

Regular City Council Meeting 7:00 p.m., Monday, June 16, 2025 City Council Chambers 23600 Liberty Street Farmington, MI 48335

REGULAR MEETING AGENDA

- 1. ROLL CALL
- 2. PLEDGE OF ALLEGIANCE
- 3. PUBLIC COMMENT
- 4. APPROVAL OF ITEMS ON CONSENT AGENDA
 - A. City of Farmington Minutes
 - **B.** Farmington Monthly Payments Report
 - C. Farmington Public Safety Monthly Report
 - D. Appoint Abhijit Nikhade to serve a term on the Board of Review
 - E. Beautification Committee Reappointments
- 5. APPROVAL OF REGULAR AGENDA
- 6. PRESENTATION/PUBLIC HEARINGS
 - A. Public Safety Promotions
 - a) Sergeant Jimmy Wren to become a Commander
 - b) Officer Ryan Baessler to become a Sergeant
 - B. Commission on Aging Kathy Marshall
 - C. Public Hearing Fiscal Year 2025-26 Budget and Millage Rates

7. NEW BUSINESS

- A. Consideration to adopt Fiscal Year 2025-26 Budget and establish millage rates
- B. Consideration to adopt resolution to amend Residential Refuse/Recycling User Charge effective July 1, 2025
- C. Consideration to adopt resolution to amend Water and Sewer Rates, effective July 1, 2025
- D. Consideration to amend Employee Administrative Manual and Non-union Pay Plan effective July 1, 2025
- E. Consideration to adopt Downtown Development Authority's Fiscal Year 2024-25 Budget and establish 2025 Principal Shopping District Special Assessment
- F. Consideration to adopt Fiscal Year 2025-26 47th District Court, Brownfield Redevelopment Authority, Corridor Improvement Authority and Joint Agency Budgets

- G. Consideration to Amend Grand River Corridor Improvement Authority 2024-25 Budget
- H. Consideration to Amend Brownfield Redevelopment Authority 2024-25 Budget
- I. Consideration to Amend Fiscal Year 24-25 Budget
- J. Street Crack sealing/Over band RFP
- K. 2025 Sidewalk Program
- L. SOCPWA Mutual Aid Authority Agreement
- M. Warner Home Improvements Draw Request
- N. Firefighter Turnout Gear
- O. Avigilon Server/Security Camera
- P. Assessing Contract
- Q. Water Rate Study Contract
- 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.



Special City Council Meeting 6:00 p.m., Monday, May 05, 2025 Conference Room 23600 Liberty Street Farmington, MI 48335

SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on May 05, 2025, at 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 5:59 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
Deputy City Clerk, Sue Alvey
City Attorney, Beth Saarela
Executive Director DDA, Jessica Westendorf

2. APPROVAL OF AGENDA

Motion by Balk Seconded by Taylor

Resolved, move to approve the agenda as presented.

Motion carried unanimously 5-0

3. PUBLIC COMMENT

No members of the public spoke.

4. Closed Session: Confidential Correspondence from City Attorney

Motion by Taylor

Seconded by Balk

Resolved, move to convene into closed session at 6:04 PM to discuss confidential correspondence from City Attorney.

Roll Call Vote:

Yeas: LaRussa, Parkins, Schneemann, Taylor, Balk

Nays: None

Motion carried unanimously 5-0

Motion by Balk Seconded by Taylor

Resolved, move to convene back into Open Session at 6:55 PM.

Motion carried unanimously 5-0

5. Other Business

No other business was heard.

6. Public Comment

No members of the public spoke.

7. Council Comments

Balk provided an update regarding Founders Festival.

8. Adjournment

Motion by Parkins Seconded by Taylor

Resolved, move to adjourn the special meeting at 6:54 PM.

Motion carried unanimously 5-0

Joe LaRussa, Mayor	
Meaghan K. Bachman, City Clerk	



City Council Meeting 6:00 p.m., Monday, May 05, 2025 Conference Room 23600 Liberty Street Farmington, MI 48335

REGULAR MEETING MINUTES

A special meeting of the Farmington City Council was held on May 05, 2025, at 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 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	Present	
Maria Taylor	Councilmember	Present	

City Administration Present:

City Manager, David Murphy
Deputy City Clerk, Sue Alvey
City Attorney, Beth Saarela
Director of Public Safety, Bob Houhanisin
Treasurer- Finance Director, Jamie Pohlman
Public Works Superintendent- Chuck Eudy

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

Kristy Mack, member of the HOA Board for the Riverwalk Farmington community surrounding Flanders Park spoke in regards to the neighborhood exercise platform project and upkeep of the park and presented a petition.

Kelly Hansen, Letitia Dean, Colleen Wojciechowski, David Brandon, Katrina Cummins, members of the HOA Board for the Riverwalk Farmington Community surrounding Flanders Park spoke on the exercise platform project at Flanders park.

4. APPROVAL OF ITEMS ON CONSENT AGENDA

Special Event Application: Annual Power Middle School Band Concerts

Motion by Schneemann Seconded by Balk

Resolved, move to approval the consent agenda as presented.

Motion carried unanimously 5-0

5. APPROVAL OF REGULAR AGENDA

Motion by Schneemann Seconded by Balk

Resolved, move to approve the agenda as presented.

Motion carried unanimously 5-0

6. NEW BUSINESS

Resolution for Deer Management Agreement

Motion by Balk Seconded by Taylor

Resolved, move to adopt resolution for deer management within the City of Farmington and authorize the City Manager to sign written agreements subject to the City Attorney's final review of Agreements as it relates to Deer Management.

Roll Call Vote:

Yeas: Balk, LaRussa, Parkins, Schneemann, Taylor

Nays: None

Motion carried unanimously 5-0

7. PUBLIC COMMENT

Bob Sebulak commented on the deer management.

Kelly Hansen, member of the HOA Board for the Riverwalk Farmington Community commented on final thoughts regarding the park equipment platform project.

8. CITY COUNCIL COMMENTS

Schneemann suggested to put a pause on the equipment platform project at Flanders Park.

Taylor commented on the equipment platform project at Flanders Park and the future for the Governor Warner Mansion.

Balk commented on communication with residents and added on to Council member Taylor's comments.

Parkins seconded Schneeman's comments.

LaRussa commented on communication with residents in regards to upkeeping the parks and advised that all feedback can be submitted to the committee for the Parks and Recs Master Plan and continued and provided DTE update on outage targets.

9. CLOSED SESSION

Discuss Negotiations for Collective Bargaining Agreement

Motion by Schneemann Seconded by Balk

Resolved, to convene into closed session to discuss contract negotiations.

Roll Call Vote:

Yeas: Balk, LaRussa, Parkins, Schneeman, Taylor

Nays: None

Motion carried unanimously 5-0

Reconvene into Open Session at 8:08 PM.

Motion by Balk Seconded by Taylor

Motion carried unanimously 5-0

Vote on Closed Session Item

Motion by Schneeman Seconded by Taylor

Resolved, to ratify TPOAM agreement as presented.

Roll Call Vote:

Yeas: Balk, LaRussa, Parkins, Schneeman, Taylor

Nays: None

Motion carried unanimously 5-0

10.	Adjournment		
	Motion by Balk Supported by Taylor		
	Resolved, move to adjourn the regular meeting at 8:18 PM.		
	Motion carried unanimously 5-0		
Joe La	Russa, Mayor		
Sue Al	vey, Deputy City Clerk		



Special City Council Meeting 6:00 p.m., May 19, 2025 Conference Room 23600 Liberty Street Farmington, MI 48335

SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on May 19, 2025, at 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 6:01 PM by Mayor Pro Tem Balk.

1. ROLL CALL

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

City Administration Present:

City Manager, David Murphy
City Clerk, Meaghan Bachman
City Attorney, Beth Saarela
Assistant City Manager, Chris Weber
Public Safety Director, Bob Houhanisin
Finance Director, Jaime Pohlman

2. APPROVAL OF REGULAR AGENDA

Motion by Taylor Seconded by Schneemann

Resolved, move to approve the agenda as presented.

Motion carried unanimously 4-0

3. PUBLIC COMMENT

No members of the public spoke.

4. CLOSED SESSION: Discuss Negotiations for Collective Bargaining Agreement

Resolved, move to convene into closed session at 6:04 PM to discuss negotiations for collective bargaining agreement.

Roll Call Vote:

Yeas: LaRussa, Parkins, Schneemann, Taylor, Balk

Nays: None

Motion carried unanimously 4-0

Motion by Balk Seconded by Taylor

Resolved, move to convene back into Open Session.

Motion carried unanimously 4-0

5. Other Business

No other business was discussed.

6. COUNCIL COMMENTS

None.

7. ADJOURNMENT

Motion by Schneemann Seconded by Taylor

Resolved, move to adjourn the special meeting at 6:59 p.m.

Motion carried unanimously

Johnna Balk,	Mayor Pro Tem	

Meaghan K. Bachman, City Clerk	



REGULAR MEETING MINUTES

A meeting of the Farmington City Council was held on May 19, 2025, at 23600 Liberty Street, Farmington, Michigan. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 7:03 PM by Mayor Pro-Tem Balk.

1. ROLL CALL

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

City Administration Present:

City Manager, David Murphy
Assistant City Manager, Chris Weber
Assistant to the City Manager, Melissa Andrade
Public Safety Director, Bob Houhanisin
City Clerk, Meaghan Bachman
City Treasurer, Jaime Pohlman
DPW Superintendent, Chuck Eudy
City Attorney, Beth Saarela

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

Michelle DiMaria of 6125 St. James Drive, West Bloomfield spoke regarding deer culling concerns.

4. APPROVAL OF THE CONSENT AGENDA

Motion by Taylor Seconded by Schneemann

Resolved, move to approve the consent agenda as presented:

- A. City of Farmington Minutes
- B. Farmington Monthly Payments Report
- C. Farmington Public Safety Monthly Report
- D. Court Quarterly Financial Report

Motion carried unanimously 4-0

5. APPROVAL OF THE REGULAR AGENDA

Motion by Schneemann Seconded by Taylor

Resolved, move to approve the regular agenda as presented.

Motion carried unanimously 4-0

6. PRESENTATION/PUBLIC HEARINGS

a. Swearing in of Public Safety Officers Jonah Fanning and Jackson Murray

7. NEW BUSINESS

a. 9 Mile Retention Environmental Quality Basin

Motion by Schneemann Seconded by Parkins

Resolved, move to approve payment to Oakland County Water Resource Commission in the amount of \$13,257.13 for the 9 Mile Retention Environmental Quality Basin Electrical Service Equipment Repair Project.

Roll Call Vote:

Yeas: Balk, Parkins, Schneemann, Taylor

Nays: None

Motion carried unanimously 4-0

b. Consideration to Amend Fiscal Year 2024-25 Budget

Motion by Parkins Seconded by Taylor

Resolved, move to approve resolution amending Fiscal Year 2024-25 Budget.

Roll Call Vote:

Yeas: Parkins, Schneemann, Taylor, Balk

Nays: None

Motion carried unanimously 4-0

c. Consideration to Approve Certified 2025 Delinquent False Alarm Fees, Water and Sewer Bills, and Invoices for Placement on Tax Roll.

Motion by Taylor Seconded by Schneemann

Resolved, move to approve the presented lists of delinquent false alarm fees, water and sewer bills, and invoices for placement on the Farmington Tax Roll pursuant to City Code.

Roll Call Vote:

Yeas: Schneemann, Taylor, Balk, Parkins

Nays: None

Motion carried unanimously 4-0

8. PUBLIC COMMENT

No members of the public spoke.

9. CITY COUNCIL COMMENTS

No members of the Council spoke.

10.

Motion by Schneemann Seconded by Taylor
Resolved, move to adjourn the meeting at 7:27 p.m.

Motion carried unanimously 4-0

Adjournment

Joe LaRussa, Mayor

Meaghan K. Bachman, City Clerk

CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

MONTH OF MAY 2025

FUND #	FUND NAME	 AMOUNT:
101	GENERAL FUND	\$ 381,329.81
202	MAJOR STREET FUND	\$ 18,396.01
203	LOCAL STREET FUND	\$ 9,249.44
285	AMERICAN RESCUE ACT	\$ 2,642.45
401	CAPITAL IMPROVEMENT MILLAGE	\$ 15,950.84
592	WATER & SEWER FUND	\$ 484,453.39
595	FARMINGTON COMMUNITY THEATER FUND	\$ 22,588.39
640	DPW EQUIPMENT REVOLVING FUND	\$ 13,197.28
701	AGENCY FUND	\$ 2,245.00
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 51,003.23
	TOTAL CITY PAYMENTS ISSUED:	\$ 1,001,055.84
136	47TH DISTRICT COURT FUND	\$ 93,991.35
244	CORRIDOR IMPROVEMENT AUTHORITY FUND	\$ 3,496.32
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 189,615.64
	TOTAL OTHER ENTITIES PAYMENTS ISSUED:	\$ 287,103.31

TOTAL PAYMENTS ISSUED \$ 1,288,159.15

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

CITY OF FARMINGTON - ACH PAYMENTS REPORT

MONTH OF MAY 2025

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	258,899.75
General Fund	Federal Gov't	W/H & FICA Payroll	89,849.38
General Fund	MERS	Retirement Plans	138,560.17
General Fund	Total Administrative Services Corp.	Flexible Spending Accounts	3,301.14
Agency Tax	Farmington Public Schools	Tax Payment Final	92,633.38
Agency Tax	Oakland County	Tax Payment Final	60,748.45
Agency Tax	Farmington Comm. Library	Tax Payment Final	7,262.94
	TOTAL CITY ACH TRANSFERS		651,255.21
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	100,427.59
Court Fund	Federal Gov't	W/H & FICA Payroll	32,924.65
Court Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,823.78
Court Fund	MissionSquare	Retirement Plans	8,870.00
	TOTAL OTHER ENTITIES ACH TRANS	FERS	144,046.02



Farmington Public Safety Department

Public Safety Director Bob Houhanisin

May 2025 Public Safety Incidents

Assist Other Agency

On 05/09/2025 at approximately 07:48 PM Farmington Public Safety Officers were dispatched to the area of Farmington High School for a possible missing juvenile. Officers met with a concerned parent from a neighboring jurisdiction who advised that their child had been gone for about three hours and not answering their phone. The reporting party advised that their child was not where they were supposed to be, and their phone is now shut off. Using the phones' location the parents were concerned that the phone was last observed in the City of Farmington near the high school. Officers used investigative resources to locate the missing subject who was found safe in a nearby home.

Structure Fire

On 05/10/2025 Farmington Public Safety responded to a report of a structure fire on Hawthorne St. Dispatch advised that there were reports of heavy smoke and flames visible. Farmington Engine 2 arrived on scene reporting the deck was on fire with heat damage to the homes siding. Farmington Public Safety extinguished the fire using tank water. No injuries were reported.

Larceny

On 05/16/2025 at approximately 7:00 PM officers were dispatched to a late report of a larceny in the 33200 block of Freedom. The victim, an 87-year-old female reported that she left some property in a bag sitting in the common area of her apartment building. When she later went to get the items, they were gone. Currently, there are no suspects. The case has been forwarded to the detective bureau for investigation.

OWI 3rd Offense

On 05/15/2025 at approximately 7:00 PM officers on routine patrol conducted a traffic stop of a vehicle that was unable to maintain its lane. A subsequent investigation led to the arrest of the driver, a 31-year-old female for OWI 3rd offense. The case has been forwarded to the Oakland County Prosecutors office for warrant consideration. The suspect was held until sober and released.

MDOP

On 05/20/2025 at approximately 11:30 AM officers were dispatched to the 23600 block of Farmington Rd for a reported malicious destruction of property report. Officers met with the victim, a 39-year-old female who reported that she parked her vehicle in a parking lot earlier in the day. When she returned, she found a long key mark along the passenger side of her vehicle. The victim does not know who might have caused the damage. The area was canvassed for cameras, and no security cameras were found that had captured the incident. Currently there are no leads on a possible suspect.



OWI & Open Container

On 05/20/2025 at approximately 07:30 AM officers took a front desk report where the victim states that his credit card was used fraudulently totaling 4 transactions. The victim, a 35-year-old male reported that the retailer where the card was used is investigating the incidents. Currently there are no lead on possible suspect information and the case has been forwarded to the detective bureau for investigation.

Flee and Elude

On 05/29/2025 at approximately 10:45 PM an officer attempted to conduct a traffic stop of a motorcycle on Orchard Lake near Shiawassee. The motorcycle ran from the officer in an attempt to flee the stop. Officers gave a short chase when the motorcycle lost control and crashed. The suspect, a 22 year old male, was apprehended by officers and released to the hospital pending warrant presentation to the Oakland County Prosecutors office.

OWI & Open Container

On 06/01/2025 at approximately 01:30 AM officers on patrol stopped to conduct a welfare check on a vehicle stopped in the right hand turn lane of Grand River Ave east of Halsted. Officers made contact with the driver of the vehicle and conducted an OWI investigation. Officers also noted an open and ½ full bottle of liquor in the rear seat of the vehicle. The investigation led to the arrest of the driver, a 55-year-old female for open container and OWI. She was held until sober and released. The case has been forwarded to the prosecutors office.

CALL TYPE & QUANTITY

TOTAL CALLS	TRAFFIC STOPS	MEDICALS	FIRE CALLS	CRASHES
665	268	68	11	22

OWI	OUID	DWLS	WARRANT	FELONY
4	0	7	14	2



Farmington City Council Staff Report	Council Meeting Date: July 16.2025	Item Number 4D
Submitted by: Melissa Andrade, Assistant to the	•	
Agenda Topic: Appointment to the Board of Re		
Consent Agenda: Appoint Abhijit Nikhade to the ending December 31, 2028.	s Familigion board of Review to	a 3-year term
Background: City Council interviewed Abhijit No Development Authority on Jan. 16, 2024. He was was interested in other commission in his application. Board of Review. Abhijit spoke with Oakland Country the duties of a Review Board member and would this board.	s not appointed to that seat. Abhation. There is a vacancy on the unty Assessor Julian Emerson to	nijit indicated he Farmington o learn about

Materials:

Farmington City Council Staff Report	Council Meeting Date: June 16, 2025	Item Number 4E
Submitted by: Melissa Andrade, Assistant to th	e City Manager	
Agenda Topic: Farmington Beautification Comr	mittee Reappointments	
Consent Agenda: Reappoint Mike DeMott and Farmington Beautification Committee. This 3-year		
Background: Both committee members indicat is supported by Chair Carley Brandreth.	ted they'd like to remain on the c	ommittee. This
Materials:		

Farmington City Council Staff Report

Council Meeting Date: June 16, 2025 Reference Number 6C

Submitted by: David Murphy, City Manager

Agenda Topic: Public Hearing – Fiscal Year 2025-26 Budget and Millage Rates

Proposed Motion:

Open public hearing: accept comments from the public; close public hearing.

Background

On April 23, 2025 City Manager presented the 2025-2026 proposed budget to City Council. The City Manager provided a brief overview highlighting the proposed budget, including:

- The City is maintaining it's high quality services
- The City's overall millage rate is decreasing due to the headlee rollback
- Water and Sewer rates are increasing 5.7% to cover increases in GLWA water and sewer charges as well as providing additional funding for capital improvements
- Continued ambulance service through Farmington Hills

The Budget includes significant capital purchases and improvements such as:

- Public Safety Vehicles
- Fire Apparatus Maintenance
- DPW Roof
- Mansion Repairs
- Pathway to Shiawassee
- Downtown Parking Lot
- Caddell Drain Project
- Gill and Freedom Road
- Sidewalk Projects
- Rapid Flashing Beacons
- Sewer Lining
- Art Park Promenade

Subsequent to the budget presentation, the allocation of the Capital Improvement Millage Fund levy was changed. Originally the allocation was 1.3909 mills to the Capital Improvement Millage Fund and 1.3909 mills to the General Fund. The new allocation is 2.0000 mills to the Capital Improvement Millage Fund and .7818 mills to the General Fund.

At the June 2, 2025 meeting, City Council scheduled a public hearing for the proposed Fiscal Year 2025-26 budget and millage rates.

Farmington City Council Staff Report

Council Meeting Date: June 16, 2025

Reference Number 7A

Submitted by: David Murphy, City Manager

<u>Description</u> Consideration to Adopt Fiscal Year 2025-26 Budget and Establish Millage Rates

Requested Action Move to adopt resolution regarding Fiscal Year 2025-26 Budget and Millage Rates.

Background The City Manager submitted the Proposed Fiscal Year 2025-26 Budget at the April 21, 2025 Council meeting as required by the City Charter. The City Council reviewed the proposed budget at the April 23, 2025 study session.

As required by the City Charter and the Uniform Budgeting and Accounting Act, the City Council scheduled a budget and millage public hearing with the proposed overall millage rate set at 18.1618 mills. The public notice was published in the Oakland Press and posted on the City's website.

Included with this report is a summary of the overall fund budgets. The amounts in the resolution can be changed prior to the adoption of the budget. In addition, the resolution contains language to levy a total of 18.1618 mills, with 14.2318 mills for General Operating, 0.5500 for Capital Improvements, 2.0000 mills for Capital Improvements Millage Fund and 1.3800 mills for Road Improvement.

On April 23, 2025 Administration presented the 2025-2026 proposed budget to City Council. Subsequent to the presentation, the allocation of the Capital Improvement Millage Fund levy was changed. Originally the allocation was 1.3909 mills to the Capital Improvement Millage Fund and 1.3909 mills to the General Fund. The new allocation is 2.0000 mills to the Capital Improvement Millage Fund and .7818 mills to the General Fund.

