial building at 22054 Farmington Road at the Farmington Crossroads Shopping Center. The existing shopping center is zoned C-2, Community Commercial, outdoor display or storage that is permanent or is utilized for more than eight months during a calendar year, such as a garden center, is permitted in the C-2 district subject to site plan review in accordance with the requirements of Section 35-102 Table of Uses, special provisions, Subsection (a) of the Zoning Ordinance, a copy of which is attached with your staff packet. No changes regarding the existing commercial building or other site improvements are proposed. The submitted plans show a 21.5 x 47 foot x 6-foot high chain link fence enclosure with a gate on a concrete pad proposed to be located along the rear of the existing commercial building. A privacy screen for the fence is intended to be provided.

This would be the second outdoor storage enclosure along the rear of the Farmington Crossroads Shopping Center. An existing enclosure for Alexander's True Value Hardware was approved for the shopping center in 2013. A copy of the minutes from that approval, that site plan approval are attached with your staff packet. The requested action this evening of the Commission is to review the submitted outdoor sales display storage application and site plan for Farmington Crossroads Shopping Center. Paging down, this is the aerial photo for the Farmington Crossroads Shopping Center on the southeast corner of Nine Mile and Farmington Road. You'll note that there is the parking field that is out front of the L-shaped building and you can see the buildings and the units and the parking area again in front of the buildings and then to the rear, to the east and to the south, is the service area, that is the loading/unloading access to the rear of the units. You'll note, if you look at the east side, and this is adjacent to the rear of Alexander True Value Hardware, also, too, the rear of Ollie's, although it's not their enclosure but it's on their corner and then to the rear of Alexander True Value Hardware and that is the outdoor storage area that was approved in 2013 and you can see that here. What is proposed is a second outdoor storage area to the south of Alexander True Value Hardware so on its southeast corner behind the units that are there to the south and there's a site plan that we'll look at shortly here that shows that. Scrolling down, these are the minutes, site plan review for Alexander's True Value Hardware back in 2013 for the outdoor storage area that currently exists. This is Section 35-102 Table of Uses from the Zoning Ordinance, Article VII which are the commercial district regulations, so CBD, C-2 and C-3, you can see those headings at the top, retail, commercial, retail business and shopping centers, 50,000 square feet of floor area or less or the next one, 50,000 square feet of floor area, exceeding that are permitted uses and Special Land Uses but this is an existing shopping center. Paging down, Special Provisions, so this section here is the portion of the ordinance that refers to conducting business within a completely enclosed building and then it goes on to talk about outdoor sales storage areas. Businesses located within a shopping center as defined in this section, may be considered, so the shopping center exists, businesses located within a building that exceeds 10,000 feet, this is located in the CBD, etc. Items sold shall relate to the building or to the storage relate to the business itself. That is the intention here. Then they've got some details regarding standards for outdoor storage, outdoor display and how that is all achieved. What is being proposed is an enclosure, chain link 6-feet high to the rear of the building with the screening type material that is within the fence and that all meets ordinance requirements. What you're charged with is to review the site plan and then to consider that site plan and act on that plan.

Chairperson Perrot thanked Christiansen and called the Applicant to the podium.

Jason Nessler, Brixmor Properties came to the podium. He stated that he is the property manager of Farmington Crossroads Shopping Center. He then stated that he wants to

City of Farmington Planning Commission

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replicate the former storage area and clean up the back alley area. He then stated that Brixmor will retain the rights and maintain the fence and indicated a need to house things for summer.

Christiansen added this is a circumstance where items were getting beyond storage area with pallets, fertilizer, and there was not enough room in the enclosure.

Perrot asked if there have been any issues with the current storage area and Christiansen replied that there were no problems, just that the level of business necessitated extra storage.

Commissioner Majoros asked if this new addition would remove any parking spots and Nessler replied they will be losing two parking spaces but will move them down to a different location. Majoros asked if there were any traffic concerns and Nessler replied no.

Westendorf inquired about the dumpsters and Nessler replied there are two dumpsters that will be relocated.

Commissioner Gray asked if there was any intention to update existing wire fence or update privacy fence and Christiansen replied that the fence for the enclosure is in good shape and the new storage enclosure will be identical as far as materials.

MOTION by Majoros, supported by Kmetzo, to approve the site plan review for the Proposed Outdoor Storage Area located at 22054 Farmington Road, Farmington Crossroads Shopping Center.

Motion carried all ayes.

Perrot thanked the Petitioner.