MATERIALS:

Budget Adoption Resolution 2025-2026

CITY OF FARMINGTON

RESOLUTION _____

accordance with the provisions of the City Charter; and

Motion by,		se	conded	by,			, to ad	opt the	followi	ng res	solution	า:					
WHEREAS,	the City	Manager	has pre	sented	to the	Council	a propo	sed bud	dget fo	r the	fiscal	year	beginning	July	1, :	2025	ir

WHEREAS, the City Council has held public hearings in accordance with the provisions of the State Constitution and Statutes and the City Charter; now

THEREFORE BE IT RESOLVED that the Farmington City Council hereby adopts the FY 2025-26 budget as shown in the proposed FY 2025-26 budget document and including such changes to the proposed budget as approved by Council; and

BE IT FURTHER RESOLVED that the City Treasurer is hereby authorized to pay all claims and accounts properly chargeable to the appropriations contained in the FY 2025-26 budget, as may be amended by the Council from time to time, provided that said claims and accounts have been lawfully incurred and approved by Council or any other elected or appointed officer of the City authorized to make such expenditures; and

BE IT FURTHER RESOLVED that to meet the requirements for budgeted appropriations for the General Fund the City Treasurer is hereby directed to spread taxes on real and personal property in the amount of thirteen dollars and forty five hundredths (\$13.4500) per thousand dollars of Taxable Value to collect the charter authorized millage; and

BE IT FURTHER RESOLVED that to meet the requirements for budgeted appropriations for the Capital Improvement Fund the City Treasurer is hereby directed to spread taxes on real and personal property in the amount of fifty five hundredths (\$0.5500) per thousand dollars of Taxable Value to collect the charter authorized millage; and

BE IT FURTHER RESOLVED that to meet the requirements for budgeted appropriations for the General Fund the City Treasurer is hereby directed to spread taxes on real and personal property in the amount of seven thousand eight hundred eighteen ten thousandths (\$0.7818) per thousand dollars of Taxable Value to collect the 2018 voter approved millage; and

BE IT FURTHER RESOLVED that the City Treasurer is hereby directed to spread taxes on real and personal property in the amount of two dollars (\$2.0000) per thousand dollars of Taxable Value to collect the 2018 voter approved, dedicated millage for capital improvements; and

BE IT FURTHER RESOLVED that the City Treasurer is hereby directed to spread taxes on real and personal property in the amount of one dollar and thirty eight hundredths (\$1.3800) per thousand dollars of Taxable Value to collect the 1994 voter approved, dedicated millage for road improvements; and

BE IT FURTHER RESOLVED that property tax payments which have been deferred in accordance with State of Michigan Statutes may be unpaid until February 28 without penalty; and

BE IT FURTHER RESOLVED that the City shall collect a one percent (1%) administration fee on all taxes collected by the City; and

BE IT FURTHER RESOLVED that all summer taxes unpaid as of September 1 will incur a 1% collection fee and interest will be charged at the rate of 1% per month in accordance with the provisions of the City Charter; and, that all winter taxes unpaid as of February 15 through the last day of February shall be assessed a three percent (3%) penalty in accordance with the provisions of the State of Michigan Statutes; and

BE IT FURTHER RESOLVED that the following sums are hereby appropriated as the budget for the City of Farmington for fiscal year 2025-2026, beginning July 1, 2025 and ending June 30, 2026:

GENERAL FUND

Beginning Fund Balance (Projected)	\$	3,949,095
Revenues		
Property Taxes	\$	6,719,875
Licenses & Permits	Ψ	386,325
Federal Grants		30,431
State Shared Revenues		1,556,249
Charges For Services		2,351,068
Fines & Forfeits		380,000
Other Revenues		515,472
Transfer, Capital Improvement Fund		257,600
Total Revenues	\$	12,197,020
	·	, ,
Expenditures		
General Government	\$	2,635,395
47th District Court		536,604
Public Safety		5,819,263
Public Works		1,581,194
Health & Welfare		7,490
Community & Economic Development		102,612
Recreation & Cultural		998,516
Contingency		20,000
Transfer, Debt		746,823
Transfer, Theater		100,000
Total Expenditures	\$	12,547,897
Boyonya Oyar// Indar) Evnandituras	\$	(250.977)
Revenue Over/(Under) Expenditures	ð	(350,877)
Ending Fund Balance	\$	3,598,218

STREET FUNDS

MAJOR STREET FUND:		
Beginning Fund Balance (Projected)	\$	852,183
Revenues		
State Shared Revenue	\$	941,076
Contracts		135,834
Other Revenues		31,941
Transfer, Municipal Street Fund		570,000
Total Revenues	\$	1,678,851
Expenditures		
Construction	\$	1,241,750
Operation & Maintenance	•	416,863
Transfer, Local Street Fund		470,000
Debt Service		133,913
Total Expenditures	\$	2,262,526
Revenue Over/(Under) Expenditures	\$	(583,675)
Ending Fund Balance	\$	268,508

LOCAL STREET FUND:	
Beginning Fund Balance (Projected)	\$ 130,634
Revenues	
State Shared Revenue	\$ 397,043
Other Revenues	22,250
Transfer, Municipal Street Fund	40,000
Transfer, Major Street Fund	 470,000
Total Revenues	\$ 929,293
Expenditures	
Construction	\$ 613,500
Operation & Maintenance	 345,664
Total Expenditures	\$ 959,164
Revenue Over/(Under) Expenditures	\$ (29,871)
Ending Fund Balance	\$ 100,763

MUNICIPAL STREET FUND:		
Beginning Fund Balance (Projected)	\$	314,122
Revenues		
Property Taxes	\$	632,962
State Shared Revenue		5,895
Other Revenues		20,000
Total Revenues	\$	658,857
Expenditures		
Transfer, Major Street Fund	\$	570,000
Transfer, Local Street Fund	•	40,000
Total Expenditures	\$	610,000
Revenue Over/(Under) Expenditures	\$	48,857
Ending Fund Balance	\$	362,979

OTHER SPECIAL REVENUE FUNDS

OPIOID SETTLEMENT FUND:	
Beginning Fund Balance (Projected)	\$ 48,211
Revenues Opioid Settlement Revenue	\$ 16,000
Other Revenue	1,200
Total Revenues	\$ 17,200
Expenditures	
Opioid Mitigation	\$ 40,030
Total Expenditures	\$ 40,030
Revenue Over/(Under) Expenditures	\$ (22,830)
Ending Fund Balance	\$ 25,381

AMERICAN RESCUE ACT FUND:	
Beginning Fund Balance (Projected)	\$ 15,498
Revenues Federal Grants Other Revenue	\$ 70,000 450
Total Revenues	\$ 70,450
Expenditures	
Salaries, Full Time, Officers	\$ 70,000
Total Expenditures	\$ 70,000
Revenue Over/(Under) Expenditures	\$ 450
Ending Fund Balance	\$ 15,948

CAPITAL PROJECTS FUNDS

CAPITAL IMPROVEMENT FUND	
Beginning Fund Balance (Projected)	\$ 514,721
Revenues	
Property Taxes	\$ 249,108
Investment Income	 20,000
Total Revenues	\$ 269,108
Expenditures	
Transfer, General Fund	\$ 257,600
Total Expenditures	\$ 257,600
Revenue Over/(Under) Expenditures	\$ 11,508
Ending Fund Balance	\$ 526,229

CAPITAL IMPROVEMENT MILLAGE FUND	
Beginning Fund Balance (Projected)	\$ 1,274,727
Revenues	
Property Taxes	\$ 905,849
State Shared Revenue and Grants	3,005,047
Investment Income	19,721
DDA Contribution	 102,422
Total Revenues	\$ 4,033,039
Expenditures	
Capital Outlay	\$ 4,626,580
Debt	405,310
Total Expenditures	\$ 5,031,890
Revenue Over/(Under) Expenditures	\$ (998,851)
Ending Fund Balance	\$ 275,876

ENTERPRISE FUNDS

WATER & SEWER FUND:	
Beginning Fund Balance (Projected)	\$ 1,394,608
Revenues	
Water & Sewer Sales	\$ 6,056,094
Other Revenues	315,136
Bond Proceeds	2,500,000
Total Revenues	\$ 8,871,230
Expenditures	
Operations & Maintenance	\$ 5,212,367
Capital Outlay	2,697,902
Debt, Principal and Interest	664,674
Transfer, OPEB Debt Service	 39,306
Total Expenditures	\$ 8,614,249
Revenue Over/(Under) Expenditures	\$ 256,981
Ending Fund Balance	\$ 1,651,589

FARMINGTON CIVIC THEATER FUND:		
Beginning Fund Balance (Projected)	\$	(105,578)
Revenues		
Admissions/Rentals/Concessions	\$	409,205
Other Revenues		9,708
Transfer, General Fund		100,000
Transfer, Capital Improvement Fund		-
Total Revenues:	\$	518,913
Expenditures		
Operations & Maintenance	\$	515,063
Debt Service	Ψ	3,850
Capital Outlay		-
Total Expenditures	\$	518,913
Revenue Over/(Under) Expenditures	\$	-
Ending Fund Balance	\$	(105,578)

DEBT SERVICE FUNDS

NONVOTED DEBT SERVICE FUND:		
Beginning Fund Balance (Projected)	\$	2,942
Revenues Transfer, General Fund	\$	-
Total Revenues	\$	-
Expenditures	Φ.	
Maxfield Training Center Installment Total Expenditures	\$ \$	-
	·	
Revenue Over/(Under) Expenditures		-
Ending Fund Balance	\$	2,942

STREETSCAPE DEBT SERVICE FUND	
Beginning Fund Balance (Projected)	\$ -
Revenues	
DDA Contribution	\$ 71,693
Total Revenues	\$ 71,693
Expenditures	
Bonds, Principal	\$ 65,000
Bonds, Interest	6,393
Bonds, Paying Agent	300
Total Expenditures	\$ 71,693
Revenue Over/(Under) Expenditures	\$ -
Ending Fund Balance	\$ _

GROVE SPECIAL ASSESSMENT DEBT SERVICE FUND		
Beginning Fund Balance (Projected)	\$	49,082
Revenues DDA Contribution Other Revenues Total Revenues	\$	32,550 1,500 34,050
Expenditures Bonds, Principal Bonds, Interest Bonds, Paying Agent	\$	20,000 12,300 250
Total Expenditures	\$	32,550
Revenue Over/(Under) Expenditures	\$	1,500
Ending Fund Balance	\$	50,582

OPEB DEBT SERVICE FUND	
Beginning Fund Balance (Projected)	\$ 34,256
Revenues	
Transfer, General Fund	\$ 746,823
Transfer, Water & Sewer	39,306
Other Revenues	 1,000
Total Revenues	\$ 787,129
Expenditures Bonds, Principal Bonds, Interest Bonds, Paying Agent	\$ 635,000 150,079 1,050
Total Expenditures	\$ 786,129
Revenue Over/(Under) Expenditures	\$ 1,000
Ending Fund Balance	\$ 35,256

INTERNAL SERVICE FUNDS

EMPLOYEE ACCRUED BENEFITS FUN	D	
Beginning Fund Balance (Projected)	\$	59,958
Revenues Charges to Other Funds Other Revenues	\$	10,000 20,000
Total Revenues:	\$	30,000
Expenditures Salaries, Accrued Benefits	\$	10,000
Total Expenditures	\$ \$	10,000
Revenue Over/(Under) Expenditures	\$	20,000
Ending Fund Balance	\$	79,958

SELF INSURANCE FUND:		
Beginning Fund Balance (Projected)	\$	294,457
Revenues		
Charges to Other Funds	\$	216,769
Other Revenues		47,420
Total Revenues	\$	264,189
Expenditures		
Claims Expense	\$	53,272
Admin and Reinsurance	Ψ	216,769
Total Expenditures	\$	270.041
i otai Experiultures	Ψ	270,041
Revenue Over/(Under) Expenditures	\$	(5,852)
Ending Fund Balance	\$	288,605

DPW EQUIPMENT REVOLVING FUND	
Beginning Fund Balance (Projected)	\$ 419,020
Revenues	
Equipment Rental	\$ 576,679
Other Revenues	18,151
Total Revenues	\$ 594,830
Expenditures	
Operations & Maintenance	\$ 355,502
Capital Outlay	408,185
Total Expenditures	\$ 763,687
Revenue Over/(Under) Expenditures	\$ (168,857)
Ending Fund Balance	\$ 250,163

BE IT FURTHER RESOLVED that the City Manager shall prepare for the Council a financial report each quarter on the status of City funds as contained within the City budget.

ROLL CALL:	
AYES:	
NAYS:	
ABSENT:	
RESOLUTION	DECLARED ADOPTED

Farmington City Council Staff Report

Council Meeting Date: June 16, 2025

Reference Number 7B

Submitted by: David Murphy, City Manager

<u>Description</u> Consideration to Adopt Resolution to Amend Residential Refuse/Recycling User Charge

Requested Action Move to adopt resolution to amend Residential Refuse/Recycling User Charge effective July 1, 2025

Background

The Refuse/recycling user charge is structured to cover the full cost of residential refuse collection, yard waste collection, recycling, the household hazardous waste collection program, RRRASOC administrative costs, and the cost associated with the fall leaf collection program. The charge would be placed on the July and December tax bills for residential units.

The following 188 condominium units do not receive the leaf collection service in the Fall: Tana Hill (6), Adams Manor (6), Pinewoods (40), Winset (55), Tall Pines (3), and Heritage Village (78). The following 37 multijurisdictional housing developments do not receive leaf collection in the Fall: Mission Court/Lane (12), Lark Harbor Court (14), Woodhaven Court (3), Fairview Court (5), Freedom Road (3). As a result, a separate fee is charged that excludes the leaf collection costs for these 225 units. The attached resolution includes this separate charge.

Chapter 16 of the City Code contains a provision which allows the City Clerk to waive the recycling fee based on applications verifying economic hardship or permanent physical handicap. Each year, the clerk receives five or six such applications. The contract with Waste Management does not provide a per unit cost breakdown for the solid waste, recycling collection, and yard waste services. Therefore, City Administration has estimated the cost of the recycling fee and waiver to be \$160.76

Materials: Resolution

RESOLUTION

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING RESIDENTIAL REFUSE/RECYCLING USER FEE, AMENDING A REFUSE/RECYCLING FEE WITHOUT THE LEAF COLLECTION PROGRAM, AND AMENDING THE DOLLAR AMOUNT SUBJECT TO THE RECYCLING WAIVER, EFFECTIVE JULY 1, 2025.

- WHEREAS, the Farmington City Council is authorized by Section 16-34 of the Code of Ordinances to establish a residential user fee to defray the City's costs for providing solid waste collection and disposal, recycling collection and processing, recycling administration, yard waste collection and processing, leaf collection and processing, and household hazardous waste collection and processing services; and
- WHEREAS, the City of Farmington contracts with Waste Management, Inc. to provide solid waste collection, yard waste collection, and recycling collection services for residential customers in the City, for which the City pays a contractual fee; and
- WHEREAS, the City of Farmington has agreed to deliver recycled materials to the facility owned by the Resource Recovery and Recycling Authority of Southwest Oakland County (RRRASOC); and
- WHEREAS, the City of Farmington, along with other participating communities, contracts with RRRASOC to administer the recycling facility and other recycling programs in exchange for a fee paid to RRRASOC; and
- WHEREAS, the City of Farmington participates in the Household Hazardous Waste Collection Program administered by RRRASOC; and
- WHEREAS, as part of the City's recycling program, each fall the Farmington Department of Public Works collects and disposes of leaves raked to the curb by residents; and
- WHEREAS, the Refuse/Recycling User Fee is intended to defray the City's expenses in providing these services to its residents as estimated in the Fiscal Year 2025-26 Budget, effective July 1, 2025; and
- WHEREAS, there are 2,765 residential units that currently receive all of the refuse/recycling services within the City of Farmington; and
- WHEREAS, there are 188 condominium units that receive all of the refuse/recycling services except for the leaf collection program; and

- WHEREAS, there are 37 homes in small residential developments that have houses built in both Farmington and Farmington Hills and providing leaf collection services in these multijurisdictional developments would be impractical; and
- WHEREAS, in accordance with the preceding, the user fee would be based on the costs incurred by the City for the 2025-26 fiscal year in accordance with the following:

	Annuai	Per Unit
	<u>Budget</u>	Cost
Waste Management Service Contract	\$591,388	\$ 197.79
Recycling Administration	22,992	7.69
Hazardous Waste Collection and Services	31,000	10.37
Other Operating Expenses	<u>77,752</u>	26.00
Total	\$723,132	\$ 241.85

- WHEREAS, the unit price for residential units receiving leaf collection program service is \$51.72 based on a budgeted cost of \$143,005.80 for Fiscal Year 2025-26 and 2,765 residential units; and
- WHEREAS, Chapter 16, Garbage and Rubbish, of the City Code permits a waiver of the recycling fee based on economic hardship requirements specified in Section 16-34.5 or disability as contained in Section 16-27.5; and
- WHEREAS, City Administration is recommending that the amount for the recycling economic hardship waiver be \$160.76.
- NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby establishes a residential refuse/recycling user fees and recycling waiver amount as indicated below, effective July 1, 2025:
 - 1. Residential Refuse/Recycling fee \$293.57 with \$146.79 levied with the July 2025 tax bill and \$146.78 on the December 2025 tax bill
 - 2. Residential Refuse/Recycling Fee, Condominiums and multijurisdictional developments without Leaf Collection Program \$241.85 with \$120.93 levied with the July 2025 tax bill and \$120.92 levied on the December 2025 tax bill.
 - 3. The amount to be waived from the user fee for those residents qualifying for the recycling waiver under Section 16-34.5 or the disability waiver pursuant to 16.27-5 of the City Code is \$160.76.

AYES:
NAYES:
ABSENT:
ABSTENTIONS:
CERTIFICATION
I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City of Farmington City Council at a regular meeting held on June 16, 2025.
Meaghan Bachman, City Clerk

Farmington City Council Staff Report

Council Meeting Date: June 16, 2025

Item Number 7C

Submitted by: David Murphy, City Manager

Agenda Topic Consideration to Adopt a Resolution to Amend Water and Sewer Rates

Effective July 1, 2025

<u>Proposed Motion</u>: Move to adopt a resolution amending Chapter 11 of the City Fee Schedule, as presented, which amends the water and sewer rates, effective July 1, 2025.

Background:

The Great Lakes Water Authority (GLWA) increased the rates it charges the City of Farmington by 5.68% for Water and 4.31% for Sewer. The proposed amendment to the fee schedule increases the rates Farmington charges to its customers by 5.7% for Water and 5.7% for Sewer. The additional increase is proposed to provide additional funding for capital improvements to the system.

The rates will change as follows:

The face will change as follows:						
	Rates Effective	Rates Effective				
	7/1/24	7/1/25				
Water Consumption	\$6.59	\$6.96				
Charge (per 1,000						
gallons)						
Water Fixed Charge	\$38.67	\$40.86				
(per quarter)						
Sewer Consumption	\$8.30	\$8.77				
Charge						
(per 1,000 gallons)						
Sewer Fixed Charge	\$45.61	\$48.20				
(per quarter)						

For an average user using 11,000 gallons per quarter, they will see an increase of \$14.02 per quarter.

City Administration is recommending that the City Council adopt the attached resolution amending Chapter 11 of the City Fee Schedule, as presented. This resolution amends the water and sewer rates, effective July 1, 2025. Customer bills would not increase until the September utility bill.

Materials:

Resolution to Amend Water and Sewer Rates Chapter 11 of Fee Schedule

STATE OF MICHIGAN COUNTY OF OAKLAND CITY OF FARMINGTON

	RESOLUTION No.
WATER AN AUTHORIT QUARTER	TION OF THE FARMINGTON CITY COUNCIL AMENDING THE ID SEWER RATES, QUARTERLY GREAT LAKES WATER Y (GLWA) FIXED WATER AND SEWER CHARGES, AND LY INDUSTRIAL WASTE CHARGES AND INDUSTRIAL GES, EFFECTIVE JULY 1, 2025.
Motion by	, seconded by, to adopt the following resolution:
WHEREAS,	the City received notification from the GLWA and Oakland County regarding proposed increased rates that will be charged for wastewater treatment and potable water that will impact the Fiscal Year 2025-26 Water and Sewer Fund Budget; and
WHEREAS,	the increase in wastewater treatment rates will be 4.31% and the increase in water rates will be 5.68% for the Fiscal Year 2025-26; and
WHERAS, t	he City received notification from the GLWA and Oakland County regarding the increased rates associated with the Industrial Waste Charges and Industrial Surcharges; and
WHEREAS,	the City Manager's Proposed Fiscal Year 2025-26 Budget addressed the need to increase the water and sewer rates, the quarterly GLWA Fixed Water and Sewer Charges, and the quarterly Industria Waste Charges and Industrial Surcharges in order to maintain the existing level of services and financial integrity of the Water and Sewer Fund.
	REFORE BE IT RESOLVED that the Farmington City Council hereby amends the City Fee Schedule, Chapter 11 – Water and Sewer Rates, effective July 1, 2025 as attached and made part of this resolution:
	Chapter 11, Water and Sewer Rates
ROLL CALL Ayes: Nays: Absent:	

Meaghan Bachman, City Clerk

RESOLUTION DECLARED ADOPTED

CHAPTER 11

WATER AND SEWER RATES, FEES AND CHARGES SECTION 1 – FARMINGTON METERED USERS

Water Consumption Charge \$ 6.96 per 1,000 gallons of water used

GLWA Fixed Water Charge \$40.86 per premise served, quarterly

Sewer Commodity Charge \$8.77 per 1,000 gallons of water used

GLWA Fixed Sewer Charge \$48.20 per premise served, quarterly

SECTION 2 - WHOLESALE AND OUTSIDE CUSTOMER WATER RATES

Farmington to Outside Customers \$ 6.96 per 1,000 gallons of water used plus

\$40.86 per premise served, quarterly

Farmington System to Other Systems \$25.61 per thousand cubic feet

Farmington Evergreen System to Other system \$26.04 per thousand cubic feet

SECTION 3 – WHOLESALE AND OUTSIDE CUSTOMER SEWER RATES

Farmington Evergreen District to Outside Customer \$ 8.77 per 1,000 gallons of water used plus

\$48.20 per premise served, quarterly

Farmington District to Other systems (wholesale) \$71.52 per thousand cubic feet

Farmington Evergreen System to Other system \$31.98 per thousand cubic feet

(wholesale)

Note: The \$40.86 GLWA Fixed Water Charge and \$48.20 GLWA Fixed Sewer Charge will be assessed quarterly unless the account is closed and/or the meter removed.

SECTION 4 – CONNECTION FEES

Residential Water \$1,200.00 RESOLUTION 04-17-016

Sewer \$1,500.00

Non-residential Water Based on unit factor water consumption schedule

published by Oakland County times the residential

rate.

Water Based on unit factor water consumption schedule

published by Oakland County times the residential

rate.

Effective 7/01/25 Amended 6/16/25

SECTION 5 - WATER TAP-INS INSPECTION & METER SET

5/8 in. -1 in. water tap inspection & meter set \$1,100.00 1 $\frac{1}{2}$ in. water tap inspection & meter set \$1,600.00 2 in. water tap inspection & meter set \$3,000.00

Other size taps inspection & meter set Time & Material plus 20%

Meter replacements are at cost including labor, equipment and materials.

SECTION 6 – SEWER TAP-INS INSPECTION

Time & material plus 20%

SECTION 7 – METER REMOVAL

\$75.00 (Includes reinstallation of <u>same</u>

meter)

SECTION 8 – METER TESTING

Up to 1 in. \$100.00 1 inc and over Cost + 10%

SECTION 9 – HYDRANT USE

Permit \$30.00 Deposit \$500.00

Water Consumption Charge \$6.96 per 1,000 gals GLWA Fixed Water Charge \$1.89 per 1,000 gals

plus 20% special handling &

processing

SECTION 10 - CONSTRUCTION WATER

Residential \$200.00/month Commercial \$250.00/month

SECTION 11 – POOL FILLINGS

Hydrant meter, host (pick-up & delivery) \$400.00

*Water-usage \$6.96 per 1,000 gals plus 20%

special handling & processing

Effective 7/01/25 Amended 6/16/25

SECTION 12 – UNMETERED WATER AND SEWER USAGE

In the event metering of water usage and/or sewage disposal is not feasible, the Department of Public Works Superintendent shall estimate, based on city and county usage date, the amount of water and/or sewer usage to charge un-metered users of the system.

SECTION 13 – PENALTY ON DELINQUENT ACCOUNTS

10%

*SECTION 14 - WATER TURN-ON FEES FOLLOWING SHUT OFF FOR NONPAYMENT

\$50.00 from 8:00 AM – 3:30 PM \$200 from 3:30 PM – 8:00 AM

SECTION 15 – ACCOUNT SET UP FEE

\$20.00

SECTION 16 - TRANSFER OF DELINQUENT ACCOUNTS TO TAX ROLL

10% OF AMOUNT DUE, MINIMUM \$50.00

SECTION 17 - BAD CHECK CHARGE

\$35.00

*SECTION 18 - IWC CHARGES & INDUSTRIAL SURCHARGES

INDUSTRIAL WASTE CONTROL CHARGE

Meter Size	Quarterly Charge
5/8"	\$ 11.67
3/4"	\$ 17.52
1"	\$ 29.19
1 1/2"	\$ 64.20
2"	\$ 93.36
3"	\$ 169.23
4"	\$ 233.40
6"	\$ 350.10
8"	\$ 583.50
10"	\$ 816.90
12"	\$ 933.60
14"	\$1,167.00
16"	\$1,400.40
18"	\$1,633.80

Effective 7/01/25 Amended 6/16/25

INDUSTRIAL SURCHARGE RATES, PER EXCESS POUND

1.	Biochemical Oxygen Demand (BOD) In excess of 275 mg/per liter	RATE \$0.409
2.	Total suspended Solids (TSS) In excess of 350 mg/per liter	\$0.548
3.	Phosphorus (P) In excess of 12 mg/per liter	\$7.907
4.	Fats, Oils & Grease (FOG) In excess of 100 mg/per liter	\$0.131
5.	Septage Disposal Fee Per 500 gallons of disposal	\$40.00

SECTION 19 – RULES AND REGULATIONS

1. BILLING:

Charges for water service and sewage disposal service shall be billed in the months of March, June, September and December of each year and such charges shall become due on the fifteenth day of the following April, July, October and January, respectively. The charge for water usage and sewage disposal may be billed as a combined charge per unit of usage. If such charges are not paid on or before such due date or within the grace period of seven days, then a penalty of ten (10) percent shall be added thereto, unless such penalty is waived by the City Treasurer for extenuating circumstances. In no case shall the penalty be waived more than once in any five-year period.

The following rules and regulations pertain to the use of hydrants by contractors:

- 1. Permit Requests for Hydrant Use shall be in writing and signed by the user.
- 2. Permits shall be issued by the Water and Sewer Department for the use of hydrants and the permit fee is nonrefundable.
- 3. A security deposit shall be required which may be refunded, provided that no damage occurs to the hydrant and that all charges for water used have been paid.
- 4. User will be charged on a monthly basis for water used. Water use shall be estimated by the Department of Water and Sewer.
- 5. The monthly charge shall be based on the water rate as approved by City Council.
- 6. All permits must be approved for location and time of use by the Department of Public Safety.

2. COLLECTION:

The charges for water service and sewage disposal service, which, under the provisions of Act No. 94 of the Public Acts of Michigan of 1933 (MCL 141.101 et seg., MSA 5.2731 et seg.), as amended, are made a lien on the premises to which furnished, are hereby recognized to constitute such lien; and the Superintendent of Public Works of the department shall, annually, on May first, certify all unpaid charges for such services furnished to any premises to the City Assessor who shall place the same on the next tax roll of the city. Such charges so assessed shall be collected in the same manner as general city taxes. In addition to such charges the property owner shall be assessed an administrative charge of 10% of the amount owing with a minimum of fifty dollars (\$50,00). In cases where the city is properly notified in accordance with Act 94 of 1933, that a tenant is responsible for water or sewage disposal service charges, no such service shall be provided or continued to such premises until there has been deposited with the Department of Public Works, a sum sufficient to cover two (2) times the average quarterly bill for such premises as estimated by the Superintendent of Public Works, such deposit to be in no case less than fifty dollars (\$50.00). Where the water service to any premises is turned off to enforce the payment of water service charges or sewage disposal service charges, the water service shall not be reinstated until all delinguent charges have been paid and a deposit as in the case of tenants is made, and there shall be a water turn-on charge of two hundred dollars (\$200.00) unless the turnon is made during normal working hours, in which case the charge will be fifty dollars (\$50,00). In any other case where, in the discretion of the Superintendent of Public Works, the collection of charges for water or sewage disposal service may be difficult or uncertain, the Superintendent of Public Works may require a similar deposit. Such deposits may be applied against any delinquent water or sewage disposal service charges and the application thereof shall not affect the right of the Department of Public Works to turn off the water service and/or sewer service, to any premises for any delinquency thereby satisfied. No such deposit shall bear interest and such deposit, or any remaining balance thereof, shall be returned to the customer making the same when he shall discontinue receiving water and sewage disposal service or, except as to tenants as to whom notice of responsibility for such charges has been filed with the city, when any eight (8) consecutive quarterly bills shall have been paid by the customer with no delinguency.

Water and/or sewage disposal service to non-residential premises will be turned off if the payment of water service charges and/or sewage disposal service charges become delinquent and a payment plan for the delinquent charges has not been requested by the property owner and approved by the City Manager. Service will not be reinstated until all delinquent charges have been paid.

Amended 6/4/07 Effective 7/1/07

SECTION 20 – EXHIBIT A COMPONENTS OF CHARGES FOR WHOLESALE AND/OR OUTSIDE WATER USERS:

WATER ONLY

Direct Service

City Rate \$ 6.96 per 1,000 gallons of

water used

GLWA Fixed Water Charge \$40.86 per bill

Farmington SystemWholesaleGLWA Consumption Rate\$11.05 MCFGLWA Fixed Water Charge\$14.13 MCFTransportation\$.43 MCF\$25.61 MCF

Farmington-Evergreen Arm
GLWA Consumption Rate
GLWA Fixed Water Charge
Oakland/Farmington Hills Transportation
Farmington Transportation

\$.43 MCF
\$.43 MCF
\$.43 MCF
\$.43 MCF

COMPONENTS OF CHARGES FOR WHOLESALE AND/OR OUTSIDE SEWER USERS:

SEWER ONLY

<u>Direct Service</u>

City Rate \$8.77 per 1,000 gallons of

water used

GLWA Fixed Sewer Rate \$48.20 per bill

Farmington SystemWholesaleGLWA Fixed Sewer Charge\$33.16 MCFFarmington System Cost O & M\$38.36 MCFTotal City Wholesale Rate:\$71.52 MCF

Farmington Evergreen System

Farmington Rate \$31.98 MCF

Effective 7/1/25 Amended 6/16/25

Farmington City Council Staff Report

Council Meeting Date: June 16, 2025

Reference Number 7D

Submitted by: David Murphy, City Manager

<u>Description</u> Consideration to Amend Employee Administrative Manual and Non-Union Pay Plan

<u>Requested Action</u> Move to adopt resolution amending employee administrative manual and non-union pay plan, effective July 1, 2025

Background

City Administration is recommending that the City Council amend the employee administrative manual and non-union pay plan, effective July 1, 2025. Listed below are the specific amendments and the rationale behind the proposed change. All of the proposed changes are contained in the Fiscal Year 2024-25 or 2025-26 Budgets. Funds are available for the proposed changes.

- 1. <u>Amend Non-Union Pay Plan</u> (attached) The pay plan provides an across the board 3.00% increase.
- 2. Amend Payout of Sick and Gap upon separation Currently, as of June 30th of each year, employees are compensated for 40% of their unused sick leave balance their hourly rate on June 30th. The remaining unused sick hours are transferred to the employee's Gap bank. The Gap bank is a long term leave bank that can only be used for specific purposes such as disability supplement, and Family Medical Leave. There is currently no payout from the accrued Gap bank at separation of employment.

The proposed change would mirror the agreement with the COAM and would freeze the Gap bank as of June 30, 2025. No new hours will be added to the Gap Bank. Upon separation, employees shall be paid at the employee's final pay rate:

- a) Fifty (50%) of accrued, unused sick leave hours up to a maximum of nine hundred sixty (960) hours (960 x 50%); and
- b) Thirty-three (33%) of accrued, unused Gap bank hours.
- 3. <u>Short-term Disability Waiting Period</u> Currently, Short Term Disability begins the 1st day following a non-duty illness or injury when an employee is unable to work for more than 2 weeks (10 regularly scheduled work days).

The proposed change would mirror the agreements with the COAM and the TPOAM. For illnesses, coverage shall begin on the 14th calendar day of absence; for injuries, coverage shall begin on the 7th calendar day of absence.

Attachments:

Resolution Amend Pay Plan and Administrative Manual 2025-26 2025 Non-Union Pay Plan

RESOLUTION

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE NON-UNION PAY PLAN AND AMENDING THE EMPLOYEE ADMINISTRATIVE MANUAL.

- WHEREAS, the Fiscal Year 2025-26 Budget provided a 3.00% increase for all non-union employees which is proposed for the non-union pay plan as attached; and
- WHEREAS, currently the City has a non-standard treatment for the compensation of unused sick leave; and
- WHEREAS, the City has certain Union groups that have negotiated the compensation of unused sick leave to reflect common industry standards; and
- WHEREAS, Administration would like to convert all employee groups to a similar method for the compensation of unused sick leave; and
- WHEREAS, allowing for the accumulation of a sick leave bank makes it less necessary to cover Short Term Disability on the 1st day of a non-duty injury or illness; and
- NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby amends the Non-Union Pay Plan and Administrative Manual as provided below.
 - 1. Amend Non-Union Pay Plan as attached and made part of this resolution increasing wages by 3.00%.
 - 2. Amend the Employee Administrative Manual for Non-Union Employees to state that effective July 1, 2025, the Gap Bank shall be frozen and no new hours shall be added to an employee's Gap Bank. Upon separation, an employee shall be paid, at the employee's final pay rate, thirty-three percent (33%) of accrued, unused Gap Bank hours.
 - 3. Amend the Employee Administrative Manual for Non-Union Employees to state that effective July 1, 2025 employees will be paid out fifty percent (50%) of accrued, unused sick leave hours up to a maximum of nine hundred sixty (960) hours (960 x 50%) upon Normal or Disability retirement.
 - 4. Amend the Employee Administrative Manual for Non-Union Employees to change the waiting period for Short Term Disability. For illnesses, coverage shall begin on the 14th calendar day of absence. For injuries, coverage shall begin on the 7th calendar day of absence.

ROLL CALL Ayes:	
Nays:	
Absent:	
I, Meaghan Bachman, duly authorized hereby certify that the foregoing is a to adopted by the Farmington City Coun- June 16, 2025 in the City of Farmingto	rue and correct copy of a resolution cil at a regular meeting held on Monday,
	CITY OF FARMINGTON
	Meaghan Bachman, City Clerk

NON-UNION PAY PLAN 3.0% INCREASE EFFECTIVE JULY 1, 2025

	Starting I	Range	Maximum Maximum		Maximum	Maximum
	From	То	1 Year	2 Years	3 Years	4 Years
Pay Grade 1 Public Safety Director Director of Finance and Administration	111,551	117,127	120,641	124,262	127,990	131,830
Pay Grade 2 Public Works Superintendent Planning & Building Director Public Safety Deputy Director	100,641	105,673	108,844	112,108	115,471	118,936
Pay Grade 3 City Clerk	87,184	91,223	93,958	96,779	99,681	102,670
Pay Grade 4 Controller Asst Public Works Superintendent Deputy Treasurer DDA Director*	75,464	79,239	81,614	84,062	86,584	89,184
Pay Grade 5 Building Official/Code Officer Asst to City Manager	67,517	70,893	73,020	75,210	77,465	79,790
Pay Grade 6 Deputy Clerk Communications Supervisor DDA Project Manager*	55,027	57,778	59,510	61,296	63,135	65,029

NON-UNION PAY PLAN 3.0% INCREASE EFFECTIVE JULY 1, 2025

_	Starting Range		Maximum Maximum		Maximum	Maximum
	From	То	1 Year	2 Years	3 Years	4 Years
Pay Grade 7						
Administrative Assistant III	52,651	55,283	56,941	58,649	60,410	62,220
Pay Grade 8						
Administrative Assistant II	49,289	51,753	53,305	54,903	56,550	58,250
Pay Grade 9						
Administrative Assistant I	44,896	47,140	48,553	50,011	51,512	53,057
Administrative Specialist II						
Pay Grade 10						
Administrative Specialist I	40,407	42,426	43,698	45,010	46,361	47,751
Pay Grade 11						
Administrative Specialist	36,365	38,184	39,328	40,508	41,725	42,976

Pay Grade - Part-Time, Permanent

Classified under the appropriate full-time classification with salary pro-rated

Pay Grade - Part-Time, Temporary

Salary set by the appointing officer or body within budgetary appropriations

City Manager's salary is established by employment agreement

* DDA Board sets their pay

Farmington City Council Staff Report

Council Meeting Date:
June 16, 2025

Item Number

7E

Submitted by: Jess Westendorf, DDA Director

Agenda Topic: Adoption of DDA Budget FY2025-26

Proposed Motion:

Move to approve resolution to adopt the DDA Fiscal Year 2025-26 Budget and establish 2025-26 Principal Shopping District Special Assessment.

Background:

Please find for your review the proposed budget for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

This budget was approved by the DDA Board for submittal to the City Council on April 2, 2025, and presented to City Council at the June 2, 2025 meeting.

Please note the following highlights:

- Property tax revenue is projected to increase 8%. Over the past three years, we have realized a \$159,000 TIF increase, however \$37,000 is paid out to GLP and Hill Side Townes through the Brownfield / TIF redevelopment plan
- Repairs and Maintenance budget within PSD is \$164,500 (a 25% increase)
- We are in year four of approved five-year PSD cycle, total assessment of \$218,698
- Decrease in revenue by \$377,052, as we wrap up a slate of grant-funded capital projects and private investment in public art. Budget expenditures align with this as we construct the last of three consecutive public space capital projects with Art Park Promenade.
- We are drawing from fund balance by \$93,000, leaving \$170,000, which is our fund balance target

Materials:

DDA Proposed Budget 2025-26, DDA Budget and PSD Adoption Resolution, Proposed 2025-2026 PSD Special Assessment Roll

	2022-23	2023-24	2024-25 Amended	2024-25 Projected	2025-26 Manager
DESCRIPTION	Actual	Actual	Budget	Budget	Proposed
DOWNTOWN DEVELOPMENT AUTHORITY REVENUES					
Dept 000.00-TIF					
PROPERTY TAXES, OPR, REV	(5,970)	610	0	0	0
PROPERTY TAXES, TIFA	468,379	515,686	553,000	558,000	627,000
GRANTS, OTHER	70,444	204,952	1,000	20,300	7,000
GRANTS, MAINSTREET SMALL BUSINESS	0	7,500	2,500	7,500	2,500
GRANTS, MASONIC PARK	0	25,000	463,000	601,215	0
GRANTS, ART PROMENADE	0	0	129,000	0	163,000
LOCAL COMMUNITY STABILIZATION APPROP.	7,664	13,395	8,300	8,357	5,604
INVESTMENT INCOME	30,349	30,260	8,000	30,000	25,000
SALE OF CAPITAL ASSETS, GAIN(LOSS)	(9,360)	0	0	0	0
REVENUES, OTHER	0	10,000	0	0	0
Total	561,506	807,403	1,164,800	1,225,372	830,104
Dept 759.00-PRINCIPAL SHOPPING DISTRICT					
PROPERTY TAXES, TWO MILL LEVY	46,988	50,130	53,000	53,000	57,000
FEDERAL GRANTS	170	0	0	0	0
EVENT REVENUE	0	0	1,000	0	3,000
REVENUES, OTHER	37,178	37,855	20,000	26,555	36,000
DDA DISTRICT, SP ASSESSMENT	200,140	206,144	212,329	212,329	218,698
Total	284,476	294,129	286,329	291,884	314,698
iotai	204,470	254,125	200,020	201,004	014,000
Dept 761.00-FOUNDERS FESTIVAL					
REVENUES, OTHER	0	0	0	0	0
Total	0	0	0	0	0
Dept 762.00-ART ON THE GRAND					
VENDOR FEES	2,250	450	1,350	1,350	1,350
SPONSORSHIPS	4,500	10,000	8,500	8,500	8,500
REVENUES, OTHER	4,016	5,641	4,300	4,500	4,500
Total	10,766	16,091	14,150	14,350	14,350

	2022-23	2023-24	2024-25 Amended	2024-25 Projected	2025-26 Manager
DESCRIPTION	Actual	Actual	Budget	Budget	Proposed
Down 704 00 HARVEST MOON CELEBRATION					
Dept 764.00-HARVEST MOON CELEBRATION	40.000	40.505	00.000	10.004	05.000
CONCESSION, HARVEST MOON	43,029	49,585	30,000	48,394	35,000
ADMISSIONS, HARVEST MOON	32,441	38,158	22,500	37,755	25,000
SPONSORSHIPS	4,200	3,750	8,100	8,600	8,500
REVENUES, OTHER	700 80,370	1,578 93,071	1,350 61,950	1,303 96,052	1,350 69,850
Total	80,370	93,071	61,950	96,052	69,850
Dept 766.00-RHYTHMZ IN RILEY PARK					
SPONSORSHIPS	15,506	19,689	45,600	21,560	45,600
Total	15,506	19,689	45,600	21,560	45,600
Dept 767.00-BUILDING RENTAL					
RENTAL FEES	28,250	10,950	0	0	0
REVENUES, OTHER	297	265	0	0	0
Total	28,547	11,215	0	0	0
Dept 768.00-LUNCH BEATS					
SPONSORSHIPS	7,480	1,592	6,375	3,425	6,500
REVENUES, OTHER	3	0	0	0	0
Total	7,483	1,592	6,375	3,425	6,500
Dept 769.00 - GRAND RAVEN FESTIVAL					
SPONSORSHIPS	12,290	12,000	11,000	11,000	11,000
REVENUES, OTHER	567	151	200	150	150
Total	12,857	12,151	11,200	11,150	11,150
Dept 770.00 - COMMUNITY FOUNDATION					
GRANTS, OTHER	0	0	0	0	0
CONTRIBUTIONS HARVEST MOON	0	0	0	0	0
Total	0	0	0	0	0
- 	· ·	· ·	· ·	J	· ·

	2022-23	2023-24	2024-25 Amended	2024-25 Projected	2025-26 Manager
DESCRIPTION	Actual	Actual	Budget	Budget	Proposed
Don't 774 00 LIEART THE ART					
Dept 771.00 - HEART THE ART	0	4.044	4 202	0	0
SALES, CONCESSIONS	0	1,311	1,303	0	0
ADMISSION FEES	0	5,165	4,000	0	0
REVENUES, OTHER	0	80	0	0	0
Total	U	6,556	5,303	U	U
TOTAL DOWNTOWN DEVELOPMENT AUTHORITY REVENUES	1,001,511	1,261,897	1,595,707	1,663,793	1,292,252
DOWNTOWN DEVELOPMENT AUTHORITY EXPENDITURES					
Dept 000.00-TIF					
SALARIES, FULL TIME	81,787	85,616	89,240	89,240	91,917
SALARIES, DC RETIREE HEALTH CARE	2,100	2,100	2,100	2,100	2,100
SALARIES, PART-TIME/TEMP	29,820	40,824	44,946	44,946	47,683
SALARIES, OVERTIME	635	1,197	0	1,064	0
SALARIES, ACCRUED BENEFITS	(622)	885	1,004	1,004	1,045
LONGEVITY PAY	325	390	455	455	520
PYMT IN LIEU OF HOSP INS	2,400	2,400	2,400	2,400	2,400
FICA, EMPLOYER'S SHARE	8,880	10,061	10,601	10,601	11,022
COMPREHENSIVE MEDICAL INSURANCE	1,205	1,453	1,570	1,477	1,470
LIFE INSURANCE	212	203	208	208	214
LONG TERM DISABILITY	153	138	139	139	143
WORKMEN'S COMPENSATION INS	77	72	89	89	92
CONTRIBUTION, PENSION	23,803	35,365	40,503	40,503	42,204
OFFICE SUPPLIES	769	911	1,281	1,781	1,781
POSTAGE, METER	124	126	200	200	200
NON-CAPITALIZED ASSETS	0	0	0	2,773	0
PROFESSIONAL SERVICES	27,897	14,542	36,900	45,575	16,900
CONTRACTUAL SERVICES	28,371	25,065	36,500	28,800	31,500
TELECOMMUNICATIONS	1,327	1,200	1,750	1,200	1,200
TRANSPORTATION	654	334	500	500	500
GRANTS, MAINSTREET SMALL BUSINESS	0	9,250	2,500	7,500	2,500
DEVELOPMENT INCENTIVES	0	5,980	5,000	10,461	20,000
MISCELLANEOUS EXPENSE	140	231	2,000	300	2,000

	2022-23	2023-24	2024-25	2024-25	2025-26
DESCRIPTION	Actual	Actual	Amended Budget	Projected Budget	Manager Proposed
MEMBERSHIPS, SUBSCRIPTIONS	986	665	1,060	1,835	1,835
PROFESSIONAL DEV, CONFERENCES	8,847	7,926	8,850	10,850	10,850
B3-FARM-2020 GLP (S)	345	5,222	6,400	6,500	7,100
B5-FARM-2023 HILLSIDE TOWNES (S)	0	0	0	0	29,500
CAPITAL OUTLAY	102,898	351,460	0	0	0
CAPITAL OUTLAY, MASONS CORNER	0	52,695	463,000	658,995	0
CAPITAL OUTLAY, ART PROMENADE	0	0	321,000	67,000	321,000
DEBT SERVICE	207,105	208,122	210,306	210,856	207,165
Total	530,238	864,433	1,290,502	1,249,352	854,841
Dept 759.00-PRINCIPAL SHOPPING DISTRICT					
SALARIES, PART-TIME/TEMP	8,821	6,748	8,140	8,860	8,860
FICA, EMPLOYER'S SHARE	675	516	514	678	678
SEASONAL DECORATIONS, GARDENING	34,284	35,012	34,000	36,300	41,800
CONTRACTUAL SERVICES	50,950	47,880	55,624	61,380	57,774
COMMUNITY PROMOTION	40,397	41,239	48,400	43,650	42,500
	0	2,921	4,000	6,000	6,000
BUSINESS DEVELOPMENT	5,030	2,847	4,000	4,000	14,000
VOLUNTEER MANAGEMENT	3,637	2,877	4,000	4,000	4,000
PUBLIC UTILITIES	17,883	29,582	30,250	34,000	37,000
REPAIRS & MAINTENANCE	87,586	199,441	131,900	157,440	164,500
Total	249,263	369,063	320,828	356,308	377,112
Dept 761.00-FOUNDERS FESTIVAL					
CONTRACTUAL SERVICES	0	0	0	0	0
Total	0	0	0	0	0
Dept 762.00-ART ON THE GRAND					
COMMUNITY PROMOTION	540	450	1,400	800	800
ENTERTAINMENT	4,250	475	5,500	4,200	4,200
EQUIPMENT RENTAL	2,942	4,649	3,500	4,200	4,200
MISCELLANEOUS EXPENSE	1,608	6,619	3,750	5,150	5,150
Total	9,340	12,193	14,150	14,350	14,350

	2022-23	2023-24	2024-25 Amended	2024-25 Projected	2025-26 Manager
DESCRIPTION	Actual	Actual	Budget	Budget	Proposed
Dept 764.00-HARVEST MOON CELEBRATION					
OFFICE SUPPLIES	0	47	0	0	0
	_		_	-	0
CONCESSION SUPPLIES CONTRACTUAL SERVICES	20,809	24,493	24,900	26,890	28,900
	5,865	5,700	8,000	7,425	7,500
COMMUNITY PROMOTION	3,409	10,776	3,600	2,756	3,650
ENTERTAINMENT	10,024	11,915	12,000	12,188	15,000
EQUIPMENT RENTAL	7,823	8,627	9,000	9,666	10,300
MISCELLANEOUS EXPENSE	4,536	3,000	4,450	4,554	4,500
CONTRIBUTIONS, PATRONICITY	10,000	0	0	0	0
CONTRIBUTION, COMMUNITY FOUNDATION	0	10,000	0	0	0
Total	62,466	74,558	61,950	63,479	69,850
Dept 766.00-RHYTHMZ IN RILEY PARK					
CONTRACTUAL SERVICES	11,817	11,622	15,200	13,070	15,200
COMMUNITY PROMOTION	2,056	2,169	10,400	2,400	10,400
ENTERTAINMENT	9,900	14,475	20,000	17,400	20,000
Total	23,773	28,266	45,600	32,870	45,600
Dept 767.00-BUILDING RENTAL					
PROFESSIONAL SERVICES	3,805	1,998	0	0	0
CONTRACTUAL SERVICES	16,069	9,269	0	0	0
PUBLIC UTILITIES	297	1,594	0	0	0
MAINT, BUILDING & GROUNDS	6,710	1,403	0	0	0
CONTRIBUTION INS & BONDS	573	643	0	0	0
CAPITAL OUTLAY, BUILDINGS	0	0	0	0	0
Total	27,454	14,907	0	0	0
Total	27,404	14,507	· ·	O .	O
Dept 768.00-LUNCH BEATS					
CONTRACTUAL SERVICES	1,750	1,375	2,250	1,600	2,250
COMMUNITY PROMOTION	2,134	1,869	1,950	1,950	1,950
ENTERTAINMENT	1,460	1,480	2,175	1,830	2,300
Total	5,344	4,724	6,375	5,380	6,500

	2022-23	2023-24	2024-25	2024-25	2025-26
DECORIDATION	A . (l	A . (l	Amended	Projected	Manager
DESCRIPTION	Actual	Actual	Budget	Budget	Proposed
Dept 769.00 - GRAND RAVEN FESTIVAL					
COMMUNITY PROMOTION	2,171	2,942	3,550	5,560	3,650
EVENTS	3,983	6,500	4,300	2,700	2,700
MISCELLANEOUS EXPENSE	2,276	2,930	3,350	5,136	5,250
Total	8,430	12,372	11,200	13,396	11,600
Dept 770.00 - COMMUNITY FOUNDATION					
CONTRIBUTION, COMMUNITY FOUNDATION	0	0	0	0	0
Total	0	0	0	0	0
Dept 771.00 - HEART THE ART					
CONCESSION SUPPLIES	0	687	325	0	325
CONTRACTUAL SERVICES	0	884	884	0	884
COMMUNITY PROMOTION	0	1,347	1,450	0	1,450
ENTERTAINMENT	0	400	400	0	400
MISCELLANEOUS EXPENSE	0	1,953	2,000	0	2,000
	0	5,271	5,059	0	5,059
TOTAL DOWNTOWN DEVELOPMENT AUTHORITY EXPENDITURES	916,308	1,385,787	1,755,664	1,735,135	1,384,912
Surplus/(Deficit)	85,203	(123,890)	(159,957)	(71,342)	(92,660)
BEGINNING FUND BALANCE	372,229	457,432	333,542	333,542	262,200
ENDING FUND BALANCE	457,432	333,542	173,585	262,200	169,540

RESOLUTION

A RESOLUTION OF THE FARMINGTON CITY COUNCIL ADOPTING THE FISCAL YEAR 2025-2026 BUDGET FOR THE FARMINGTON DOWNTOWN DEVELOPMENT AUTHORITY.

- WHEREAS, the Farmington Downtown Development Authority (DDA) presented a proposed budget to the City Council for Fiscal Year 2025-2026 in the amount of \$1,384,912; and
- WHEREAS, the DDA also provides a work plan associated with the proposed budget; and
- WHEREAS, the City Council adopted a resolution at its October 18, 2021 meeting to renew the Principal Shopping District (PSD) special assessment for five year period; and

WHEREAS, the PSD renewal resolution authorized the PSD assessment to be set at \$218,698 for Fiscal Year 2025-2026; and

NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby

adopts the Fiscal Year 2025-2026 Downtown Development Authority Budget in the amount of \$1,384,912.

BE IT FURTHER RESOLVED that the Farmington City Council hereby sets the Principal Shopping District special assessment for Fiscal Year 2025-2026 at \$218.698 in accordance with the attached assessment roll.

BE IT FURTHER RESOLVED that to meet the requirements for budgeted appropriations of the Farmington Downtown Development Authority, the City Treasurer is hereby directed to spread taxes on real and personal property located within the boundaries of the Farmington Downtown Development Authority District in the amount of one dollar and sixtynine and ninety one hundredth cents (\$1.6991) per thousand dollars of Taxable Value, and

BE IT FURTHER RESOLVED that the City Treasurer is directed to collect incremental taxes eligible for capture under an incremental financing plan established by the Farmington Downtown Development Authority and disburse the captured tax revenues to the Authority.

2025 SPECIAL ASSESSMENT ROLL

CITY OF FARMINGTON PRINCIPAL SHOPPING DISTRICT SPECIAL ASSESSMENT

SAD NO.: 2021-92

Yr. 4 of 5

Statement of Intent:

This Special Assessment District and Roll have been established under the authority of Public Act 120 of 1961 (MCL 125.981, et seq.) to collect \$ 1,062,570 over a five (5) year period, beginning with the July 1, 2022 tax roll, for the purpose of funding the administrative, marketing, promotional and maintenance activities as described in the Principal Shopping District (PSD) Development Plan.

The Special Assessment District includes all non-residential and non-residential portions of all non-exempt real property located within the Downtown Development Authority District. The total amount to be collected in each of the five (5) years of the plan will be spread based upon the percentage that each individual non-residential real property assessment is of the total non-residential real property assessment for the Special Assessment District. The prior year Downtown Development Authority Assessment Roll, as certified by the March Board of Review and as amended by Assessor's Corrections, decisions of the July and December Board of Review, and orders of the Michigan Tax Tribunal and State Tax Commission, will be used in determining the allocation of the installment payments as approved by the Farmington City Council for each year of the five (5) year plan.