DISCUSSION OF 2025-2030 CAPITAL IMPROVEMENT PROGRAM AND REQUEST TO SCHEDULE PUBLIC HEARING

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

Director Christiansen stated that this item is a request of the Planning Commission to schedule the required public hearing for the fiscal year 2025-2030 City of Farmington Capital Improvement Program. As you know this is an annual activity of the City of Farmington and certainly the Planning Commission is required by State Statute, the Planning Zoning Enabling Act of the State of Michigan requires that the City adopt a Master Plan and update that Master Plan periodically and along with that Master Plan is the implementation tool that is the Capital Improvement Program that outlines the desired

City of Farmington Planning Commission

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capital expenditures, improvements, facilities, equipment, etc. over a six-year period. And so the City updates the Capital Improvement Program annually as you are aware, there are a series of activities, the Planning Commission is charged by statute of the Michigan Planning Enabling Act with being responsible for the Capital Improvement Program, there is a Capital Improvement Program Steering Committee, there are then stakeholders, City boards, commissions, including City Council as well as the Planning Commission that weighs in on the Capital Improvement Program. The Steering Committee takes all of the interests, the inquiries, the recommendations and then puts together a draft plan. That draft plan is in process right now as you are aware and that plan will be before you in order to be considered by you at the required public hearing. If we look at the calendar we can see that the Planning Commission is green in color here, so November 13th the Planning Commission had some discussion, we've had some discussions since the fall time which is typical and we move back into the later fall, the Planning Commission formalizes items as will other boards, commissions make their input, too, the department heads then of the City also formalize their items and all of that is submitted to the Steering Committee. The Steering Committee holds three meetings and then puts together the draft plan. Where we are at right now is we are at February 12th and February 12th requires us to bring this item to you and for you to consider then and schedule the required public hearing. So, the request this evening is for you then to consider scheduling the required public hearing for the March 11th meeting for the 2025-2030 City of Farmington Capital Improvement Program.

Perrot opened the floor for questions or concerns about this item.

Majoros stated that historically we have used the same philosophy of how we've done it in the past, are these projects necessary for core infrastructure, is it for safety and resident protection, are there match grant opportunities, is it consistent with Master Plans, so keeping that as the philosophy I think, at least I do, that the subject matter experts know best, they know their department, they know the things that matter the most, and again as staff records like these are sort of broader aspirational and then the actual budget will be prioritized and then we'll look for resources based on the project. So, I think it was a good summary of some additions, it demonstrates the progress of things that happened and sets priorities as we move forward and so it's a pretty robust process, good team work, good representation and again, trust the experts that live this every day.

Perrot opened the floor for a motion from the Commissioners.

MOTION by Kmetzo, supported by Crutcher, to schedule the required public hearing for the 2025-2030 Capital Improvement Project for the March 11, 2024 Planning Commission Meeting.

Motion carried, all ayes.

UPDATE – CURRENT DEVELOPMENT PROJECTS

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

Director Christiansen stated things are moving full speed ahead as we enter 2024, there's quite a few projects you have been involved in and that the City is moving forward. The Maxfield Training Center project is nearing its final approvals, agreements that are necessary to be finalized in order for the developer/builder Robertson Brothers Homes to acquire the property as they have a purchase agreement to do so with the City so we anticipate that will happen shortly. Those agreements require action on behalf of the City with respect to finalize some of the approved elements and that should be done shortly and then Robertson Brothers should close on the acquisition of the property. That being the case, we can look to the project moving forward with engineering plans that have been submitted, receiving their final approval, permits that are required all being issued by the various entities that need to issue permits for the redevelopment and then once the property is acquired by Robertson Brothers, all the permits are in hand, the preconstruction meeting that is required being held and moving forward, so we anticipate that this spring. I can tell you last week I did have an opportunity to go into the Maxfield Training Center with the demolition company that is being retained by Robertson Brothers Homes for them to do an evaluation and assessment of the building in preparation for development of a proposal for demolition of the building and site elements that will be the first steps in moving forward with the project's redevelopment, there are some environmental issues to be dealt, there is some site issues as well as issues with the existing building, remediation has to take place but as that moves forward and once that is done and the demolition takes place and clean-up is done before redevelopment then we hopefully will see development of the project taking place in spring, beginning of the summer. So that's pretty exciting after all the time and effort of everyone involved, the interest of the stakeholders, it's a long time coming but certainly there's been quite a bit of coordination with everyone that needed to be involved so we're looking forward to that. The American Legion Hall, Legion Square, is moving forward. Their Brownfield plan went to the Brownfield Redevelopment Authority a week or so ago and was recommended for approval by the Authority to City Council, City Council is scheduled to consider the Brownfield Plan for the Legion Hall building, there's some remediation and environmental issues and then demolition of the building, similar to Maxfield Training Center in terms of it's an older building and some of the elements that have to be addressed for redevelopment. And that Brownfield Plan is on the agenda of the City Council for their meeting on February 20th and Public Notice has been published, so that is moving forward and once that takes place there will be agreements that are necessary to be put in place and once that happens then acquisition by the developer, Cervi Construction of Livonia, Michigan of the American Legion Hall property and they'll move forward with their site