SPECIAL ASSESSMENT ROLL COLLECTION SUMMARY

	Proposed	Actual	Total Authorized for Special Assessment:
2022 / 1st Year	\$200,140	\$200,140.00	\$1,062,570
2023 / 2nd Year	\$206,144	\$206,144.00	
2024/ 3rd Year	\$212,329	\$212,329.00	
2025 / 4th Year	\$218,698	\$218,698.00	Total Proposed Current Year
2026/ 5th Year	\$225,259	\$225,259.00	Collection (July/December, 2025):
Total:	\$1,062,570	\$1,062,570.00	\$218,698

BASED UPON ANNUALLY APPROVED INSTALLMENTS (2022-2026)

OVERALL REDUCTION IN COLLECTIONS: N/A

2025 SPECIAL ASSESSMENT ROLL

TO FUND THE CITY OF FARMINGTON PRINCIPAL SHOPPING DISTRICT PLAN

PRINCIPAL SIN	OFFING DISTRICT FLAN	,	2024	Percent of	Qualified	Individual Qualified TV as a %	As	Special ssessment sed on the	Allocation Asses		-
Parcel Number	Property Address	Property Owner	Taxable Value (Prior Year)	Non-Res. Use (1)	Taxable Value (TV) for SAD	of Total Qualified TV		llculated % of Total ualified TV	2025 Summer Γax Roll		2025 Winter Γax Roll
20-23-27-151-017	23720 FARMINGTON RD	HEENEY SUNDQUIST FUNERAL HOME INC	365,100	100%	365,100	1.56%	\$	3,410.97	\$ 1,705.49	17.07	1,705.48
20-23-27-151-021	33316 THOMAS ST	CITY OF FARMINGTON	0	Exempt	0	0.00%	\$	=	\$ =	\$	-
20-23-27-151-022	33300 THOMAS ST	ALLORE HOLDINGS II LLC	365,580	100%	365,600		\$	3,415.64	\$ 1,707.82	87	1,707.82
20-23-27-152-011	33112 GRAND RIVER AVE	FIRST UNITED METHODIST	0	Exempt	0	0.0070	\$	-	\$	\$	-
20-23-27-152-018		FIRST UNITED METHDST OF FARMINGTON	0	Exempt	0	0.0070	\$	-	\$ -	\$:
20-23-27-152-020		ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.0070	\$	-	\$ -	\$	-
20-23-27-152-021		ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$ -	\$	
20-23-27-153-001	33342 GRAND RIVER AVE	JANICE L. KONJAREVICH LIVING TRUST	115,580	100%	115,600	0.49%	\$	1,080.00	\$ 540.00	\$	540.00
20-23-27-153-002	33337 THOMAS ST	CITY OF FARMINGTON	0	Exempt	0	0.00%	\$	-	\$:=:	\$	-
20-23-27-153-003	33338 GRAND RIVER AVE	COWLEY INVESTMENTS, LLC	458,390	100%	458,400	1.96%	\$	4,282.63	\$ 2,141.32	\$	2,141.31
20-23-27-153-004	33336 GRAND RIVER AVE	GRAND FARMINGTON, LLC	82,780	100%	82,800	0.35%	\$	773.56	\$ 386.78	\$	386.78
20-23-27-153-005	33332 GRAND RIVER AVE	CITY OF FARMINGTON	0	Exempt	0	0.00%	\$	=	\$ -	\$	
20-23-27-153-007	33318 GRAND RIVER AVE	LAR PROPERTIES, LLC	249,640	56%	139,800	0.60%	\$	1,306.09	\$ 653.05	\$	653.04
20-23-27-153-008	33316 GRAND RIVER AVE	AZAR BROTHERS, LLC	341,580	100%	341,600	1.46%	\$	3,191.42	\$ 1,595.71	\$	1,595.71
20-23-27-153-009	33314 GRAND RIVER AVE	FETZER PROPERTIES LLC	107,380	100%	107,400	0.46%	\$	1,003.39	\$ 501.70	\$	501.69
20-23-27-153-010	33312 GRAND RIVER AVE	CHANG COMPANY LIMITED LLC	203,040	100%	203,000	0.87%	\$	1,896.54	\$ 948.27	\$	948.27
20-23-27-153-011	33306 GRAND RIVER AVE	ĻSGO LLC	119,440	.100%	119,400	0.51%	\$	1,115.50	\$. 557.75	\$	557.75
20-23-27-153-012	33304 GRAND RIVER AVE	MMK GROUP LLC	88,310	100%	88,300	0.38%	\$	824.95	\$ 412.48	\$	412.47
20-23-27-153-015	33250 GRAND RIVER AVE	AZAR MANAGEMENT LLC	89,300	100%	89,300	0.38%	\$	834.29	\$ 417.15	\$	417.14
20-23-27-153-021	33224 GRAND RIVER AVE	THIBAULT ENTERPRISES INC	432,870	100%	432,900	1.85%	\$	4,044.39	\$ 2,022.20	\$	2,022.19
20-23-27-153-022	33311 THOMAS ST	CITY OF FARMINGTON	0	Exempt	0	0.00%	\$	-	\$ *	\$	=
20-23-27-153-023	33216 GRAND RIVER AVE	AGHOBJIAN, MANOEIL & MARIE	90,000	100%	90,000	0.38%	\$	840.83	\$ 420.42	\$	420.41
20-23-27-153-024	33212 GRAND RIVER AVE	JAM HOLDINGS, LLC	108,840	100%	108,800	0.46%	\$	1,016.47	\$ 508.24	\$	508.23
20-23-27-153-025		FARMINGTON DOWNTOWN DEVELOPMENT	0	Exempt	C	0.00%	\$	-	\$ =	\$	=
20-23-27-153-026	33200 GRAND RIVER AVE	LOS TRES AMIGOS-FARMINGTON, LLC	171,820	100%	171,800	0.73%	\$	1,605.05	\$ 802.53	\$	802.52

2025 SPECIAL ASSESSMENT ROLL TO FUND THE

CITY OF FARMINGTON PRINCIPAL SHOPPING DISTRICT PLAN

PRINCIPAL SHO	PEPING DISTRICT PLAN	-	2024 Taxable	Percent of Non-Res.	Qualified Taxable	Individual Qualified TV as a % of Total	As:	Special sessment sed on the lculated %		Allocation Asses		-
			Value	Use (1)	Value (TV)	Qualified		of Total	8	Summer	1	Winter
Parcel Number	Property Address	Property Owner	(Prior Year)		for SAD	TV	Qu	ualified TV	1	ax Roll	T	ax Roll
				_								
20-23-27-154-004	33107 THOMAS ST	ROBERTSON HILLSIDE TOWNES, LLC	0	0%	0	2177	\$	-	\$	_	\$	-
20-23-27-154-005	33103 THOMAS ST	BUDD, DALE V	94,660	0%	0	0.00%	\$	-	\$	-	\$	-
20-23-27-154-006	33023 THOMAS ST	TDG MANAGEMENT1, LLC	89,170	76%	67,800	0.29%	\$	633.43	\$	316.72	882	316.71
20-23-27-154-007	33110 GRAND RIVER AVE	JOHNSON INVESTMENT CO	154,010	100%	154,000	0.66%	\$	1,438.75	\$	719.38	5.50	719.37
20-23-27-154-008	33104 GRAND RIVER AVE	ROBERTSON HILLSIDE TOWNES, LLC	0	83%	0		\$	-	\$	-	\$	-
20-23-27-154-009	33100 GRAND RIVER AVE	GINGER BRIDGET'S, LLC	78,810	100%	78,800		\$	736.19	\$	368.10		368.09
20-23-27-154-010	33018 GRAND RIVER AVE	GAISER, CARL THOMPSON	98,220	100%	98,200		\$	917.44	\$	458.72		458.72
20-23-27-154-011	33014 GRAND RIVER AVE	C-4 LEASING LLC	174,360	100%	174,400		\$	1,629.34	\$	814.67	0.50	814.67
20-23-27-154-012	33004 GRAND RIVER AVE	HEPPARD COMMERCIAL LLC	273,270	100%	273,300	1.17%	\$	2,553.32	\$	1,276.66	\$	1,276.66
20-23-27-154-014	33106 GRAND RIVER AVE	STATE OF MICHIGAN	0	Exempt	0	0.00%	\$		\$	=	\$	-
20-23-27-154-015	33112 GRAND RIVER AVE	FIRST UNITED METHODIST	0	Exempt	0	0.00%	\$	-	\$	=	\$	
20-23-27-155-001	33335 GRAND RIVER AVE	DAMKCAT REAL ESTATE HOLDINGS, LLC	345,510	100%	345,500	1.48%	\$	3,227.85	\$	1,613.93	\$	1,613.92
20-23-27-155-002	33329 GRAND RIVER AVE	DAMKCAT REAL ESTATE HOLDINGS, LLC	364,960	61%	222,600	0.95%	\$	2,079.65	\$	1,039.83	\$	1,039.82
20-23-27-155-003	33317 GRAND RIVER AVE	DAMKCAT REAL ESTATE, LLC	115,010	100%	115,000	0.49%	\$	1,074.39	\$	537.20	\$	537.19
20-23-27-155-004	33335 GRAND RIVER AVE	DAMKCAT REAL ESTATE HOLDINGS, LLC	62,890	100%	62,900	0.27%	\$	587.65	\$	293.83	\$	293.82
20-23-27-155-008	33245 GRAND RIVER AVE	HINDS, MICHELE H	94,050	100%	94,100	0.40%	\$	879.13	\$	439.57	\$	439.56
20-23-27-155-011	33205 GRAND RIVER AVE	CHEMIÇAL BANK	375,020	100%.	375,000	1.60%	\$	3,503.46	\$	1,751.73	\$	1,751.73
20-23-27-155-020	23382 FARMINGTON RD	T & I INVESTMENT LLC	1,550	100%	1,600	0.01%	\$	14.95	\$	7.48	\$	7.47
20-23-27-155-024	23366 FARMINGTON RD	RHINOJOE LLC	270,140	100%	270,100	1.15%	\$	2,523.42	\$	1,261.71	\$	1,261.71
20-23-27-155-025	23360 FARMINGTON RD	T & I INVESTMENT LLC	160,650	100%	160,700	0.69%	\$	1,501.35	\$	750.68	\$	750.67
20-23-27-155-026	23340 FARMINGTON RD	FARMINGTON CENTER MICHIGAN, LLC	432,910	100%	432,900	1.85%	\$	4,044.39	\$	2,022.20	\$	2,022.19
20-23-27-155-040	33171 GRAND RIVER AVE	FARMINGTON CENTER MICHIGAN, LLC	485,630	100%	485,600	2.07%	\$	4,536.74	\$	2,268.37	\$	2,268.37
20-23-27-155-044	23534 FARMINGTON RD	23534 FARMINGTON RD LLC	194,770	100%	194,800	0.83%	\$	1,819.93	\$	909.97	\$	909.96
20-23-27-155-045	33305 GRAND RIVER AVE	DAMKCAT REAL ESTATE HOLDINGS, LLC	293,590	100%	293,600	1.25%	\$	2,742.97	\$	1,371.49	\$	1,371.48
20-23-27-155-046	33211 GRAND RIVER AVE	DOWNTOWN OFFICES	407,850	100%	407,900	1.74%	\$	3,810.83	\$	1,905.42	\$	1,905.41

2025 SPECIAL ASSESSMENT ROLL TO FUND THE

CITY OF FARMINGTON
PRINCIPAL SHOPPING DISTRICT PLAN

	Decree Address	Buomanto Coman	2024 Taxable Value (Prior Year)	Percent of Non-Res. Use (1)	Qualified Taxable Value (TV) for SAD	Individual Qualified TV as a % of Total Qualified TV	Asse base Calco of	pecial essment ed on the ulated % f Total lified TV	Allocation Asses 2025 Summer Tax Roll	sme	-
Parcel Number	Property Address	Property Owner	· · · · · · · · · · · · · · · · · · ·			1 V	Qua	illiled i v	I AX KUII		ax Roll
20-23-27-155-047	33111 GRAND RIVER AVE	CITY OF FARMINGTON	0	Exempt	0	0.00%	\$	-	\$	\$	-
20-23-27-155-048	23292 FARMINGTON RD	FARMINGTON CENTER MICHIGAN, LLC	456,940	100%	456,900	1.95%	\$	4,268.61	\$ 2,134.31	\$	2,134.30
20-23-27-155-049	23300 FARMINGTON RD	FARMINGTON CENTER MICHIGAN, LLC	3,389,590	100%	3,389,600	14.48%	\$	31,667.53	\$ 15,833.77	\$	15,833.76
20-23-27-156-003	32905 GRAND RIVER AVE	XIE ZHENG, LLC	195,770	100%	195,800	0.84%	\$	1,829.27	\$ 914.64	\$	914.63
20-23-27-156-004	32821 GRAND RIVER AVE	XIE ZHENG, LLC	547,100	50%	273,600	1.17%	\$	2,556.12	\$ 1,278.06	\$	1,278.06
20-23-27-156-005	33001 GRAND RIVER AVE	LEITRIM-GROVES, LLC	2,321,690	100%	2,321,700	9.92%	\$	21,690.61	\$ 10,845.31	\$	10,845.30
20-23-27-157-001	33008 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$ -	\$	-
20-23-27-157-002	33010 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	=	\$	\$	-
20-23-27-157-003	33012 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$ -	\$	1-1
20-23-27-157-004	33014 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	=	\$	\$	-
20-23-27-157-005	33016 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$ -	\$	2 - 2
20-23-27-157-006	33018 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	=	\$ -	\$	-
20-23-27-157-007	33020 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$ 	\$	-
20-23-27-157-008	33022 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$ -	\$	-
20-23-27-157-009	33024 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$ -	\$	-
20-23-27-157-010	33080 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$ -	\$	-
20-23-27-157-011	33090 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	. 0	0.00%	\$	-	\$ -	.\$	-
20-23-27-157-012	33100 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$ -	\$	-
20-23-27-157-013	33102 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	=	\$ -	\$	-
20-23-27-157-014	33104 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$ 1-1	\$	-
20-23-27-157-015	33106 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	*	\$ -	\$	-
20-23-27-157-016	33108 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$ -	\$	-
20-23-27-157-017	33110 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$ -	\$	-
20-23-27-157-018	33112 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$ -	\$	-
20-23-27-157-019	33114 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$ -	\$	-

2025 SPECIAL ASSESSMENT ROLL

TO FUND THE CITY OF FARMINGTON PRINCIPAL SHOPPING DISTRICT PLAN

THINOII AL OTH	STING BIOTHER PLAN	-	2024	Percent of	Qualified	Individual Qualified TV as a %	Asse	pecial essment d on the	Al	location Asses	of Spe ssment	
Parcel Number	Property Address	Property Owner	Taxable Value (Prior Year)	Non-Res. Use (1)	Taxable Value (TV) for SAD	of Total Qualified TV	of	ılated % Total ified TV	Sur	025 nmer k Roll	Wi	025 inter c Roll
Parcel Nulliber	Property Address	Floperty Owner					Gaai	mod i v				
20-23-27-157-020	23602 PARKVIEW LN	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$		\$	-
20-23-27-157-021	23604 PARKVIEW LN	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$		\$	-
20-23-27-157-022	23606 PARKVIEW LN	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$	-	\$	-
20-23-27-157-023	23608 PARKVIEW LN	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$.=.	\$	=
20-23-27-157-024	23610 PARKVIEW LN	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$	-	\$	-
20-23-27-157-025	23612 PARKVIEW LN	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$	-	\$	=
20-23-27-157-026	23614 PARKVIEW LN	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$	(c=)	\$	-
20-23-27-157-027	23616 PARKVIEW LN	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	¥	\$	-	\$	Η.
20-23-27-157-028	23618 PARKVIEW LN	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$	-	\$	-
20-23-27-157-029	23617 TRAILVIEW LN	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	*	\$	-	\$	-
20-23-27-157-030	23615 TRAILVIEW LN	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$	-	\$	-
20-23-27-157-031	23613 TRAILVIEW LN	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	=	\$		\$	=
20-23-27-157-032	23611 TRAILVIEW LN	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$	-	\$	-
20-23-27-157-033	23609 TRAILVIEW LN	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	E	\$	=	\$	-
20-23-27-157-034	23607 TRAILVIEW LN	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$	-	\$	-
20-23-27-157-035	23605 TRAILVIEW LN	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$	_	\$	-
.20-23-27-157-036	23603 TRAILVIEW LN	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	. 0	0.00%	\$	-	\$	-	\$.	=
20-23-27-157-037	23601 TRAILVIEW LN	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	=	\$	-	\$	-
20-23-27-157-038	33023 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	14	\$	=	\$	=
20-23-27-157-039	33021 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$	-	\$	-
20-23-27-157-040	33019 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$	-	\$	=
20-23-27-157-041	33017 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$	-	\$	-
20-23-27-157-042	33015 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$	-	\$	-
20-23-27-157-043	33013 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$	-	\$	-
20-23-27-157-044	33011 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$	-	\$	=

2025 SPECIAL ASSESSMENT ROLL TO FUND THE

CITY OF FARMINGTON PRINCIPAL SHOPPING DISTRICT PLAN

PRINCIPAL SIN	DEFING DISTRICT FLAN		2024 Taxable	Percent of Non-Res.	Qualified Taxable	Individual Qualified TV as a % of Total	Ass bas	Special sessment ed on the culated %		Allocation Asses		•
			Value	Use (1)	Value (TV)	Qualified		of Total	5	Summer		Winter
Parcel Number	Property Address	Property Owner	(Prior Year)	(.)	for SAD	TV	Qua	alified TV	1	ax Roll	٦	ax Roll
20-23-27-157-045	33009 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$	~	\$	-
20-23-27-157-046	33008 ROUGESIDE TRL	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$	=	\$	=
20-23-27-157-047	33010 ROUGESIDE TRL	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	=	\$	-	\$	-
20-23-27-157-048	33012 ROUGESIDE TRL	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	=	\$	=	\$	-
20-23-27-157-049	33014 ROUGESIDE TRL	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$	-	\$	-
20-23-27-157-050	33016 ROUGESIDE TRL	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$		\$	-	\$	*
20-23-27-157-051	33018 ROUGESIDE TRL	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$	-	\$	-
20-23-27-157-052	33020 ROUGESIDE TRL	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	Ħ	\$		\$	=
20-23-27-157-053	33022 ROUGESIDE TRL	ROBERTSON HILLSIDE TOWNES, LLC	0	Exempt	0	0.00%	\$	-	\$	-	\$	-
20-23-27-177-005	32830 GRAND RIVER AVE	CITY OF FARMINGTON	0	Exempt	0	0.00%	\$	-	\$	-	\$	=
20-23-27-177-010	32716 GRAND RIVER AVE	BUYERS, PAUL A	68,720	100%	68,700	0.29%	\$	641.83	\$	320.92	\$	320.91
20-23-27-177-094	32720 GRAND RIVER AVE	FARMINGTON VILLAGE COMPLEX	1,599,160	100%	1,599,200	6.83%	\$	14,940.61	\$	7,470.31	\$	7,470.30
20-23-27-301-001	23290 FARMINGTON RD	JP HERZOG LLC	78,940	100%	78,900	0.34%	\$	737.13	\$	368.57	\$	368.56
20-23-27-301-003	23220 FARMINGTON RD	CASA MARIN, LLC	332,040	100%	332,000	1.42%	\$	3,101.73	\$	1,550.87	\$	1,550.86
20-23-27-301-004	33317 ORCHARD ST	DELEO, CATHY	106,680	0%	0	0.00%	\$	2 - 2	\$	-	\$	-
20-23-27-301-005	33313 ORCHARD ST	FARMINGTON CENTER MICHIGAN, LLC	22,110	100%	22,100	0.09%	\$	206.47	\$	103.24	\$	103.23
20-23-27-301-006	33309 ORCHARD ST	CITY OF FARMINGTON .	0	Exempt	. 0	0.00%	\$	-	\$	-	\$	
20-23-27-301-007	33305 ORCHARD ST	FARMINGTON CENTER MICHIGAN, LLC	22,110	100%	22,100	0.09%	\$	206.47	\$	103.24	\$	103.23
20-23-27-301-008	33213 ORCHARD ST	FARMINGTON DWNTWN DEV AUTHORITY	0	Exempt	0	0.00%	\$	-	\$	-	\$	
20-23-27-301-017	32809 GRAND RIVER AVE	ROSSER, VALNEDRA	82,980	100%	83,000	0.35%	\$	775.43	\$	387.72	\$	387.71
20-23-27-301-019	32729 GRAND RIVER AVE	MECOLLI, EVIS	130,910	100%	130,900	0.56%	\$	1,222.94	\$	611.47	\$	611.47
20-23-27-301-020	32725 GRAND RIVER AVE	SMART, ROBERT R	103,120	100%	103,100	0.44%	\$	963.22	\$	481.61	\$	481.61
20-23-27-301-021	32721 GRAND RIVER AVE	BUYERS, RUSSELL A	103,560	100%	103,600	0.44%	\$	967.89	\$	483.95	\$	483.94
20-23-27-301-022	32715 GRAND RIVER AVE	CAPGROW HOLDINGS JV	736,280	100%	736,300	3.15%	\$	6,878.92	\$	3,439.46	\$	3,439.46
20-23-27-301-045	33201 ORCHARD ST	CITY OF FARMINGTON	0	Exempt	0	0.00%	\$	=	\$	-	\$	-

²⁵_sadroll_21-92-4_20.xlsx 05/06/2025

2025 SPECIAL ASSESSMENT ROLL

TO FUND THE CITY OF FARMINGTON PRINCIPAL SHOPPING DISTRICT PLAN

FRINCIPAL SIN	SPFING DISTRICT FLAN		2024 Taxable	Percent of Non-Res.	Qualified Taxable	Individual Qualified TV as a % of Total	As:	Special sessment sed on the culated %		Allocation Asses		-
			Value	Use (1)	Value (TV)	Qualified		of Total	,	Summer	١,	Winter
Parcel Number	Property Address	Property Owner	(Prior Year)	030 (1)	for SAD	TV		alified TV		Tax Roll		ax Roll
20-23-27-301-047	33200 SLOCUM DR	SUNNY DAY CARE INC	345,980	100%	346,000	1.48%	\$	3,232.52	\$	1,616.26	\$	1,616.26
20-23-27-301-048	23280 FARMINGTON RD	LOWEN REAL ESTATE LLC	162,600	100%	162,600	0.69%	\$	1,519.10	\$	759.55	\$	759.55
20-23-27-301-050	33240 SLOCUM DR	VANDENBERG, KEVIN J	67,550	0%	0	0.00%	\$	-	\$	-	\$	-
20-23-27-301-051	33242 SLOCUM DR	BOYCE, ADAM FRANCIS	151,500	0%	0	0.00%	\$	~	\$	*	\$	-
20-23-27-301-052	33246 SLOCUM DR	BENNETT, DAVID W	98,970	0%	0	0.00%	\$	-	\$	-	\$	-
20-23-27-301-053	33244 SLOCUM DR	MATHIES, CARTYEA	162,880	0%	0	0.00%	\$	-	\$	=	\$	=
20-23-27-301-054	33248 SLOCUM DR	MCCLELLAN, ERICA V	67,130	0%	0	0.00%	\$	-	\$	-	\$	-
20-23-27-301-055	33250 SLOCUM DR	JACQUELINE M. MACIOCE REV LVNG TRST	95,220	0%	0	0.00%	\$		\$	=	\$	=
20-23-27-301-056	33254 SLOCUM DR	HOFFMAN, BARBARA	94,120	0%	0	0.00%	\$	-	\$	-	\$	-
20-23-27-301-057	33252 SLOCUM DR	KALP, KEVIN J	86,410	0%	0	0.00%	\$		\$	-	\$	-
20-23-27-301-058	33256 SLOCUM DR	SHAMEY, TERA	66,650	0%	0	0.00%	\$	-	\$	-	\$	Ξ
20-23-27-301-059	33258 SLOCUM DR	EQUITY TRUST COMPANY CUSTODIAN	136,340	0%	0	0.00%	\$	-	\$	-	\$	-
20-23-27-301-060	33262 SLOCUM DR	NIXON, COURTNEY A	85,740	0%	0	0.00%	\$	-	\$	=	\$	=
20-23-27-301-061	33260 SLOCUM DR	STARK, CAITLIN	108,780	0%	. 0	0.00%	\$	·	\$	-	\$	
20-23-27-301-062	33264 SLOCUM DR	MCARTHUR, SANDRA E	73,140	0%	0	0.00%	\$	=	\$	=	\$	-
20-23-27-301-063	33266 SLOCUM DR	SEKRESKI, BLAGOJA	97,510	0%	0	0.00%	\$	2-2	\$:=	\$	-
20-23-27-301-064	33270 SLOCUM DR	VARVERAKIS, JOHN M .	66,650	0%	0	. 0.00%	\$	-	\$	=	\$	
20-23-27-301-065	33268 SLOCUM DR	PETRACH, RACHEL L	150,550	0%	0		\$	-	\$	-	\$	-
20-23-27-301-082		FARMINGTON DEVELOPMENT GROUP LLC	0	0%	0	0.00%	\$	-	\$	=	\$	
20-23-27-301-083	33210 SLOCUM DR	ORCHARDS FARMINGTON, LLC	994,370	0%	0	0.00%	\$	-	\$:=	\$	
20-23-27-306-001	33107 ORCHARD ST	BROYLES, ADAM T	62,860	0%	0	0.00%	\$	-	\$	-	\$	-
20-23-27-306-002	33109 ORCHARD ST	MARMUS, MATHIEU	59,290	0%	0	0.00%	\$	-	\$		\$	
20-23-27-306-003	33111 ORCHARD ST	MJB1040 LLC	75,200	0%	0	0.00%	\$	-	\$	*	\$	-
20-23-27-306-004	33105 ORCHARD ST	33105 ORCHARD STREET, LLC	40,150	0%	0	0.00%	\$	-	\$	-	\$	i a
20-23-27-306-005	33103 ORCHARD ST	TOSIC, DRAGAN	59,290	0%	C	0.00%	\$	-	\$	-	\$	-

2025 SPECIAL ASSESSMENT ROLL TO FUND THE

CITY OF FARMINGTON PRINCIPAL SHOPPING DISTRICT PLAN

PRINCIPAL SH	OFFING DISTRICT FLAN		2024 Taxable	Percent of	Qualified Taxable	Individual Qualified TV as a %	As bas	Special sessment sed on the	Allocation Asses	nt
			Value	Non-Res.	Value (TV)	of Total Qualified		lculated % of Total	2025 Summer	2025 Winter
Parcel Number	Property Address	Property Owner	(Prior Year)	Use (1)	for SAD	TV		ualified TV	Tax Roll	ax Roll
20-23-27-306-006	33101 ORCHARD ST	ROITMAN, SARA	40,660	0%	0	0.00%	\$	-	\$ -	\$ ~
20-23-27-306-007	33119 ORCHARD ST	TASH, LORRAINE M	60,590	0%	0	0.00%	\$	1 -	\$ -	\$ =
20-23-27-306-008	33121 ORCHARD ST	KINNEY, SUSAN MICHELLE	69,920	0%	0	0.00%	\$	-	\$ -	\$ =
20-23-27-306-009	33123 ORCHARD ST	LINDERER, CHRISTA	40,660	0%	0	0.00%	\$	-	\$ =	\$ =
20-23-27-306-010	33117 ORCHARD ST	HAMMOUD, NERMEAN	73,990	0%	0	0.00%	\$	-	\$ -	\$ -
20-23-27-306-011	33115 ORCHARD ST	TOSIC, BEHIA & SRDAN	69,860	0%	0	0.00%	\$	=	\$ -	\$ -
20-23-27-306-012	33113 ORCHARD ST	SUHRE, JEFFREY	52,200	0%	0	0.00%	\$	-	\$ -	\$ -
20-23-27-306-013	33131 ORCHARD ST	GANDHI, KAUSHIKKUMAR S	40,150	0%	0	0.00%	\$	=	\$ -	\$ =
20-23-27-306-014	33133 ORCHARD ST	URBAN, MATTHEW S	57,500	0%	0	0.00%	\$	-	\$ -	\$:=
20-23-27-306-015	33135 ORCHARD ST	TODD R. HUBBARD & LUJIN ZHANG	63,990	0%	0	0.00%	\$		\$ •	\$ -
20-23-27-306-016	33129 ORCHARD ST	WICKMAN, DAVID F	40,150	0%	0	0.00%	\$	-	\$ 	\$
20-23-27-306-017	33127 ORCHARD ST	CAMERON, MARY KAY	59,050	0%	C	0.00%	\$	-	\$ -	\$ 7-1
20-23-27-306-018	33125 ORCHARD ST	DEWULF, ERIC	64,120	0%	C	0.00%	\$	=	\$	\$ -
20-23-27-326-016	32704 GRAND RIVER AVE	ALL ONE HOLDINGS, LLC	306,220	100%	306,200	1.31%	\$	2,860.69	\$ 1,430.35	1,430.34
20-23-28-230-006	33608 GRAND RIVER AVE	S3 INVESTMENTS, LLC	149,680	100%	149,700	0.64%	\$	1,398.58	\$ 699.29	\$ 699.29
20-23-28-231-011	33604 GRAND RIVER AVE	33604 GRAND RIVER, LLC	283,430	100%	283,400	1.21%	\$	2,647.68	\$ 1,323.84	\$ 1,323.84
20-23-28-276-005 .	33603 GRAND RIVER AVE	TUROWSKI FARMINGTON DEVELOPMENT LLC	441,390	100%	441,400	1.89%	\$	4,123.80	\$ 2,061.90	\$ 2,061.90
20-23-28-276-011	23629 LIBERTY ST	TDP HOLDINGS, LLC	189,810	100%	189,800	0.81%	\$	1,773.22	\$ 886.61	\$ 886.61
20-23-28-276-014	23611 LIBERTY ST	THE CHURCH IN FARMINGTON	0	Exempt	C	0.00%	\$	-	\$	\$ -
20-23-28-276-021	23617 LIBERTY ST	CHIROPRACTIC FEDERAL	224,460	100%	224,500		\$	2,097.40	\$ 1,048.70	\$ 1,048.70
20-23-28-277-001	33430 GRAND RIVER AVE	CITY OF FARMINGTON	0	Exempt	C	0.00%	\$	=	\$ -	\$ -
20-23-28-277-002	23715 FARMINGTON RD	FARMINGTON MASONIC	132,450	100%	132,500		\$	1,237.89	\$ 618.95	 618.94
20-23-28-278-002	33431 GRAND RIVER AVE	33431 GRAND RIVER, LLC	428,310		428,300		\$	4,001.42	\$ 2,000.71	2,000.71
20-23-28-278-004	33425 GRAND RIVER AVE	BELLA NORA HOLDINGS, LLC	198,590	100%	198,600		\$	1,855.43	\$ 927.72	 927.71
20-23-28-278-005	33409 GRAND RIVER AVE	BELLA NORA HOLDINGS,LLC	264,920	100%	264,900	1.13%	\$	2,474.84	\$ 1,237.42	\$ 1,237.42

25_sadroll_21-92-4_20.xlsx 05/06/2025

2025 SPECIAL ASSESSMENT ROLL TO FUND THE

CITY OF FARMINGTON
PRINCIPAL SHOPPING DISTRICT PLAN

T KINGII AL GIR	ATTING BIGHNIOTT EAN	-	2024 Tayabla	Percent of	Qualified	Individual Qualified TV as a %	Ass	Special sessment ed on the		Allocation Asses		
Parcel Number	Property Address	Property Owner	Taxable Value (Prior Year)	Non-Res. Use (1)	Taxable Value (TV) for SAD	of Total Qualified TV	0	culated % f Total alified TV		2025 Summer Tax Roll		2025 Winter ax Roll
								0.047.00	•	4 000 50	•	4 000 50
20-23-28-278-006	33401 GRAND RIVER AVE	TYJORMAC, L.L.C.	348,260	62%	215,900		\$	2,017.06	\$	1,008.53		1,008.53
20-23-28-278-012	23629 FARMINGTON RD	MIHAJLOVSKI, DRAGO	114,550	100%	114,600		\$	1,070.66	\$	535.33		535.33
20-23-28-278-013	23623 FARMINGTON RD	JEERA PROPERTIES, LLC	173,610	100%	173,600	0.74%	\$	1,621.87	\$	810.94	\$	810.93
20-23-28-278-014	23621 FARMINGTON RD	JORGENCA, LLC	220,800	100%	220,800	0.94%	\$	2,062.84	\$	1,031.42	\$	1,031.42
20-23-28-278-015	23607 FARMINGTON RD	SACKLLAH, FRED	96,100	100%	96,100	0.41%	\$	897.82	\$	448.91	\$	448.91
20-23-28-278-016	23603 FARMINGTON RD	CAST HOLDINGS, LLC	153,410	100%	153,400	0.66%	\$	1,433.15	\$	716.58	\$	716.57
20-23-28-278-018	23550 LIBERTY ST	THE FARMINGTON COMMUNITY	0	Exempt	0	0.00%	\$	-	\$; = ;	\$	-
20-23-28-278-019	23600 LIBERTY ST	CITY OF FARMINGTON	0	Exempt	0	0.00%	\$	4	\$	-	\$	-
20-23-28-278-020	33440 STATE ST	CITY OF FARMINGTON	0	Exempt	0	0.00%	\$	=	\$	-	\$	-
20-23-28-280-003	33509 STATE ST	CITY OF FARMINGTON	0	Exempt	0	0.00%	\$	-	\$	2. - -C	\$:=:
20-23-28-280-004	33505 STATE ST STE 101	33505 STATE LLC	229,740	100%	229,700	0.98%	\$	2,145.99	\$	1,073.00	\$	1,072.99
20-23-28-280-012	23391 FARMINGTON RD	CVS PHARMACY INC #8048-02	629,930	100%	629,900	2.69%	\$	5,884.88	\$	2,942.44	\$	2,942.44
	23333 FARMINGTON RD	INITECH DEV OF FARMINGTON, LLC	237,980	100%	238,000		\$	2,223.53	\$	1,111.77		1,111.76
20-23-28-280-013		JPMORGAN CHASE & CO (FARMINGTON MI)	601,820		601,800		\$	5,622.35	\$	2,811.18		2,811.17
20-23-28-280-014	23309 FARMINGTON RD	The state of the s	100,950		101,000		\$	943.60	\$	471.80		471.80
20-23-28-428-012	23285 FARMINGTON RD	J.M.W. ENTERPRISES, L.L.C.	1				Ψ		=		Ψ	
			27,922,510		23,408,800	100%		218,698.00		109,349.22		109,348.78

NOTES: (1) "Percent of Non-Residential Use" for DDA properties which have a residential component was determined by dividing the TCV of the section/area of the subject building used for residential purposes by the TCV of the total property. The residential percentage was then subtracted from 100% to yield the non-residential shown in this Special Assessment Roll.

I, Micheal R. Lohmeier, Oakland County Equalization Officer/Assessor for the City of Farmington, hereby certify that this Special Assessment Roll No 2021-92, representing the fourth of five (5) installments, is to fund Administrative, Marketing, Promotional and Maintenance Activities as described in the Principal Shopping District (PSD) Development Plan. Further, that this Special Assessment Roll was prepared the result of the City Council of the City of Farmington having approved same with Resolution No. 07-21-021 on 07/19/2021. I also certify that each assessment was based upon benefit and that such benefits equal that portion of the total cost assessed against the parcels in such Special Assessment District.

Dated this 6th day of May, 2025

Micheal R. Lohmeier, Oakland County Equalization Officer &

Assessor City of Farmington

	PSD Split/Comb	ination Activity - 2011 for 2012	
FROM:			
20-23-27-301-066	33204 SLOCUM DR	FARMINGTON DEV GROUP, L L C	4,770
20-23-27-301-067	33206 SLOCUM DR	FARMINGTON DEV GROUP, L L C	4,770
20-23-27-301-068	33210 SLOCUM DR	FARMINGTON DEV GROUP, L L C	4,770
20-23-27-301-069	33208 SLOCUM DR	FARMINGTON DEV GROUP, L L C	4,770
20-23-27-301-009	33212 SLOCUM DR	FARMINGTON DEV GROUP, L L C	4,770
20-23-27-301-070	33214 SLOCUM DR	FARMINGTON DEV GROUP, L L C	4,770
	33218 SLOCUM DR	FARMINGTON DEV GROUP, L L C	4,770
20-23-27-301-072	33216 SLOCUM DR	FARMINGTON DEV GROUP, L L C	4,770
20-23-27-301-073	33220 SLOCUM DR	FARMINGTON DEV GROUP, L L C	4,770
20-23-27-301-074		FARMINGTON DEV GROUP, L L C	4,770
20-23-27-301-075	33222 SLOCUM DR	FARMINGTON DEV GROUP, L L C	4,770
20-23-27-301-076	33226 SLOCUM DR	FARMINGTON DEV GROUP, L L C	4,770
20-23-27-301-077	33224 SLOCUM DR		4,770
20-23-27-301-078	33228 SLOCUM DR	FARMINGTON DEV GROUP, L L C	
20-23-27-301-079	33230 SLOCUM DR	FARMINGTON DEV GROUP, L L C	4,770
20-23-27-301-080	33234 SLOCUM DR	FARMINGTON DEV GROUP, L L C	4,770
20-23-27-301-081	33232 SLOCUM DR	FARMINGTON DEV GROUP, L L C	4,770
(1	6)	Total:	76,320
TO:			
20-23-27-301-082	_	FARMINGTON DEV GROUP, L L C	0
20-23-27-301-083	33210 SLOCUM DR	FARMINGTON DEV GROUP, L L C	76,320
(2)	Total:	76,320
,	•		
	PSD Split/Comb	pination Activity - 2012 for 2013	
	AND THE RESIDENCE OF THE PARTY	N/A	
	PSD Split/Comb	pination Activity - 2013 for 2014	
	. ez epiie esii.	,	
FROM:			
	133300 CRAND BIVER AV	E FARMINGTON DOWNTOWN DEVELOPMENT	143,950
203-23-27-153-020		Total:	143,950
	1) •	Total.	140,000
TO:		FARMINGTON DOWNTOWN DEVELOPMENT	29,850
20-23-27-153-025			
20-23-27-153-026	33200 GRAND RIVER AV		114,100
(2)	Total:	143,950
	DELETE (08/13 CVT	Advised NOT in PSD) - 2013 for 2014	
20-23-27-301-083		FARMINGTON DOWNTOWN DEVELOPMENT	
(1)		
	PSD Split/Comb	oination Activity - 2014 for 2015	
		N/A	
	PSD Split/Comb	pination Activity - 2015 for 2016	
Parties as the comment with the second secon	3000 100 1000 1000 1000 1000 1000 1000	N/A	
	PSD Split/Comb	oination Activity - 2016 for 2017	
	Residence of the first strong program and the	N/A	
	PSD Split/Coml	bination Activity - 2017 for 2018	
	1 GD Opini Gomi	N/A	
	PSD Split/Coml	bination Activity - 2018 for 2019	
	r 3B Spile Colli	N/A	
	DCD CalifiCom	18.0860000	
	PSD Split/Comi	bination Activity - 2019 for 2020	
		N/A	
	PSD Split/Com	bination Activity - 2020 for 2021	
FROM:			
20-23-27-152-016	33000 THOMAS ST	CITY OF FARMINGTON	0
20-23-27-177-092	33000 THOMAS ST	CITY OF FARMINGTON	0
	(2)	Total:	0
	·	_	
TO:	\= 1		
TO:		CITY OF FARMINGTON	0
TO: 20-23-27-152-017	-	CITY OF FARMINGTON FIRST UNITED METHODIST OF FARMINGTON	0
TO: 20-23-27-152-017 20-23-27-152-018		FIRST UNITED METHODIST OF FARMINGTON	0
TO: 20-23-27-152-017 20-23-27-152-018 20-23-27-152-019	-	FIRST UNITED METHODIST OF FARMINGTON CITY OF FARMINGTON	0
TO: 20-23-27-152-017 20-23-27-152-018 20-23-27-152-019 20-23-27-177-095		FIRST UNITED METHODIST OF FARMINGTON CITY OF FARMINGTON CITY OF FARMINGTON	0 0
TO: 20-23-27-152-017 20-23-27-152-018 20-23-27-152-019 20-23-27-177-095	-	FIRST UNITED METHODIST OF FARMINGTON CITY OF FARMINGTON	0
TO: 20-23-27-152-017 20-23-27-152-018 20-23-27-152-019 20-23-27-177-095		FIRST UNITED METHODIST OF FARMINGTON CITY OF FARMINGTON CITY OF FARMINGTON Total:	0 0
TO: 20-23-27-152-017 20-23-27-152-018 20-23-27-152-019 20-23-27-177-095		FIRST UNITED METHODIST OF FARMINGTON CITY OF FARMINGTON CITY OF FARMINGTON Total:	0 0
TO: 20-23-27-152-017 20-23-27-152-018 20-23-27-152-019 20-23-27-177-095		FIRST UNITED METHODIST OF FARMINGTON CITY OF FARMINGTON CITY OF FARMINGTON Total:	0 0
TO: 20-23-27-152-017 20-23-27-152-018 20-23-27-152-019 20-23-27-177-095		FIRST UNITED METHODIST OF FARMINGTON CITY OF FARMINGTON CITY OF FARMINGTON Total: bination Activity - 2021 for 2022 N/A	0 0 0
TO: 20-23-27-152-017 20-23-27-152-018 20-23-27-152-019 20-23-27-177-095		FIRST UNITED METHODIST OF FARMINGTON CITY OF FARMINGTON CITY OF FARMINGTON Total:	0 0 0
TO: 20-23-27-152-017 20-23-27-152-018 20-23-27-152-019 20-23-27-177-095		FIRST UNITED METHODIST OF FARMINGTON CITY OF FARMINGTON CITY OF FARMINGTON Total: bination Activity - 2021 for 2022 N/A	0 0 0
TO: 20-23-27-152-017 20-23-27-152-018 20-23-27-152-019 20-23-27-177-095		FIRST UNITED METHODIST OF FARMINGTON CITY OF FARMINGTON CITY OF FARMINGTON Total: bination Activity - 2021 for 2022 N/A bination Activity - 2022 for 2023	0 0 0
TO: 20-23-27-152-017 20-23-27-152-018 20-23-27-152-019 20-23-27-177-095	PSD Split/Coml	FIRST UNITED METHODIST OF FARMINGTON CITY OF FARMINGTON CITY OF FARMINGTON Total: bination Activity - 2021 for 2022 N/A bination Activity - 2022 for 2023 N/A	0 0
TO: 20-23-27-152-017 20-23-27-152-018 20-23-27-152-019 20-23-27-177-095	PSD Split/Coml	FIRST UNITED METHODIST OF FARMINGTON CITY OF FARMINGTON CITY OF FARMINGTON Total: bination Activity - 2021 for 2022 N/A bination Activity - 2022 for 2023	0 0 0
TO: 20-23-27-152-017 20-23-27-152-018 20-23-27-152-019 20-23-27-177-095	PSD Split/Coml	FIRST UNITED METHODIST OF FARMINGTON CITY OF FARMINGTON CITY OF FARMINGTON Total: bination Activity - 2021 for 2022 N/A bination Activity - 2022 for 2023 N/A bination Activity - 2023 for 2024	0 0 0
TO: 20-23-27-152-017 20-23-27-152-018 20-23-27-152-019 20-23-27-177-095	PSD Split/Coml	FIRST UNITED METHODIST OF FARMINGTON CITY OF FARMINGTON CITY OF FARMINGTON Total: bination Activity - 2021 for 2022 N/A bination Activity - 2022 for 2023 N/A bination Activity - 2023 for 2024 N/A	0 0
TO: 20-23-27-152-017 20-23-27-152-018 20-23-27-152-019 20-23-27-177-095	PSD Split/Coml	FIRST UNITED METHODIST OF FARMINGTON CITY OF FARMINGTON CITY OF FARMINGTON Total: bination Activity - 2021 for 2022 N/A bination Activity - 2022 for 2023 N/A bination Activity - 2023 for 2024	0 0 0

20-23-27-152-017 20-23-27-152-019		ROBERTSON HILLSIDE TOWNES LLC ROBERTSON HILLSIDE TOWNES LLC	0
	2 - 0		0
			0
20-23-27-177-095	-	ROBERTSON HILLSIDE TOWNES LLC	0
(3)		Total:	U
TO:		ROBERTSON HILLSIDE TOWNES LLC	0
20-23-27-152-020		ROBERTSON HILLSIDE TOWNES LLC	0
20-23-27-152-021		ROBERTSON HILLSIDE TOWNES LLC	0
TOTAL VICTOR WAS A SECOND OF THE PERSON OF T		ROBERTSON HILLSIDE TOWNES LLC	0
20 20 21 101 112		ROBERTSON HILLSIDE TOWNES LLC	0
20 20 27 101 111	33012 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES LLC	0
20 20 27 101 01	33014 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES LLC	0
20 20 27 101 100		ROBERTSON HILLSIDE TOWNES LLC	0
	33018 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES LLC	0
	33020 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES LLC	0
	33022 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES LLC	0
	33024 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES LLC	0
20 20 21 101 111	33080 TOWNHILL RD		0
20 20 21 107 011	33090 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES LLC	0
	33100 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES LLC	0
	33102 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES LLC	0
20 20 21 101 011	33104 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES LLC ROBERTSON HILLSIDE TOWNES LLC	0
	33106 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES LLC	0
	33108 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES LLC	0
	33110 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES LLC	0
	33112 TOWNHILL RD		0
Ed Ed El Tol did	33114 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES LLC ROBERTSON HILLSIDE TOWNES LLC	0
	23602 PARKVIEW LN	ROBERTSON HILLSIDE TOWNES LLC	0
	23604 PARKVIEW LN	ROBERTSON HILLSIDE TOWNES LLC	0
	23606 PARKVIEW LN	ROBERTSON HILLSIDE TOWNES LLC	0
	23608 PARKVIEW LN		0
	23610 PARKVIEW LN	ROBERTSON HILLSIDE TOWNES LLC ROBERTSON HILLSIDE TOWNES LLC	0
	23612 PARKVIEW LN		. 0
	23614 PARKVIEW LN	ROBERTSON HILLSIDE TOWNES LLC	0
	23616 PARKVIEW LN	ROBERTSON HILLSIDE TOWNES LLC	0
	23618 PARKVIEW LN	ROBERTSON HILLSIDE TOWNES LLC	0
	23617 TRAILVIEW LN	ROBERTSON HILLSIDE TOWNES LLC	0
	23615 TRAILVIEW LN	ROBERTSON HILLSIDE TOWNES LLC	0
	23613 TRAILVIEW LN	ROBERTSON HILLSIDE TOWNES LLC	0
20-23-27-157-032	23611 TRAILVIEW LN	ROBERTSON HILLSIDE TOWNES LLC	0
20-23-27-157-033	23609 TRAILVIEW LN	ROBERTSON HILLSIDE TOWNES LLC	
	23607 TRAILVIEW LN	ROBERTSON HILLSIDE TOWNES LLC	0
The territory and the same and	23605 TRAILVIEW LN	ROBERTSON HILLSIDE TOWNES LLC	0
	23603 TRAILVIEW LN	ROBERTSON HILLSIDE TOWNES LLC	0
	23601 TRAILVIEW LN	ROBERTSON HILLSIDE TOWNES LLC	0
	33023 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES LLC	0
	33021 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES LLC	0
	33019 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES LLC	0
CLASSICATION OF THE PARTY OF TH	33017 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES LLC	0
	33015 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES LLC	0
Service of the servic	33013 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES LLC	0
	33011 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES LLC	0
	33009 TOWNHILL RD	ROBERTSON HILLSIDE TOWNES LLC	0
	33008 ROUGESIDE TRL	ROBERTSON HILLSIDE TOWNES LLC	0
TOTAL STATE OF THE	33010 ROUGESIDE TRL	ROBERTSON HILLSIDE TOWNES LLC	0
RESIDENCE MODEL WORLD AND SERVICE STREET	33012 ROUGESIDE TRL	ROBERTSON HILLSIDE TOWNES LLC	0
	33014 ROUGESIDE TRL	ROBERTSON HILLSIDE TOWNES LLC	0
The second secon	33016 ROUGESIDE TRL	ROBERTSON HILLSIDE TOWNES LLC	0
	33018 ROUGESIDE TRL	ROBERTSON HILLSIDE TOWNES LLC	0
	33020 ROUGESIDE TRL	ROBERTSON HILLSIDE TOWNES LLC	0
	33022 ROUGESIDE TRL	ROBERTSON HILLSIDE TOWNES LLC	
(55)	•	Total:	

Farmington City Council Staff Report

Council Meeting Date: June 16, 2025

Reference Number

7F

Submitted by: David Murphy, City Manager

<u>Description</u> Consideration to Adopt Fiscal Year 2025-26 47th District Court, Brownfield Redevelopment Authority, Corridor Improvement Authority and Joint Agency Budgets

Requested Action Move to adopt Fiscal Year 2025-26 Budget Resolution for the 47th District Court, Brownfield Redevelopment Authority, Corridor Improvement Authority and Joint Agency Budgets.

<u>Background</u> City Administration is recommending that the City Council adopt separate budgets for the 47th District Court, the Brownfield Redevelopment Authority, the Corridor Improvement Authority, and the Joint Agency Budgets. The Brownfield Redevelopment Authority and Corridor Improvement Authority are separate agencies of the City. While the City Council is responsible for adopting the budgets for these agencies, they are not involved with its day-to-day management and oversight.

City Administration is recommending that the Council adopt the Fiscal Year 2025-26 Brownfield Redevelopment Authority Budget at \$73,992.

City Administration is recommending that the Council adopt the Fiscal Year 2025-26 Corridor Improvement Authority at \$15,100.