remediation and also demolition in preparation for development, kind of a similar timeline, they anticipate a two-year cycle for this project and that project should start this spring as well. So, again, very excited about those two residential projects bringing new housing to Farmington which is something certainly much needed and certainly something that the City is focused on. We've got a number of other smaller projects, some new businesses that have come about in the City at different locations repurposing of existing buildings, units, such as My Suites Salon in the Downtown Farmington Center continues to progress in their build out and some new tenants in the shopping center there. You'll see some new business that has come about on Grand River as well in the Grand River Corridor and so there's quite a bit that continues to move forward with repurposing and occupancy as well. It's a very active time, quite a lot going on, and I'm looking forward to getting through the wintertime and having quite a bit going on come this spring.

PUBLIC COMMENT

None heard.

PLANNING COMMISSION COMMENT

Chairperson Perrot introduced this item and opened it up for comments.

Director Christiansen discussed training programs available for board and commission members.

ADJOURNMENT

MOTION by Crutcher, supported by Westendorf, to adjourn the meeting.
Motion carried, all ayes.

The meeting was adjourned at 7:40 p.m.

Respectfully submitted,

Secretary

Farmington Community Library Board of Trustees
Board Meeting - 6:00 p.m. – February 8, 2024
Draft

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

Board Members Absent: Muthukuda, Doby

Staff Members Present: Siegrist, Showich-Gallup, Baker, Peterson

Staff Members Absent: None

CALL TO ORDER

The Regular Board Meeting was called to order at 6:05 by President Ernie McClellan..

APPROVAL OF AGENDA

MOTION by Murphy to approve the Agenda for the February 8, 2024 Board meeting was supported by Brown.

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

Opposed: None

Motion passed.

APPROVAL OF MINUTES

MOTION by White to approve the Minutes of the Regular Board Meeting held on January 11, 2024,, was supported by Snodgrass.

Vote: Aye: Murphy, Brown, White, McClellan, Snodgrass

Opposed: None

Abstain: Hahn

Motion passed.

TREASURER'S REPORT (K. Brown)

MOTION by Brown to approve November expenditures totaling \$674,726.93 was supported by Hahn.

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

Opposed: None

Motion passed.

MOTION by Brown to receive and file January 2024 financial reports was supported by Snodgrass.

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

Opposed: None

Motion passed.

FRIENDS' REPORT (S. Charlebois)

- Friends' board is considering a citywide mailing this spring.
- A Giving Day will potentially be held during National Library Week in April.

Farmington Community Library Board of Trustees
Board Meeting - 6:00 p.m. – February 8, 2024
Draft

LIBRARY DIRECTOR'S REPORT (K. Siegrist)

- The regular March Library Board meeting will be held at downtown Farmington. Meeting, as always, is open to the public.
- New library cards based on designs by contest winners are now available. Getting a new card means getting a new patron number.
- Upcoming programs include Battle of the Books, the Odds and Ends Art Auction, and the Community Rummage Sale.

UNFINISHED BUSINESS

Michigan Class

MOTION by Brown to move money in Endowment Fund and \$4 million from Comerica Millage Money Market account into Michigan CLASS was supported by Murphy.

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

Opposed: None

Motion passed.

Defined Contribution Waiting Period

MOTION by Hahn to initiate 5-year vesting period for defined retirement contribution for new hires, with a library match of 50 cents to employee's dollar, up to five percent of salary, was supported by Murphy.

Vote: Aye: 2

Opposed: 4

Motion failed.

MOTION by White to initiate 5-year vesting period for defined retirement contribution for new hires, with a library match of one dollar to employee's dollar, up to five percent of salary, was supported by Brown.

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

Opposed: None

Motion passed.

Merit Pay Above Salary Range

MOTION by White to allow merit pay to be paid in lump sum if qualifying employee is at top of salary range was supported by Murphy.

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

Opposed: None

Motion passed.

Meeting Room Rental Fees

MOTION by Snodgrass to waive rental fees for meeting rooms was supported by White.