City Administration is recommending a separate budget approval for the 47th District Court that incorporates the total budget and contributions from the City of Farmington and Farmington Hills. The City of Farmington is involved with handling the general accounting, payroll, and administering the budget for the 47th District Court. The Court's budget is reviewed and recommended for approval by both Farmington and Farmington Hills City Councils. It is necessary to formalize this approval by a separate budget adoption procedure. The Fiscal Year 2025-26 Budget for the 47th District Court would be \$4,369,781. The City of Farmington's contribution for Fiscal Year 2025-26 would be approximately \$16,105 more than the current fiscal year.

Finally, City Administration is recommending that the joint agency budgets with Farmington Hills also be incorporated into a separate budget approval. This would include budgets for the Children, Youth and Families; Farmington Area Arts Commission; Farmington Youth Assistance; Mayor's Youth Council; Commission on Aging; Citizens Corp for Emergency Preparedness; and Multicultural/Multiracial Council. The total for these agency budgets would be \$7,490.

MATERIALS:

Budget Adoption Resolution 2025-2026

RESOLUTION

A RESOLUTION OF THE FARMINGTON CITY COUNCIL ADOPTING THE FISCAL YEAR 2025-26 BUDGETS FOR THE 47th DISTRICT COURT, BROWNFIELD REDEVELOPMENT AUTHORITY, CORRIDOR IMPROVEMENT AUTHORITY, AND JOINT AGENCY BUDGETS.

- WHEREAS, the City of Farmington provides funding to agencies shared with the City of Farmington Hills; and
- WHEREAS, the City Manager presented a Farmington Brownfield Redevelopment Authority Fiscal Year 2025-26 Budget for the Brownfield Redevelopment Fund in the amount of \$73,992; and
- WHEREAS, City Administration recommends a Fiscal Year 2025-26 appropriation of \$15,100 for the Grand River Corridor Improvement Authority; and
- WHEREAS, the City of Farmington shares district control unit responsibility for the 47th
 District Court and as a district control unit is responsible for approving the
 Court's annual budget and appropriating Farmington's share of funding
 required to fund the Court budget, and
- WHEREAS, the City Councils for the City of Farmington and Farmington Hills reviewed and agreed on the requested budget from the 47th District Court; and
- NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby adopts the Fiscal Year 2025-26 budgets and approves Farmington's share of funding for the following City authorities and joint agencies:

1. Joint Agencies

Children, Youth and Families	\$ 600
Farmington Area Arts Commission	\$ 750
Farmington Youth Assistance	\$ 5,000
Mayor's Youth Council	\$ 500
Commission on Aging	\$ 165
Citizens Corp for Emergency Preparedness	\$ 300
Commission on Community Health	\$ 175

2.	Farmington E	Brownfield F	Redevelor	oment Autho	ritv S	673.992

3. Grand River Corridor Improvement Authority \$15,100

4. 47th District Court

Total Appropriation	\$4,369,781
City of Farmington Hills Contribution City of Farmington Contribution Other Revenues Appropriation (To) From Fund Balance	\$3,537,966 533,810 224,167

BE IT FURTHER RESOLVED that the City Treasurer is directed to collect incremental taxes eligible for capture under an incremental financing plan established by the Farmington Brownfield Redevelopment Authority and disburse the captured tax revenues to the Authority.

BE IT FURTHER RESOLVED that the City Treasurer is directed to collect incremental taxes eligible for capture under an incremental financing plan established by the Corridor Improvement Authority and disburse the captured tax revenues to the Authority.

Farmington City Council Staff Report

Council Meeting Date: June 16, 2025

Item Number 7G

Submitted by: City Manager, David Murphy

Agenda Topic: Consideration to Amend the Grand River Corridor Improvement Authority 2024-25 Budget

Proposed Motion:

Move to amend the Grand River Corridor Improvement Authority 2024-25 Fiscal Year Budget

Background:

Attached is a proposed budget amendment for the Grand River Corridor Improvement Authority for the 24-25 fiscal year. Significant changes include:

Reducing contractual service to remove property acquisition (\$40,000), corridor entry signage (\$50,000) and property analysis (\$20,000) and increase professional services to include funding for a portion of the master plan (\$24,000) and miscellaneous studies (\$5,000). A portion of the master plan costs is offset by grant revenue (\$15,000).

Materials:

Resolution - CIA Budget Amendment 1, FY 2024-25 CIA Proposed Budget 25-26

RESOLUTION

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET FOR THE CORRIDOR IMPROVEMENT AUTHORITY

- WHEREAS, City Council adopted a Fiscal Year 2024-25 appropriation of \$110,000 for the Grand River Corridor Improvement Authority; and
- WHEREAS, the Corridor Improvement Authority Board has revised estimates on the amount and timing of projects; and
- NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby amends the Fiscal Year 2024-25 budget for the Corridor Improvement Authority to reduce appropriations from \$110,000 to \$29,000 as shown in the 2024-25 Projected Budget column of the 2025-26 Proposed Budget.

FUND 244 - CORRIDOR IMPROVEMENT AUTHORITY FUND

	2022-23	2023-24	2024-25 Amended	2024-25 Projected	2025-26 Manager
DESCRIPTION	Actual	Actual	Budget	Budget	Proposed
CORRIDOR IMPROVEMENT AUTHORITY FUND REVENUES					
PROPERTY TAXES					
PROPERTY TAXES, TIFA, REV	8,197	(7,141)	0	0	0
PROPERTY TAXES, TIFA	50,519	65,986	79,000	77,000	83,000
Total	58,716	58,845	79,000	77,000	83,000
GRANTS, OTHER					
GRANTS, OTHER	0	0	0	15,000	5,000
Total	0	0	0	15,000	5,000
FARMINGTON HILLS CONTRIBUTION		0	0	0	0
FHILLS CONTRIBUTION Total	0	0	0	0	0
Total		O	0	O	O
OTHER REVENUE					
INVESTMENT INCOME	6,091	9,766	8,000	9,000	11,200
Total	6,091	9,766	8,000	9,000	11,200
TOTAL CORRIDOR IMPROVEMENT AUTH FUND REVENUES	64,807	68,611	87,000	101,000	99,200
TOTAL GORRIDOR IMPROVEMENT ACTIT FORD REVENUES	04,007	00,011	07,000	101,000	99,200
CORRIDOR IMPROVEMENT AUTHORITY FUND EXPENDITURES					
PROFESSIONAL SERVICES		0	•	00.000	40.000
PROFESSIONAL SERVICES CONTRACTUAL SERVICES	0 0	0 16,782	0 110,000	29,000 0	13,000 0
B6-FARM-2023	0	0	0	0	2,100
Total	0	16,782	110,000	29,000	15,100
TOTAL CORRIDOR IMPROVEMENT AUTH FUND EXPENDITURES	0	16,782	110,000	29,000	15,100
Surplus/(Deficit)	64,807	51,829	(23,000)	72,000	84,100
BEGINNING FUND BALANCE	91,453	156,260	208,089	208,089	280,089
ENDING FUND BALANCE	156,260	208,089	185,089	280,089	364,189

City Council Meeting Staff Report Council Meeting Date: June 16, 2025 Item Number 7H

Submitted by: City Manager, David Murphy

Agenda Topic: Consideration to Amend Brownfield Redevelopment Authority Fiscal Year 2024-25 Budget

Proposed Motion:

Move to Amend Brownfield Redevelopment Authority Fiscal Year 2024-25 Budget

Background:

The BRA Board approved the attached budget amendment at their March 21, 2025 meeting. Significant changes include:

1. For the Hillside Townes project, increasing Grants, Other and Contractual Services by \$590,000 for project costs incurred related to demolition and environmental remediation that will be paid for through an EGLE grant.

Materials:

Resolution - BRA Budget Amendment 1, FY 2023-24 BRA Proposed Budget 25-26

RESOLUTION

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET FOR THE BROWNFIELD REDEVELOPMENT AUTHORITY

- WHEREAS, City Council adopted a Fiscal Year 2024-25 appropriation of \$34,900 for the Brownfield Redevlopment Authority; and
- WHEREAS, the Brownfield Redevelopment Board has revised estimates on the amount and timing of projects; and
- NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby amends the Fiscal Year 2024-25 budget for the Brownfield Redevelopment Authority to increase appropriations from \$34,900 to \$626,982 as shown in the 2024-25 Projected Budget column of the 2025-26 Proposed Budget.

FUND 243 - BROWNFIELD DEVELOPMENT AUTHORITY FUND

	2022-23	2023-24	2024-25 Amended	2024-25 Projected	2025-26 Manager
DESCRIPTION	Actual	Actual	Budget	Budget	Proposed
BROWNFIELD REDEVELOP AUTHORITY REVENUES					
General Revenues					
INVESTMENT INCOME	978	1,226	1,000	1,400	1,400
Total General Revenues	978	1,226	1,000	1,400	1,400
Dept 000.11-TCF					
Revenues					
PROPERTY TAXES, OPERATING	4,301	3,599	10,200	10,362	10,900
Total Revenues	4,301	3,599	10,200	10,362	10,900
Expenditures					
CONTRACTUAL SERVICES	0	0	9,700	9,862	10,400
ADMIN & OVERHEAD	500	500	500	500	500
Total Expenditures	500	500	10,200	10,362	10,900
Surplus/(Deficit) -000.11 - TCF	3,801	3,099	0	0	0
Dept 000.12 - GLP - FARMINGTON STATE SAVINGS BANK					
Revenues					
PROPERTY TAXES, OPERATING	407	6,259	800	3,040	900
PROPERTY TAXES, OPR, REV	(5)	0	0	0	0
DELQ PROPERTY TAXES, OPR GLP FARM STAT	`5 [°]	0	0	0	0
DDA CONTRIBUTION	345	5,222	6,400	6,046	6,545
Total Revenues	752	11,481	7,200	9,086	7,445
Expenditures					
CONTRACTUAL SERVICES	0	10,826	4,700	9,570	1,892
ADMIN & OVERHEAD	320	1,000	2,500	2,500	2,500
Total Expenditures	320	11,826	7,200	12,070	4,392
Surplus/(Deficit) -000.12 - GLP-Farmington State Savings Bank	432	(345)	0	(2,984)	3,053

FUND 243 - BROWNFIELD DEVELOPMENT AUTHORITY FUND

	2022-23	2023-24	2024-25	2024-25	2025-26
			Amended	Projected	Manager
DESCRIPTION	Actual	Actual	Budget	Budget	Proposed
Dept 000.13 - 9 MILE AND FARMINGTON					
Revenues					
PROPERTY TAXES, OPERATING	22,271	16,382	17,500	17,740	14,200
Total Revenues	22,271	16,382	17,500	17,740	14,200
Expenditures					
CONTRACTUAL SERVICES	18,020	20,000	15,500	12,550	12,200
ADMIN & OVERHEAD	3,000	2,000	2,000	2,000	2,000
Total Expenditures	21,020	22,000	17,500	14,550	14,200
Surplus/(Deficit) - 000.13 - 9 Mile and Farmington	1,251	(5,618)	0	3,190	0
Dept 000.14 - HILLSIDE TOWNES					
Revenues					
PROPERTY TAXES, OPERATING	0	0	0	0	39,500
GRANTS, OTHER	0	0	0	590,000	03,500
FEES AND COSTS	0	15,000	0	090,000	0
Total Revenues	0	15,000	0	590,000	39,500
Total Nevellues	U	13,000	U	390,000	39,300
Expenditures					
CONTRACTUAL SERVICES	0	0	0	590,000	34,903
ADMIN & OVERHEAD	0	0	0	0	4,597
Total Expenditures	0	0	0	590,000	39,500
Total Expolision	Ŭ	J	Ü	000,000	00,000
Surplus/(Deficit) -000.14 - Hillside Townes	0	15,000	0	0	0

FUND 243 - BROWNFIELD DEVELOPMENT AUTHORITY FUND

	2022-23	2023-24	2024-25 Amended	2024-25 Projected	2025-26 Manager
DESCRIPTION	Actual	Actual	Budget	Budget	Proposed
Dept 000.15 - LEGION SQUARE					
Revenues					
PROPERTY TAXES, OPERATING	0	0	0	0	2,900
CIA CONTRIBUTION	0	0	0	0	2,100
Total Revenues	0	0	0	0	5,000
Expenditures					
CONTRACTUAL SERVICES	0	0	0	0	4,500
ADMIN & OVERHEAD	0	0	0	0	500
Total Expenditures	0	0	0	0	5,000
Surplus/(Deficit) -000.15 - Legion Square	0	0	0	0	0
Surplus/(Deficit)	6,462	13,362	1,000	1,606	4,453
BEGINNING FUND BALANCE	1,355	7,817	21,179	21,179	22,785
ENDING FUND BALANCE	7,817	21,179	22,179	22,785	27,238

Farmington City Council Staff Report

Council Meeting Date: June 16, 2025

Item Number 7I

Submitted by: David Murphy, City Manager

Agenda Topic: Consideration to Amend Fiscal Year 2024-25 Budget

Proposed Motion:

Move to adopt Budget Amendment Resolution #9 amending Fiscal Year 2024-25 Budget.

Background:

This budget amendment adjusts for the reallocation of employee hours from projects for Water & Sewer to Public Works; the removal of more trees than originally anticipated along local streets; additional interest expense for the Civic theater due to the extension of the loan from the General Fund; and, the increase in revenue received for personal property tax reimbursements.

Materials: Budget Amendment Resolution #9 2024-25

CITY OF FARMINGTON

RESOLUTION No.	
----------------	--

Motion by,	seconded by	у,	
A RESOLUTION OF THE FA	ARMINGTON CITY COUNCIL A	AMENDING THE 2024-2025 BU	DGET.
WHEREAS, the City's 2024-	2025 Fiscal Year Budget contai	ined funding for the televising of	sewer lines; and
WHEREAS, the camera for t	elevising the sewer lines will no	ot arrive until late in the fiscal yea	ar; and
WHEREAS, staff time alloca	ted to televising the sewer lines	s was reallocated to priorities in I	Public Works; and
WHEREAS, more tree remov	vals were required than original	ly anticipated; and	
WHEREAS, the loan from the	e General Fund to the Civic The	eater has been extended throug	h June 30 2026; and
WHEREAS, revenues for the	e reimbursement of personal pro	operty tax were higher than antic	cipated;
THEREFORE, BE IT RESOL below; Budget Amendment N		Council hereby adjusts the 2024	-2025 budget as shown
Fund: General Fund Public Works Reduction of Fund To provide additional fund	d Balance ling for Public Works projects	\$20,000 s	\$20,000
Fund: General Fund Increase in Fund Balar State Shared Reve To record additional reven tax reimbursements	enue	\$29,300	\$29,300
Fund: Local Street Operations & Maintena Reduction of Fund To provide additional fundi	d Balance	\$9,000	\$9,000
Fund: Water & Sewer Increase in Fund Balar Operations & Mair To decrease funding for so for priorities in Public Woo	ntenance ewer televising. Funds realloo	\$20,000 cated	\$20,000
to the extension of the loa		\$3,000 he	\$3,000
ROLL CALL Ayes: Nays: Absent:			
RESOLUTION DECLARED	ADOPTED	Meaghan Bachman, City (Clerk

Farmington City Council Staff Report

Council Meeting Date: June 16, 2025 Item Number 7J

Submitted by: Charles Eudy, Superintendent

Agenda Topic: Street Crack sealing/Over band RFP

Proposed Motion:

Move to award Fiscal Year 2025/26 Annual Crack Sealing/Over Band contract to K&B Asphalt Sealcoating Inc. per the RFP pending City Council approval the Fiscal Year 2025/26 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) have developed a 4-year rotating pavement crack sealing/over band schedule for major and local street within the community. This will be the fifth year the City of Farmington has participated with several other sized communities to solicit the RFP for those services. The City of Wixom established and coordinated the RFP and has recommended awarding the RFP to K&B Asphalt Sealcoating Inc. located at 120 N. Main Street Unit A, Adrian MI 49221.

The City Administration has requested \$50,000 to be allocated in the Fiscal Year 2025/26 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. K&B Asphalt Sealcoating Inc. could begin the project after July 1, 2025, which City Council will have approved the proposed budget prior to July 1, 2025.

Materials:

Crack sealing/Sealcoating Bids City of Wixom Agenda March 12, 2024 Areas completed map Areas not completed map

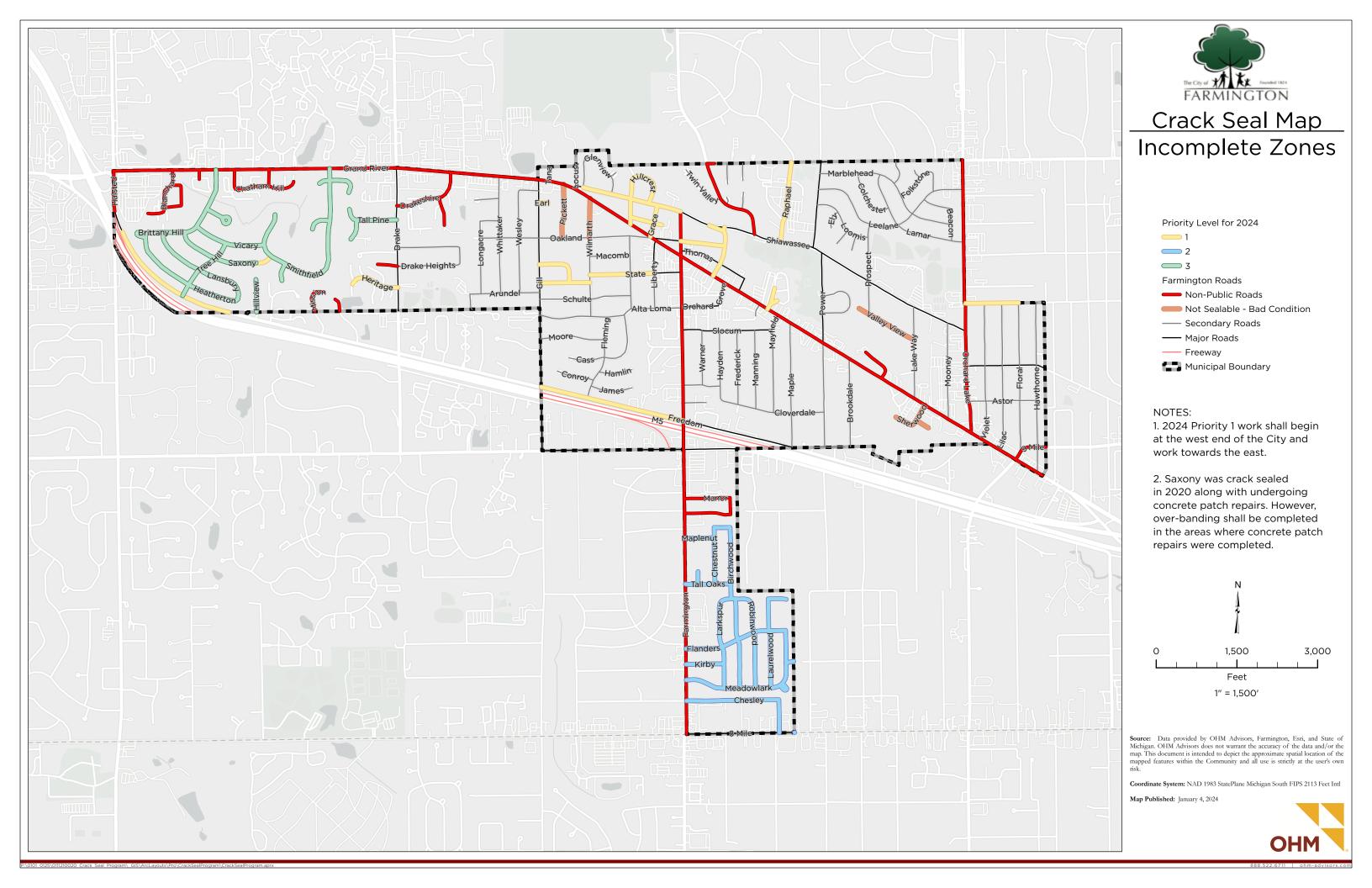
CITY OF WIXOM BID SUMMARY SHEET



Crack Sealing - Seal Coating Monico

DATE & TIME: 3/5/2025 1:30 PM

NAME OF BIDDER	BID AMOUNT	
Buch pavement Restoration Ad R Sealcouting Thompson Construction Scodeller Construction wolverne Seal Coating Than Pavement	Unit \$1:58 per pound Sq foot \$.12 Seal a unit \$2.00 per pound Sq foot \$.12 Seat unit 2.25 per pau Sq foot \$10 Seal a unit \$1.47 per pound Sq foot \$0 (N/A) unit \$1.40 per pound Sq foot \$1.10 per pound	ent coat not coatino not not coatin





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

OVERBAND CRACK SEALING/ SEAL COATING 2025 FOR CITY OF WIXOM, CITY OF FARMINGTON, VILLAGE OF FOWLERVILLE, CITY OF HOWELL, CITY OF LINDEN, VILLAGE OF MILFORD, AND THE BLOOMFIELD TOWNSHIP

Deadline: March 5, 2025

Proposals will be accepted by the City Clerk, City of Wixom, 49045 Pontiac Trail, Wixom, MI 48393 until 1:30 pm on March 5, 2025.

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, VILLAGE OF FOWLERVILLE, CITY OF HOWELL, CITY OF LINDEN, VILLAGE OF MILFORD, AND THE BLOOMFIELD TOWNSHIP. These bid specifications will be posted by February 12, 2025, 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 1:30 pm on Wednesday, March 5, 2025. Proposals must be clearly marked "Overband Crack Sealing/Seal Coating 2025." All questions regarding this Request for Proposals shall be directed to:

City of Wixom – Director of Public Works, Tim Sikma, at <u>dpwadmin@wixomgov.org</u> or 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)

Village of Fowlerville – Director of Public Works, Cathy Elliott, at 517-749-2506 Monday through Thursday (7 am – 3:30 pm)

City of Howell – Deputy Director of Public Services, Mike Spitler, at 517-546-7510 Monday through Friday (7 am – 5 pm)

City of Linden – Director of Public Works, Don Grice, at 810-735-7980 Monday through Thursday (7 am – 3 pm), Friday (7-12 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)

The CITY OF WIXOM, CITY OF FARMINGTON, VILLAGE OF FOWLERVILLE, CITY OF HOWELL, CITY OF LINDEN, VILLAGE OF MILFORD, AND THE BLOOMFIELD TOWNSHIP reserve the right to reject all Bids in their sole discretions separately. The CITY OF WIXOM, CITY OF FARMINGTON, VILLAGE OF FOWLERVILLE, CITY OF HOWELL, CITY OF LINDEN, VILLAGE OF MILFORD, AND THE BLOOMFIELD TOWNSHIP 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.

Table of Contents

SECTION 1 INVITA	ATION TO BID	3
	R INSTRUCTIONS	
	RAL CONDITIONS	
	E OF WORK	
SECTION 5 TIMEL	INE REQUIREMENTS	10
	DED CONTRACT REQUIREMENTS	
SECTION 7 PRODU	UCTS AND SERVICES SPECIFICATIONS	15
	M DOCUMENTATION & WARRANTY	
APPENDIX A:	BID SIGNATURE PAGE & BILL OF MATERIALS	
APPENDIX B:	QUALIFICATIONS QUESTIONNAIRE	
APPENDIX C:	INSURANCE COVERAGE REQUIREMENTS	

REQUEST FOR PROPOSAL

Introduction: The CITY OF WIXOM, CITY OF FARMINGTON, VILLAGE OF FOWLERVILLE, CITY OF HOWELL, CITY OF LINDEN, VILLAGE OF MILFORD, AND THE BLOOMFIELD TOWNSHIP, (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 apparently 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 2025

- 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 2025 Bid. The Bid will include one (1)

original, one (1) copy, and one (1) electronic file (thumb drive) of the Bid proposal.

Bid responses will only be considered via written paper format. No email, facsimile, oral or other non-written documents will be considered.

Bids not received at the City of Wixom's Clerk's Office by the Bid closing time of March 5,

2025, at 1:30 pm 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, 2025, at 1:30 pm 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 James Byrd with the subject line clearly stating "RFP Question- Crackband Sealing" at <a href="https://doi.org/10.0005/pub. February 19, 2025 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 20, 2025, by 5 pm.

C. GENERAL REQUIREMENTS.

The Municipalities or their representatives shall not be held responsible for expenses incurred in the preparation or subsequent presentation of the Bid response.

This RFP for Overband Crack Sealing/ Seal Coating is not an offer to enter into a

contract, but rather a solicitation for Bids.

The Bidder shall supply, upon request, samples and/or brochures of the proposed materials and equipment with the Bid.

The Municipalities shall provide drawings separately as associated with this project

following the acceptance of the bids.

The Municipalities reserve the right to reject all Bids at their sole discretion.

The Municipalities reserve the right to reject any Bid which is not submitted on and/or

supported by a bill of materials.

- 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.
 - The Bidder shall complete and submit, along with the Bid, a Bid Signature Page, Appendix A, in longhand, in ink, by an authorized representative.

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.

- 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.
 - The CITY OF WIXOM, CITY OF FARMINGTON, VILLAGE OF FOWLERVILLE, CITY OF HOWELL, CITY OF LINDEN, VILLAGE OF MILFORD, AND THE BLOOMFIELD TOWNSHIP (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.

 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

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 follow 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.

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.

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, VILLAGE OF FOWLERVILLE, CITY OF HOWELL, CITY OF LINDEN, VILLAGE OF MILFORD, AND THE BLOOMFIELD TOWNSHIP 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.
- 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 27, 2025. 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, 2025 and any unfinished work due to weather conditions shall be completed by September 14, 2025, 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:

 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 Farmington – DPW Superintendent, Chuck Eudy, Village of Fowlerville – Director of Public Works, Cathy Elliott, City of Howell – Deputy Director of Public Services, Mike Spitler, City of Linden – Director of Public Works, Don Grice, Village of Milford – Director of Public Services, Mike Karll, Bloomfield Township - Road Foreman, Duane Poole, 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, VILLAGE OF FOWLERVILLE, CITY OF HOWELL, CITY OF LINDEN, VILLAGE OF MILFORD, AND THE BLOOMFIELD TOWNSHIP, 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 12, 2025

Pre-bid meeting and walk-through

Emailed questions and RFP clarifications due
Responses to email questions posted on MITN
Sealed Bids due and Bid opening at the Wixom
February 19, 2025 12 pm
February 20, 2025 5 pm

City Clerk's Office March 5, 2025 1:30 pm Notice to Proceed, implementation schedule determined March 28, 2025

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.
 - 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.
- 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:

- 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 passportsize 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:

- 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.
- 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.

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.

- 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.

- 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:

 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

 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, VILLAGE OF FOWLERVILLE, CITY OF HOWELL, CITY OF LINDEN, VILLAGE OF MILFORD,

AND THE BLOOMFIELD TOWNSHIP

Bid Signature Page & Bill of Materials **OVERBAND CRACK SEALING/ SEAL COATING 2025**

Company nar	ne: K & B Asphalt Sealcoating Inc	
Address:	120 N Main St, Unit A	
	Adrian, MI 49221	

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, 2025 at 1:30 pm.

ITEM		OVERBAND CRACK FILL		SEAL COATING	
	UNIT	UNIT PRICE	UNIT	UNIT PRICE	
CITY OF WIXOM	LB	\$1.16	SQ FT	\$.09	
CITY OF FARMINGTON	LB	\$1.16	SQ FT	\$.09	
VILLAGE OF FOWLERVILLE	LB	\$1.16		\$.09	
CITY OF HOWELL	LB	\$1.16	SQ FT	\$.09	
CITY OF LINDEN	LB	\$1.16	SQ FT	\$.09	
VILLAGE OF MILFORD	LB	\$1.16	SQ FT	\$.09	
BLOOMFIELD TOWNSHIP	LB	\$1.16	SQ FT	\$.09	
% discount of unit price if all contawarded.	tracts	%			

THIS PROPOSAL IS NOT-TO-EXCEED:

CITY OF WIXOM: \$45,000 BY 6/15 CITY OF FARMINGTON: \$45,000 AFTER 7/1 VILLAGE OF FOWLERVILLE:

\$30,000 BY 6/30 CITY OF HOWELL: \$30,000 BY 6/30, \$30,000 BY 9/15 (\$60,000 TOTAL)

CITY OF LINDEN: \$40,000 BY 6/30 VILLAGE OF MILFORD: \$20,000 BY 6/15

BLOOMFIELD TOWNSHIP: \$50,000 BY 10/1

Equipment being utilized: 5 double wand hot rubber machines, 4 single wand hot rubber machines & 3 sealcoat tankers

Materials being utilized: 3405 & Pitch Black Asphalt Emulsion Sealer

PLEASE PRINT/TYPE:	
Company Name:K & B Asphalt Sealcoating	g Inc
Address:120 N Main St, Unit A, Ad	lrian, MI 49221
Agent Name & Title: Rocky Wingfield	
Telephone Number: 517-264-2541	
E-Mail Address: rocky@kbasphaltsea	
	Date: 2/25/2025
WARRANTY: Manufacturer's standard warranty sho This Contractor shall guarantee his work for a period against defects due to faulty workmanship or mater	d of two (2) years from date of final acceptance
The Bidder, in compliance with the RFP and having proposes to furnish equipment and services as are n accordance with the contract documents for the Bid. Municipalities reserve the right to accept or reject, informalities and irregularities therein, to award the Municipalities reserve the right to award the contracinterest of the Municipality. The undersigned submit conditions of the RFP and hereby affixes authorized An individual doing business as	ecessary to perform all the work stated in The undersigned understands that the n whole or in part, any and all proposals, to waive contract to other than the lowest Bidder. The ct to one or more contractors if it is in the best is this proposal in accordance with the terms and signatures representing:
A Partnership - State the full no	ames ot the general partners:
A Limited Liability Company, o	rganized in the state of
X A Corporation, organized in the	state of Michigan
A Joint venture formed between	
Signature	Date 2 25 25 25
Rocky Wingfield Printed Name	Owner / President Title
K & B Asphalt Sealcoating Inc Company Name	517-264-2541 Phone Number
120 N Main St, Unit A, Adrian, MI 49221 Address, City, State, Zip	

Appendix B

CITY OF WIXOM, CITY OF FARMINGTON, VILLAGE OF FOWLERVILLE, CITY OF HOWELL, CITY OF LINDEN, VILLAGE OF MILFORD, AND THE BLOOMFIELD TOWNSHIP

Qualifications Questionnaire OVERBAND CRACK SEALING/ SEAL COATING 2025

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.

o question in questions may result in rejection of your proposul.					
Name of Company: K & B Asphalt Sealcoating Inc					
Address: 120 N Main St, Unit A					
City, State Zip: Adrian, MI 49221					
Telephone: <u>517-264-2541</u>					
Website: www.kbasphaltsealcoating.com					
Agent's Name (please print): Rocky Wingfield					
Agent's Title: Owner / President					
Email Address: rocky@kbasphaltsealcoating.comCell Phone Number: 517-403-1600					
1. Organizational structure (Corporation, Partnership, etc.): Corporation					
Has any officer or partner of this organization owned or operated a company that declared bankruptcy during the last 10 years? NoX					
3. How many years has your organization been in business under its present name? 30+ years					
4. Under what other or former names has your organization operated? N/A					
5. How many full time employees? 50 throughout season Part time? 0					
6. Address of your local facility <u>1451 Benner Hwy, Clayton, MI 49235</u>					
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.					
A majority of our employees have been with us over the course of five seasons. We have had numerous road contracts.					
-					
9. Will you be using any subcontractors for any work that may be performed under the					

17	lo Subcontractors will be used.				
References: Provide at least four (4) references of recent contracts comparable in scope to RFP, one (1) of which must be a municipality or local government, for work performed with past three (3) years. Use an additional sheet if you have more references to provide.					
_	Company Name_Lenawee County Road Commission				
\mathbf{C}	ompany Address 2461 Treat Hwy, Adrian, MI 49221				
C	ontact Name <u>Jason Schnaidt</u> Phone Number <u>517-265-6971</u> ength of Contract <u>Various years beginning 2012</u>				
Ī	ype of Services Provided				
	Hot rubber crack fill on various County roads.				
	The factor of th				
_					
_	ompany Name Monroe County Road Commission				
C	ompany Address 840 S Telegraph Rd, Monroe, WI 48161				
Ċ	ontact Name Chris Carter Phone Number 734-240-5166 ength of Contract Various years beginning 2016				
L, T	ength of Contract <u> Various years beginning 2016 </u>				
	Hot rubber crack fill on various County roads.				
	Hot rubber crack fill on various county roads.				
	Company Name_Eklhart County Highway Division Company Address 610 Steury Ave, Goshen, IN 46528 Contact Name Mario Soto Luna Phone Number 574-533-0538 Length of Contract 1 year Lype of Services Provided Hot rubber crack fill on various County roads.				
_					
	Company Name Shiawassee County Road Comission				
(Company Address 701 W Corunna Ave, Corunna, MI 48817 Contact Name Bradley Rigoulot Phone Number 989-743-2228				
L	enath of Contract 1 year				
1	ype of Services Provided				
I	Hot rubber crack fill on various County roads.				
_					
_					

THE FORECOING OUTSTION NAMED IS A TRUE STATE OF THE STATE
THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS
Signature of Authorized Firm Representative:
Signature of Authorized First Representative: Francis (1900)
Representative's Name (Please Print) Rocky Wingfield
Date: 2/25/2025

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, VILLAGE OF FOWLERVILLE, CITY OF HOWELL, CITY OF LINDEN, VILLAGE OF MILFORD, AND THE BLOOMFIELD TOWNSHIP 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, VILLAGE OF FOWLERVILLE, CITY OF HOWELL, CITYOF LINDEN, VILLAGE OF MILFORD, AND THE BLOOMFIELD TOWNSHIP as additional insured, coverage afforded is considered to be primary and any other insurance The CITY OF WIXOM, CITY OF FARMINGTON, VILLAGE OF FOWLERVILLE, CITY OF HOWELL, CITY OF LINDEN, VILLAGE OF MILFORD, AND THE BLOOMFIELD TOWNSHIP 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, 49045 Pontiac Trail, Wixom, MI 48393, The City of Farmington, 23600 Liberty Street, Farmington, MI 48335, Village of Fowlerville, 213 South Grand Ave, Fowlerville, MI 48836, City of Howell, 611 E. Grand River Ave., Howell, MI 48843, City of Linden, 132 E. Broad St., Linden, MI 48451, Village of Milford, 1100 Atlantic Street, Milford, MI 48381, and Bloomfield Township, 4200 Telegraph Road, PO Box 489, Bloomfield Township, MI 48303-0489.
- 6. Proof of Insurance Coverage: The Contractor shall provide The CITY OF WIXOM, CITY OF FARMINGTON, VILLAGE OF FOWLERVILLE, CITY OF HOWELL, CITY OF LINDEN, VILLAGE OF MILFORD, AND THE BLOOMFIELD TOWNSHIP 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.

•		

K & B Asphalt Sealcoating, Inc.

Commercial & Residential * Hot Rubber Crack Filling * Sealcoating * Paving * Striping * Fully Insured

February 26, 2025

Hello -

We have enclosed one insurance certificate so that you can see we have coverage. If we are awarded the bid, we will provide the remaining insurance certificates.

Please let us know if you have any questions.

Thank you.

Policy Number:

Date Entered:

2/25/2025

DATE (M M/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

2/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT STEVE HAYES PRODUCER HAYES INSURANCE AGENCY, INC. (517) 423-6280 PHONE (517) 423-8316 FAX (A/C, No): 4752 OCCIDENTAL HWY ADDRESS: ADRIAN, MI 49221 NAIC #

INSURER(S) AFFORDING COVERAGE INSURER A: FREMONT INSURANCE CO 13994 INSURER B; ACCIDENT FUND INS. CO. OF AMERICA 10166 K & B ASPHALT SEALCOATING, INC. INSURED INSURER C : ROCKY WINGFIELD 120 N MAIN ST, UNIT A INSURER D: ADRIAN, MI 49221 INSURER E : INSURER F : REVISION NUMBER:

CERTIFICATE NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EXP {MM/DD/YYYY} POLICY EFF (MM/DD/YYYY) ADDL SUBR TYPE OF INSURANCE POLICY NUMBER s 1,000,000 EACH OCCURRENCE COMMERCIAL GENERAL LIABILITY DAMAGE TO RENTED PREMISES (Fa occurrence) 100,000 3/28/2024 3/28/2025 CPP0046302 CLAIMS-MADE X OCCUR s 5,000 MED EXP (Any one person)

s 1,000,000 PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: \$ 2,000,000 PRODUCTS - COMP/OP AGG PRO-JECT POLICY COMBINED SINGLE LIMIT (En accident) OTHER: s 1,000,000 AUTOMOBILE LIABILITY BODILY INJURY (Per person) 3/28/2024 3/28/2025 ANY AUTO CAP0023464 SCHEDULED AUTOS NON-OWNED AUTOS ONLY RODILY INJURY (Per accident) OWNED AUTOS ONLY HIRED AUTOS ONLY PROPERTY DAMAGE \$ 2,000,000 EACH OCCURRENCE UMBRELLA LIAB OCCUR s 2,000,000 3/28/2025 3/28/2024 CUP0031313 AGGREGATE EXCESS LIAB CLAIMS-MADE RETENTION \$ DED PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 1,000,000 E.L. EACH ACCIDENT ANY PROPRIETORA PARTNERA EXECUTIVE OFFICERAMEMBER EXCLUDED? 5/8/2024 5/8/2025 AF WCP100114522 В s 1,000,000 E.L. DISEASE - EA EMPLOYEE (Mandatory in NH) s 1,000,000 lf yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER HAS ADDITIONAL INSURED STATUS ON THE GENERAL LIABILITY, AS PER WRITTEN CONTRACT, AS WELL AS WAIVER OF SUBROGATION.

CERTIFICATE HOLDER	CANCELLATION
CITY OF WIXOM 49045 PONTIAC TRAIL	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
WIXOM, MI 48393	AUTHORIZED REPRESENTATIVE Means Brown

ACORD



MasterFormat: 32 12 73 32 13 76.16



AUGUST 2017 (Supersedes March 2012)

3405

Hot-Applied, Single Component, Polymeric Joint Sealant

DESCRIPTION

3405 is a quality, hot-applied, single-component polymeric compound. It offers excellent bonding properties, high resiliency, and resistance to degradation from weathering.

USES

3405 was specifically formulated for the costeffective sealing of cracks and joints in Portland cement and asphalt concrete highways. It is ideal for large, medium, and small-scale sealing projects.

FEATURES/BENEFITS

- Provides excellent, durable bond.
- Highly resiliency in harsh conditions.
- Highly resistant to deterioration due to various weather conditions.

PACKAGING

55 pound (24.95 kg) cartons containing two 27.5 pound (12.47 kg) blocks individually wrapped in poly bag liners.

COVERAGE

12.7 lb./100 lineal feet

SPECIFICATIONS

ASTM D1190 ASTM D3405 ASTM D6690, Type I, II and III AASHTO M 173 AASHTO M 324 Corps. of Engineers, CRD C 530 FAA P-605 Federal Specification SS-S-1401C

TECHNICAL DATA

TEST	TYPICAL RESULTS
Penetration, mm/10	80
Resilience, %	63
Flow, cm	0.1
Bond test, 50% extension @ -20° F (-29° C)	Pass
Viscosity @ 380° F (183° C), CPS	2,000
Wt. per gallon, lb.	10
Wt. per liter, kg.	1.20
Recommended pouring temp.	370° F (188° C)
Recommended safe heating temp.	390° F (199° C)
VOC Content, g/L	0

APPLICATION

Melting ... 3405 should be melted in an oil-jacketed melter-applicator equipped with an agitator and separate temperature thermometers for oil bath and melting vat. Sealing may be done at air temperatures of 40° F (4° C) and higher.

Surface Preparation ... The joints and cracks to be sealed must be clean and dry. Dust, dirt, and laitance should be removed prior to application. Proper routing should be slightly larger than the existing crack/joint to ensure proper adhesion to sidewalls.

NOTE: Application of sealant into frozen or wet pavement will result in loss of bond and premature failure of the sealant.

CONTINUED ON REVERSE SIDE...

W. R. MEADOWS, INC. P.O. Box 338 • HAMPSHIRE, IL 60140-0338 Phone: 847/214-2100 • Fax: 847/683-4544

1-800-342-5976 www.wrmeadows.com HAMPSHIRE, IL /CARTERSVILLE, GA /YORK, PA FORT WORTH, TX /BENICIA, CA /POMONA, CA GOODYEAR, AZ / MILTON, ON /ST. ALBERT, AB New Concrete Pavement Sealing ... Typical joint configuration should be 3/8" (9.54 mm) wide with a 1/2" (12.7 mm) depth for an approximate 1:1 width-to-depth ratio. Designated joint width and depth is determined by the appropriate highway or pavement authority. CERA-ROD_{TM} heat-resistant backer rod from W. R. MEADOWS may be installed in the joint opening to control depth and sealant usage.

Asphalt Pavement and Maintenance Sealing ... For ideal sealing with maximum effectiveness, it is suggested that cracks or joints be routed out to provide a sealant reservoir 1/2" (12.7 mm) wide with a minimum depth of 1/2" (12.7 mm). This provides for a 1:1 width-to-depth ratio. For joints 1" (25.4 mm) wide, the suggested depth is 1/2" (12.7 mm) minimum. To control and maintain the suggested joint depth and sealant usage, CERA-ROD heat-resistant backer rod may be installed in the joint opening.

Application Method ... 3405 should be applied into the crack/joint, slightly overfilling. Once applied, a follow-up should be done with a soft rubber, U-shaped squeegee to form a wipe zone of approximately 3" - 4" (76.2 - 101.6 mm) wide along the crack/joint and flush with the highway or pavement surface.

PRECAUTIONS

Service life at recommended temperatures is approximately 12 - 15 hours. Application life may be extended by adding fresh material as sealant is applied and the quantity in the kettle decreases. 3405 hot-pour joint sealant can be reheated once within the prescribed safe heating temperature limits. Repeated reheating may result in material degradation or gelling in the melter. When the application life has been exceeded, 3405 will thicken, become stringy, and may gel. If this occurs, remove the sealant immediately from the kettle and discard.

Read and follow application information and use in accordance with the health and safety information shown on the label. Refer to Safety Data Sheet for complete health and safety information.

LEED INFORMATION

May help contribute to LEED credits:

 MRc9: Construction and Demolition Waste Management

For most current data sheet, further LEED information, and SDS, visit www.wrmeadows.com.



LIMITED WARRANTY

W. R. MEADOWS, INC. warrants at the time and place we make shipment, our material will be of good quality and will conform with our published specifications in force on the date of acceptance of the order. Read complete warranty. Copy furnished upon request.

Disclaimer

The information contained herein is included for illustrative purposes only, and to the best of our knowledge, is accurate and reliable. W. R. MEADOWS, INC. cannot however under any circumstances make any guarantee of results or assume any obligation or liability in connection

with the use of this information. As W. R. MEADOWS, INC. has no control over the use to which others may put its product, it is recommended that the products be tested to determine if suitable for specific application and/or our information is valid in a particular circumstance. Responsibility remains with the architect or engineer, contractor and owner for the design, application and proper installation of each product. Specifier and user shall determine the suitability of products for specific application and assume all responsibilities in connection therewith.



According to the federal final rule of hazard communication revised on 2012 (HazCom 2012) Date of Issue: 03/18/2016 Version: 1.0

SECTION 1: IDENTIFICATION

IDENTIFICATION

Product Form:

Mixture

Trade Name:

Pitch Black®

RELEVANT IDENTIFIED USES OF THE SUBSTANCE OR MIXTURE AND USES ADVISED AGAINST

Use of the Substance/Mixture:

Asphalt pavement surface sealant

DETAILS OF THE SUPPLIER OF THE SAFETY DATA SHEET

U.S. Seal International, Inc. 13155 Thomas Creek Rd. Reno, NV 89511

T: 775-851-3837 | sales@gopitchblack.com

EMERGENCY TELEPHONE NUMBER

CHEMTREC 1-800-424-9300

SECTION 2: HAZARD(S) IDENTIFICATION

CLASSIFICATION OF SUBSTANCE OR MIXTURE

This chemical is not considered hazardous according to the OSHA Hazard Communication Standard (29 CFR 1910.1200)

Eye Contact:

May cause irritation.

Skin Contact:

May cause irritation.

Inhalation:

May cause irritation.

Ingestion:

May cause stomach discomfort if swallowed.

LABEL ELEMENTS

Hazard Pictograms (GHS-US):

Signal Word:

WARNING

Precautionary statements (GHS-US):

Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear eye protection, protective gloves, protective clothing. Dispose of contents/container to comply with applicable local, national and international regulation.



OTHER HAZARDS

No additional information available.

UNKNOWN ACUTE TOXICITY (GHS-US)

Not Applicable

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

SUBSTANCE

Not Applicable

MIXTURE

Name	Product Identifier	%
Asphalt	(CAS No) 8052-42-4	35

SECTION 4: FIRST AID MEASURES

DESCRIPTION OF FIRST AID MEASURES

First Aid Measures General:

Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show label where

possible).

First Aid Measures after Inhalation:

Move to fresh air. If symptoms persist, get medical

advice/attention.

First Aid Measures after Skin Contact:

Remove affected clothing and wash all exposed skin area with

mild soap and water, followed by warm water rinse. If skin

irritation occurs, get medical advice/attention.

First Aid Measures after Eye Contact:

Rinse immediately with plenty of water. Obtain medical attention

if pain, blinking or redness persists.

First Aid Measures after Ingestion:

Rinse mouth. Do not induce vomiting. Obtain medical attention.

MOST IMPORTANT SYMPTOMS AND EFFECTS, BOTH ACUTE AND DELAYED

Symptoms/Injuries after Inhalation:

Possible irritation

Symptoms/Injuries after Skin Contact:

Possible irritation

Symptoms/injuries after Ingestion:

Possible stomach discomfort

Chronic Effects:

No known hazards in normal industrial use.

INDICATION OF ANY IMMEDIATE MEDICAL ATTENTION AND SPECIAL TREATMENT NEEDED

Treat symptomatically.



EXTINGUISHING MEDIA

Suitable Extinguishing Media:

Foam. Dry powder. Carbon dioxide. Water spray. Sand.

Unsuitable Extinguishing Media:

Do not use a heavy water stream.

SPECIAL HAZARDS ARISING FROM SUBSTANCE OR MIXTURE

Fire Hazard:

None known.

Explosion Hazard:

None known.

Reactivity:

Stable

ADVICE FOR FIREFIGHTERS

Firefighting Instructions:

Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Avoid firefighting water

to enter environment.

Protective Equipment for Firefighters:

Do not enter fire area without proper protective equipment,

including respiratory protection.

SECTION 6: ACCIDENTAL RELEASE MEASURES

PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT AND EMERGENCY PROCEDURES

General Measures:

Avoid contact with skin, eyes and clothing.

FOR NON-EMERGENCY PERSONNEL

Protective Equipment:

Use personal protective equipment as required.

Emergency Procedures:

Evacuate unnecessary personnel.

FOR EMERGENCY RESPONDERS

Protective Equipment:

Equip cleanup crew with proper protection.

Emergency Procedures:

Ventilate area. Eliminate ignition sources.

ENVIRONMENTAL PRECAUTIONS

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

METHODS AND MATERIAL FOR CONTAINMENT AND CLEANING UP

Methods for Cleaning Up:

Soak up spills with inert solids, such as clay or diatomaceous earth as soon as possible. Collect spillage. Store away from other materials. Collect all waste in suitable and labeled containers and dispose according to local legislation.

REFERENCE TO OTHER SECTIONS

Refer to sections 8 and 13.



SECTION 7: HANDLING AND STORAGE

PRECAUTIONS FOR SAFE HANDLING

Precautions for Safe Handling:

Provide good ventilation in process area to prevent formation of vapor. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Avoid contact with skin, eyes and clothing.

Hygiene Measures:

Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Handle in accordance with good industrial hygiene and safety practices.

CONDITIONS FOR SAFE STORAGE, INCLUDING ANY INCOMPATIBILITIES

Storage Conditions:

Keep in the original container in a cool, well ventilated place away from: Heat sources, Incompatible materials. Keep container closed when not in use.

Incompatible Materials:

Strong oxidizing agents.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

CONTROL PARAMETERS

Asphalt (8052-42-4)		
ACGIH	ACGIH TWA (mg/m³)	0.5 mg/m³ (fume, inhalable fraction)
NIOSH	NIOSH REL (ceiling) (mg/m³)	5 mg/m³ (fume)

EXPOSURE CONTROLS

Appropriate Engineering Controls:

Ensure adequate ventilation. Emergency eye wash fountains and safety showers should be available in the immediate vicinity

of any potential exposure.

Personal Protective Equipment:

Avoid all unnecessary exposure.

Hand Protection:

Wear protective gloves.

Eye Protection:

Chemical goggles or safety glasses.

Skin and Body Protection:

Wear suitable protective clothing.

Respiratory Protection:

In case of insufficient ventilation, wear suitable respiratory

equipment.

Other Information:

Do not eat, drink or smoke during use.



SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

INFORMATION ON BASIC PHYSICAL AND CHEMICAL PROPERTIES

Physical State:	Liquid
Appearance:	Black Thick Liquid
Color:	Black
Odor:	Characteristic
Odor Threshold:	No Data Available
pH:	No Data Available
Melting Point:	No Data Available
Freezing Point:	No Data Available
Boiling Point:	212 – 250° F
Flash Point:	None Known
Relative Evaporation Rate (Ether=1):	Slower than Ether
Flammability (solid, gas):	None Known
Explosive Limits:	No Data Available
Explosive Properties:	No Data Available
Oxidizing Properties:	No Data Available
Vapor Pressure:	No Data Available
Relative Density:	No Data Available
Relative Vapor Density at 20° C:	Heavier Than Air
Density:	10.5 lbs./gal; Approximately
Solubility:	No Data Available
Log Pow:	No Data Available
Auto-Ignition Temperature:	No Data Available
Decomposition Temperature:	No Data Available
Viscosity:	No Data Available
Viscosity, kinematic:	No Data Available
Viscosity Dynamic:	No Data Available



OTHER INFORMATION

No additional information available

SECTION 10: STABILITY AND REACTIVITY

REACTIVITY

Stable

CHEMICAL STABILITY

Stable

POSSIBILITY OF HAZARDOUS REACTIONS

Hazardous polymerization will not occur.

CONDITIONS TO AVOID

None known.