**Farmington Community Library Board of Trustees
Board Meeting - 6:00 p.m. – February 8, 2024
Draft**

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

Opposed: None

Motion passed.

SUBCOMMITTEE UPDATES

Personnel - none

Master Plan - none

NEW BUSINESS

Hold lockers - no motion

MOTION by Doby to add Dilhara Muthukuda to the Personnel Committee was supported by Snodgrass.

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

Opposed: None

Motion passed.

CORRESPONDENCE

None

PUBLIC COMMENT

None

TRUSTEE COMMENT

None

ADJOURNMENT

The Board meeting was adjourned by President McClellan at 7:26. The next meeting of the Library Board is scheduled for Thursday, March 7, at 6:00 pm at Downtown Farmington.

Respectfully Submitted,

Jim White, Secretary
Library Board of Trustees

MEETING MINUTES
FARMINGTON / FARMINGTON HILLS EMERGENCY PREPAREDNESS COMMISSION
JANUARY 8, 2024
FARMINGTON HILLS CITY HALL – VIEWPOINT ROOM
31555 W. 11 MILE RD.
FARMINGTON HILLS, MI 48336

CALLED TO ORDER BY: CHAIR AVIE AT 5:00 PM

MEMBERS PRESENT: SWEENEY, AVIE, SLOAN, HOPFE, SCHERTEL, IGWE, SIEGRIST, ECHOLS, WECKER, CIARAMITARO, THOMAS, FORSHEE

MEMEBRS ABSENT: WILLIAMS,

OTHERS PRESENT: Houhanisin (FPS), Yuskowatz (YMCA), Pankow (FHFD), Aldred (FH City Council), Piggot (FHPD)

CITIZENS PRESENT: J. Tyler (CERT)

APPROVAL OF AGENDA:

Motion by Wecker, support by Schertel, to approve the agenda as submitted.

Motion carried unanimously.

APPROVAL OF MINUTES:

Motion by Sweeney, support by Schertel, to approve November 6, 2023 meeting minutes as submitted.

Motion carried unanimously.

BUDGET ITEMS:

- Avie spent \$304.35 on an EPC sign

UNFINISHED BUSINESS: (none)

NEW BUSINESS:

- Avie wanted to thank the individuals who participated in the Light up the Grand.
- Free Narcan boxes out in partnership with Oakland County Emergency Management (each library, Farmington City Hall, The Hawk are up and running so far). Would like to put a box at the City Hall complex and police department.
- 3 positions up for renewal in Farmington Hills – all three would like to remain on the commission
- Commission elections:

- Chair: Wecker nominated. Wecker was unopposed. All in favor, none opposed.
- Vice Chair: Siegrist nominated. Siegrist was unopposed. All in favor, none opposed.
- Secretary: Echols nominated. Echols was unopposed. All in favor, none opposed.
- Passion Projects discussion. Commissioners were asked for ideas for EPC to move forward.
 - Wecker – EMS and emergency response.
 - Williams – getting the EPC message out via different medias.
 - Yuskowatz – get our message out into the schools and other areas more through PSA’s and community outreach.
 - Hopfe – senior fitness program at her church
 - Sweeney – martial arts and self defense
 - Echols – update and distribute the tip of the month for the council meetings
 - Schertel – promotion of smoke, CO and gas detection and the different services that the fire department provides
 - Ciaramitaro – scout outreach
 - Forshee – electric grid concerns and cyber attacks and being able to support a family for at least a week during power outages
 - Thomas – School outreach and connecting people with the EPC
 - Avie – getting the word out about the EPC
- Review of bylaws, lead by Schertel. Will email them out to everyone with revisions for discussion at the March 4 meeting.

COMMITTEE REPORTS:

- Technology Committee – we have a small following on Facebook

LIAISON REPORTS:

- **FPD (Houhanisin)** – new commanders, restructuring the command staff. New FPD liaison will be commander Rick Friess.
- **YMCA (Yuskawatz)** – Downtown YMCA is having an event for MLK. Fundraising breakfast on April 25, 2024 at the Farmington Hills YMCA from
- **FHFD (Pankow)** - Station 3 is now staffed 24/7 at Grand River and Middlebelt

PUBLIC COMMENT: (none)

COMMISSIONER COMMENTS:

- Avie – Founder’s Day parade on July 22, 2024 – will need assistance

NEXT MEETING DATE:

It was confirmed that the next meeting date is on Monday, March 4, 2024 in the Community Room.

ADJOURNMENT:

Chair Wecker adjourned the meeting at 6:00 pm.

Minutes taken by Secretary Echols