INCOMPATIBLE MATERIALS

Strong oxidizing agents.

HAZARDOUS DECOMPOSITION PRODUCTS

Fume. Carbon Monoxide. Carbon Dioxide.

SECTION 11: TOXICOLOGICAL INFORMATION

INFORMATION ON TOXICOLOGICAL EVENTS

Acute Toxicity:

Not Classified

Asphalt (8052-42-4)	
LD50 Oral Rat	> 5000 mg/kg
LD50 Dermal Rabbit	> 2000 mg/kg

Skin Corrosion/Irritation:

Not Classified

Serious Eye Damage/Irritation:

Not Classified

Respiratory or Skin Sensitization:

Not Classified

Germ Cell Mutagenicity:

Not Classified

_Asphalt ((8052-42-4)
IARC	

_

Group 2B

Reproductive Toxicity:

Not Classified

Specific Target Organ Toxicity (Single Exposure):

Not Classified



Specific Target Organ Toxicity (Repeated Exposure):

Not Classified

Aspiration Hazard:

Not Classified

Symptoms/Injuries After Inhalation:

May cause irritation.

Symptoms/Injuries After Skin Contact:

May irritate eyes and skin.

Symptoms/Injuries After Ingestion:

May cause stomach discomfort if swallowed.

SECTION 12: ECOLOGICAL INFORMATION

TOXICITY

No additional information available.

PERSISTENCE AND DEGRADABILITY

ΙÞ	tch Black®	
	ersistence and Degradability	Not established.
-	rsistence and Degradability	

BIOACCUMULATIVE POTENTIAL

Pitch Black®	
Bioaccumulative Potential	Not established.
Asphalt (8052-42-4)	
BCF Fish 1	(no bioaccumulation expected)

BCF Fish 1 MOBILITY IN SOIL

No additional information available.

OTHER ADVERSE EFFECTS

Effect on Ozone Layer:

No additional information available.

Effect on Global Warming:

No additional information available.

Other Information:

Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

WASTE TREATMENT METHODS

Waste Disposal Recommendations:

Dispose in a safe manner in accordance with local/national

regulations.

Ecology - Waste Materials:

Avoid release to the environment.



SECTION 14: TRANSPORT INFORMATION

DEPARTMENT OF TRANSPORTATION

In accordance with DOT Not regulated

TDG

Not Regulated

<u>IATA</u>

Not Regulated

<u>IMDG</u>

Not Regulated

SECTION 15: REGULATORY INFORMATION

US FEDERAL REGULATIONS

SARA Title II - Section 313:

There are no known ingredients subject to reporting.

INTERNATIONAL REGULATIONS

Listed on AICS (Australian Inventory of Chemical Substances)

Listed on IECSC (Inventory of Existing Chemical Substances Produced or Imported in China)

Listed on Korean ECI (Existing Chemicals List)

Listed on NZIC (New Zealand Inventory of Chemicals)

Listed on PICCS (Philippines Inventory of Chemicals and Chemical Substances)

Listed on CICR (Turkish Inventory and Control of Chemicals)

INTERNATIONAL INVENTORIES

TSCA: DSL/NDSL:

Complies Complies

US STATE REGULATIONS

No additional information available.



SECTION 16: OTHER INFORMATION

Date of Preparation:

03/18/2016

Abbreviations and Acronyms:

ACGIH (American Conference of Government Industrial Hygienists). GHS (Globally Harmonized System). HCS (Hazard Communication Standard). IARC (International Agency for Research on Cancer). OSHA (Occupational Safety and Hazard Administration). PEL (Permissible Exposure Level). STEL (Short-Term Exposure Limit). TSCA (Toxic Substances Control Act). TWA (Time Weighted Average).

Other Information:

None



NFPA Health Hazard:

1 – Exposure could cause irritation, but only minor residual injury even if no treatment is given.

NFPA Fire Hazard:

0 - Materials that will not burn.

NFPA Reactivity:

0 – Normally stable, even under fire exposure conditions, and are not reactive with water.

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.

•		

Farmington City Council Staff Report

Council Meeting Date: June 16, 2025 Item Number 7K

Submitted by:

Charles Eudy, Superintendent

Agenda Topic: 2025 Sidewalk Program

Proposed Motion:

Move to approve Change Order No. 10 extending the 2020 Sidewalk Replacement Contract to Luigi Ferdinandi & Sons during the 2025/26 Fiscal Year not to exceed \$320,100.

Background:

In conjunction with the city's consulting engineer's Orchard Hiltz & McCliment Advisors (OHM), bids were solicited for the Farmington 2020/21 Sidewalk Program. The project was awarded to Luigi Ferdinandi & Son Cement Company Incorporated of Roseville Michigan at the March 2020 Council Meeting.

OHM has reviewed the unit pricing from Luigi Ferdinandi & Sons. There will be no unit pricing increase from FY 24/25 to FY 25/26. The unit pricing is comparable to other municipal sidewalk projects. Public Works Administration and OHM are recommending extending the contract with Luigi Ferdinandi & Sons Cement Company Incorporated, located at 16481 Common Road, Roseville, MI, 48066 an addition year for the 2025/26 Sidewalk Replacement Program City Administration has budgeted \$320,100 this fiscal year for construction. Additional \$33,000 funding has been allocated for inspections and project management.

With the contractor's aggressive schedule anticipate completing the sidewalk replacements in areas near Prospect Street near the High School, Shiawassee Road west of Farmington Road, Glenview Street, and the Alta Loma area. Focusing on the sidewalk replacement program in this area is the most cost effective to address, the open sidewalk work orders, and conduct repairs in the largest area of use.

Luigi's Ferdinandi & Sons has been a great contractor to work with and has worked well with the residents, and OHM conducting sidewalk improvement projects.

Materials:

Sidewalk Change Order No. 10 Sidewalk Approximate Quantities Additional Locations 25/26



May 7, 2025

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

RE: Recommendation of Award – 2025 Sidewalk Program

Dear Mr. Eudy:

In 2020, the City requested bids for the Sidewalk Program job and Luigi Ferdinandi & Son Cement Co., Inc., located at 16481 Common Road, Roseville MI, 48066, was the low bidder selected for the project. In each subsequent year since 2020, the City has extended the contract with them in order to complete even more sidewalk improvements throughout different areas of the City.

The City has planned to continue/extend the contract of the Sidewalk Program this year (2025) to complete sidewalk improvements within the area bounded by Grand River Ave and Freedom Rd, to the north and south, and Farmington Rd and Gill Rd, to the east and west. We recommend that Luigi Ferdinandi & Son Cement Co., Inc. is, once again, awarded the job. OHM Advisors has continued to have favorable experience working with this contractor within the City of Farmington over the existence of this program. We've spoken directly with the contractor regarding the scope of work and anticipated project schedule, and they indicated that they are capable of completing all work items within the allotted project timeline. Further, the contractor has committed to holding their same unit prices from 2024 for this year as an added benefit to the City and this program.

Based on the above evaluation, it is recommended that the 2025 Sidewalk Program contract be awarded/extended to Luigi Ferdinandi & Son Cement Co., Inc. of Roseville, MI in the not to exceed amount of \$320,100.00.

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

Sincerely, OHM Advisors

Matthew D. Parks, P.E.

Austin Downie, P.E.

cc: David Murphy, City Manager File

	PROJECT TOTALS						
	Item	Unit	Price 2025	Plan	Total		
1	Audio Video Route Survey, Div. I	Ls	\$3,031.88	1	\$3,031.88		
2	Mobilization, Max. \$4000, Div. I	Ls	\$3,031.88	1	\$3,031.88		
3	Traffic Maintenance and Control, Div. I	Ls	\$3,031.88	1	\$3,031.88		
4	Curb and Gutter, Rem	Ft	\$12.13	200	\$2,425.50		
5	Sidewalk, Rem	Syd	\$21.83	4842.44	\$105,708.14		
6	Pavt, Rem	Syd	\$21.83	10	\$218.30		
7	Sidewalk Ramp, Rem	Syd	\$21.83	1	\$21.83		
8	Excavation, Earth	Cyd	\$60.64	10	\$606.38		
9	Undercut Aggregate, 21AA Limestone	Cyd	\$36.38	10	\$363.83		
10	Aggregate Base, 21AA Limestone, 8 inch	Syd	\$21.83	10	\$218.30		
11	Maintenance Aggregate, 21AA Limestone	Ton	\$0.01	10	\$0.11		
12	Structure Cover, Adj	Ea	\$303.19	6	\$1,819.13		
13	Hand Patching	Ton	\$0.01	1	\$0.01		
14	Conc Pavt, Nonreinf, 8 inch	Syd	\$98.23	10	\$982.33		
15	Curb and Gutter, Conc, Det F4	Ft	\$48.51	200	\$9,702.00		
16	Curb Ramp Opening, Conc	Ft	\$48.51	10	\$485.10		
17	Detectable Warning Surface	Ft	\$48.51	280	\$13,582.80		
18	Sidewalk Ramp, Conc, 6 inch	Sft	\$9.70	2785	\$27,020.07		
19	Sidewalk, Conc, 4 inch	Sft	\$7.28	38341	\$278,988.29		
20	Sidewalk, Conc, 6 inch	Sft	\$8.49	2456	\$20,849.60		
21	Irrigation Repair Allowance	Dir	\$1,736.44	1	\$1,736.44		
	·	Total	\$473,823.75				

Street	Total - minus LS items	Total SFT	4"	6"	6" Ramp	Curb/Gutter	ADA SW	ADA Ramp
Shawasse St.	\$ 43,580.17	3635	3320	75	240	70	6	8
Grand River Ave	\$ 33,866.04	3475	3350	125	0	0	0	0
Glenview	\$ 41,500.31	4240	3940	300	0	0	0	0
Liberty	\$ 10,338.69	1050	925	125	0	0	0	0
Farmington	\$ 2,668.05	275	275	0	0	0	0	0
Schulte	\$ 53,185.15	4615	3810	75	730	80	0	7
Fleming	\$ 15,038.10	1625	1525	100	0	0	0	0
Gill	\$ 16,402.44	1675	1550	125	0	0	0	0
Freedom	\$ 16,523.72	1675	1450	225	0	0	0	0
Cass	\$ 21,314.08	2055	1800	175	80	0	4	0
Macomb	\$ 7,790.71	681	585	16	80	0	4	0
Moore	\$ 18,221.57	1875	1850	25	0	0	0	0
Alta Loma	\$ 52,421.12	5215	4725	275	215	0	0	4
Oakland	\$ 2,056.82	212	212	0	0	0	0	0
Wilmarth	\$ 17,124.03	1545	1225	80	240	0	5	1
State	\$ 55,398.42	4615	2955	460	1200	50	14	3
Courtland	\$ 13,825.35	1425	1425	0	0	0	0	0
Others	\$ 36,172.69	3694	3419	275	0	0	0	0
Totals	\$ 457,427.47	43582	38341	2456	2785	200	33	23

Farmington City Council Staff Report

Council Meeting Date: June 16, 2025 Item Number 7L

Submitted by:

Charles Eudy, Superintendent

Agenda Topic:

Consideration to approve City of Farmington Public Works Department to join SOCPWA (Southeastern Oakland County Public Works Association Public Works Mutual Aid Authority) Joint and Cooperative Agreement for use of personnel and equipment during emergencies.

Proposed Motion:

Move to approve for the City of Farmington Public Works Department to join SOCPWA (Southeastern Oakland County Public Works Association Public Works Mutual Aid Authority) Joint and Cooperative Agreement for use of personnel and equipment during emergencies.

Background:

Many surrounding communities are members of SOCPWA. Farmington Department of Public Works has two registered members, the Superintendent and Assistant Superintendent. The Joint and Cooperative Agreement can fill a gap in time in the event of an emergency prior to the State declaration of an emergency and extend after an emergency has been declared.

The SOCPWA (Southeastern Oakland County Public Works Association Public Works Mutual Aid Authority) Joint and Cooperative Agreement for use of personnel and equipment during emergencies to assist Public Works Departments during and after emergencies or disaster. The SOCPWA Joint and Cooperative Agreement is another resource for the Public Works Department to use in the event of emergency or disaster managing and operating the City of Farmington clean-up efforts. Several communities assisted the City of Farmington and Farmington Hills following the July 2021 weather event, even though Farmington was not a member of the previous agreement.

SOCPWA has an emergency notification system that is routinely tested, and when a member needs equipment, parts, or staff. Members can respond via email or text messaging 24/7/365.

Materials:

SOCPWA Mutual Aid Authority Agreement

JOINT AND COOPERATIVE AGREEMENT FOR USE OF

PERSONNEL AND EQUIPMENT DURING EMERGENCIES

SOUTHEASTERN OAKLAND COUNTY PUBLIC WORKS ASSOCIATION PUBLIC WORKS MUTUAL AID AUTHORITY

I. PURPOSE

The member communities of the Southeastern Oakland County Public Works Association (SOCPWA) recognize that they have authority pursuant to the provisions of Public Act 35 of 1951, an Act to authorize intergovernmental contracts between municipal corporations and to authorize any municipal corporation to contract with any other person or any other municipal corporation; to furnish any lawful municipal service to property outside the corporate limits of the first municipal corporation for consideration. The result establishes a regional mutual aid association, to be known as the Public Works Mutual Aid Authority, representative of the various communities with authority and responsibilities relating to utilization of resources to counteract natural and man-made disasters common to all communities, together with the power and authority to implement such services as set forth herein.

II. DEFINITION OF TERMS

For purposes of this Agreement, the terms defined in this section shall have the meanings given them.

- 1. Party means a governmental unit which is a party to this Agreement.
- 2. *Eligible party* means a governmental or corporation unit which is entitled to become a party to this Agreement, at its own option.
- 3. Requesting party means a party which requests assistance from other parties.
- 4. Responding party means a party which provides assistance to a requesting party.
- 5. Assistance includes personnel, materials and equipment.
- 6. Requesting official means the person who has been designated by the requesting party to request assistance from other parties.
- 7. Responding official means the person who has been designated by a party to determine whether and to what extent that party should provide assistance to a requesting party.
- 8. *Emergency* means a sudden and unforeseen situation requiring immediate action beyond the requesting party's capability.
- 9. Authority Secretary means the secretary of the Public Works Mutual Aid Authority.

10. Public Works Mutual Aid Authority means the organization formed by the Southeastern Oakland County Public Works Association to meet emergency situations within the boundaries of its member communities.

III. PARTIES

- 1. The parties to this Agreement shall consist of members of the Southeastern Oakland County Public Works Association and shall be known as the Public Works Mutual Aid Authority. Upon the adoption of a resolution by its governing body, an executed copy of this Agreement shall be forwarded by the member party together with a certified copy of the resolution authorizing the Agreement.
- 2. The Authority Secretary shall maintain a current list of the parties to this Agreement. Whenever there is a change of the parties to this Agreement, the Authority Secretary shall notify the designated responding official of each of the parties of such change.

IV. PROCEDURE

- 1. Each party shall designate and keep on file with the Authority Secretary the name of the person of that party who shall be its requesting official and responding official. A party may designate alternate officials to act in the absence of the primary official.
- 2. Whenever, in the opinion of a requesting official of a party, there is a need for assistance from other parties to assist the requesting party, such requesting official may, at his or her discretion, call upon the responding official of any other party to furnish assistance to and within the boundaries of the requesting party. It is the intention of the parties to this Agreement to cooperate in the event of an emergency by making available to a requesting party necessary or requested personnel, materials, and equipment without undue delay.
- 3. Upon the receipt of a request for assistance from a party, the responding official for any other party may authorize and direct the personnel of the responding party to provide assistance to the requesting party. Whether the responding party shall provide such assistance to the requesting party, and, if so, to what extent such assistance shall be provided, shall be determined solely by the responding official subject to such supervision and direction as may be applicable for him or her within the governmental structure of the party by which he or she is employed. Failure to provide assistance will not result in liability to any party.
- 4. When a responding party provides assistance under the terms of this Agreement, it may in turn request assistance from other parties as "back-up" during the time that it is providing assistance outside its boundaries.
- 5. Whenever a responding party has provided assistance to a requesting party, the responding official may at any time recall such assistance or any part thereof to

- the responding party, if the responding official in his best judgment deems this is in the best interest of his own agency.
- 6. When a responding party supplies equipment and personnel to a requesting party, said equipment and personnel shall remain under the direction and control of the responding party; shall be paid by the responding party; shall be protected by the Worker's Compensation of the responding party; and shall otherwise be deemed to be performing their regular duties for the responding party. However, the responding party shall undertake to coordinate with the requesting party the assistance which it provides. The requesting party shall provide all routine fueling and servicing of respondents' equipment and materials, and shall assume all costs thereof during the assistance period.
- 7. A responding party shall be responsible for its own personnel, equipment, and materials and for injuries or death to any personnel, or damage to any such equipment or materials, except that unused equipment and materials provided by the responding party shall be returned to the responding party by the requesting party when circumstances permit this to be done.
- 8. The requesting and responding parties may review any equipment repaired to determine if such repair was directly related to the emergency operation. If mutually agreed that repairs are required, they shall be the responsibility of the requesting party. Any disagreement which cannot be resolved by the responding and requesting parties shall be resolved by a committee established from the Public Works Mutual Aid Authority. Materials and supplies used by the responding party at the request or direction of the requesting party shall be reimbursed by the requesting party to the responding party.
- 9. An emergency response by a responding party, which is provided on a "gratis" basis, shall be limited to a maximum of forty-eight (48) hours duration. After such time, the responding party shall be reimbursed for labor and equipment by the requesting party. During this period of time, the requesting party shall actively seek to engage outside contractors to conduct the work being done by the responding party so as to expedite the return of the responding party to its home community.
- 10. The responding party shall maintain such records of the cost of labor, equipment and materials provided; and hours of work or operation as deemed necessary for recovery of costs in the event the incident becomes eligible for Federal or State Disaster Assistance. If declared eligible, these costs shall then be reimbursed by the requesting party in full or in a prorata share of assistance provided.
- 11. The requesting party shall not be responsible for any injuries, losses, or damages to persons or property arising out of the acts of any of the personnel of a responding party. Nor shall the responding party be responsible for injuries, losses or damages arising out of the acts of any of the personnel of the requesting party or the personnel of any other responding party.

12. Technical service and assistance of non-emergency nature may be requested and/or provided by the parties to this Agreement.

V. INSURANCE

Each party to this Agreement shall maintain appropriate insurance policies covering personal and public liability. Said policies shall cover damage or injury caused by negligent operation of its vehicles while operating under the terms of this Agreement outside of its corporate limits or contract areas.

VI. RESPONSIBILITY PROVISION

Each party agrees that it shall be responsible for any and all claims, costs, actions, causes of action, losses or expenses – including attorney fees, resulting from or caused by its acts or omissions, the acts or omissions of its employees, officers, or officials, pursuant to this Agreement.

Each party shall be responsible for any claims made against that party and for the acts of its respective officers, officials and employees. For any claims that may arise from the performance of this Agreement, each party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Agreement, none of the parties shall have any right under any legal principle to be indemnified by either of the other parties or any of the other parties' respective officers, officials, or employees in connection with any claim. For purposes of this paragraph, the term "claims" shall mean and include any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs and/or expenses of any kind which are imposed upon, incurred by, or asserted against a party.

Nothing in this Agreement is intended, nor shall it operate, to diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity or character of office including, but not limited to, governmental immunity on behalf of the parties to this Agreement or any of their respective employees, appointees, officials or agents.

VII. COMPLETE AGREEMENT

The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of this Agreement. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions, or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

VIII. APPROVALS

All of the parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The person signing this agreement on behalf of each municipality have legal authority to sign this Agreement and bind the parties to the terms and conditions contained herein.

IX. WITHDRAWAL, TERM, AND TERMINATION

This Agreement shall be for an Initial Term of five (5) years, from _______, 2025 through _______, 2030. If this Agreement is not terminated as provided below, it shall automatically renew annually for a Renewal Term of one (1) year, subject to the terms and conditions below. The Renewal Terms possible under this Section are not limited. Any party may withdraw from the Association at any time upon thirty (30) days written notice to the Authority. The Authority Secretary shall thereupon give notice of such withdrawal, and of the effective date thereof, to all other parties, as hereinbefore provided.

X. NO THIRD-PARTY BENEFICIARIES.

This Agreement is not intended to, and does not, create any special or other duty, obligation, promise, benefit or right to services not herein described in favor or for the benefit of any person, entity, or organization that is not a named party to this Agreement. The parties will not authorize third party use of the system without prior approval of those entering into this Agreement.

XI. ASSIGNMENTS.

The rights, duties and obligations under this Agreement are not assignable and may not be delegated by any party, except with the written approval of the other parties to this Agreement.

XII. NOTICES.

Notices under this Agreement shall be directed to current designated the Requesting/Responding Official identified on file with the Secretary.

XIII. AMENDMENTS.

Amendments of this Agreement shall be in writing, approved by resolution of the councils and boards of the parties, and be signed by authorized representatives of the parties.

XIV. SEVERABILITY.

If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force and effect.

XV. APPLICABLE LAW.

This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, possessive

or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.

XVI. NO WAIVER.

Absent an express written waiver, the failure of a party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

XVII. COMPLIANCE WITH LAWS.

Each party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

XVIII. FILING.

As provided in MCL 124.510, this Agreement and any amendments of it shall be filed with the Oakland County Clerk and Michigan Secretary of State before taking effect.

XIX. EFFECTIVE DATE		
This Agreement shall becor	me effective on	, 20
IN WITNESS WHEREOF, the	e undersigned, on behalf of thei	r governmental unit, have
	suant to authorization by the Ci	
, MIC	HIGAN on the day of	, 20
	City/Townshi	p of
	_	
WITNESS:	By:	Elected Official
	Cnier	Elected Official
WITNESS:	By:	
	Clerk	
	Б.	
	Date:	
	SOUTHEAS ⁻	TERN OAKLAND COUNTY
	PUBLIC WO	RKS ASSOCIATION
MUTNECO	D	
WITNESS:	By:	
	Date:	

CONSTITUTION AND BY-LAWS OF THE

SOUTHEASTERN OAKLAND COUNTY PUBLIC WORKS ASSOCIATION'S PUBLIC WORKS MUTUAL AID AUTHORITY

ARTICLE I

Name and Purpose

Section I: This organization shall be known as the "Public Works Mutual Aid Authority".

Section II: The purpose of membership in this association shall be to assist member communities in emergency situations, to exchange ideas, equipment, and methods of dealing with emergencies, and to protect the lives and property within member communities in the case of any emergency or disaster.

ARTICLE II Membership

Section I: Membership in this authority shall refer to public works departments, or its equivalent department.

Section II: Any public works department or organization holding membership in the Southeastern Oakland County Public Works Association, and that can be of reciprocal service to other members of said organizations evidenced by its maintenance of a level of equipment and labor sufficient to meet the ordinary and routine operations and services within its community, and are from an incorporated Village or City, a Township, or an authority created by such bodies, and is approved by a simple majority of the membership, shall be eligible for membership in this authority.

Section III: The following shall be known as members of this authority as of November 14, 2012:

Auburn Hills	Berkley	Birmingham	Bloomfield Township
Clawson	Farmington Hills	Ferndale	Hazel Park
Huntington Woods	Lathrup Village	Madison Heights	Novi
Oak Park	Orchard Lake Village	Pleasant Ridge	Rochester
Royal Oak	Southfield	SOCRRA	SOCWA
Village of Franklin			

ARTICLE III Dues

Section I: Each member shall pay an annual membership fee of \$10.00 per year, which shall be due and payable on January 31 of each year.

ARTICLE IV Officers

Section I: The officers of the Southeastern Oakland County Public Works Association shall be Chairperson, Vice Chairperson, and a Secretary-Treasurer, and shall constitute the Executive Committee of the Public Works Mutual Aid Authority.

Section II: The Chairperson shall have the following duties: To call all regular and special meetings; to preside and preserve order at all meetings; to appoint committees; to see that subordinate officers execute the obligations and duties of their respective offices to the best of their ability.

Section III: The Vice-Chairperson shall have the following duties: To assist the Chairperson in the discharge of his or her regular duties, and in the event of the absence of the Chairperson, to assume the duties of Chairperson.

Section IV: The Secretary-Treasurer shall have the following duties: To call the roll; to keep a record of all proceedings of the Authority; to collect all dues and other monies due the Authority; to pay out said monies on the order of the Authority; and to send notices of all regular and special meetings of the Authority. The Secretary-Treasurer shall make an itemized report of all income and expenses to be presented at the first regular meeting of each year. In addition, the Secretary-Treasurer shall maintain a current list of all members in the Authority.

ARTICLE V Meetings

Section I: The regular meeting of the Authority shall be held in January of each year. The time and location shall be determined by the executive committee.

Section II: Special meetings shall be called by the Chairperson with at least seven (7) days written notice to the membership.

Section III: A simple majority of the membership shall constitute a quorum.

Section IV: The Roberts Rules of Order shall govern.

Section V: Each member shall have one (1) vote.

ARTICLE VI Elections

Section I: The election of officers shall be held at the regular meeting of each year. This election shall be by secret ballot, or by open ballot, at the selection of the membership.

Section II: The officers of the Authority shall be elected for a term of two (2) years.

Section III: In the event of a vacancy occurring in the office of the Chairperson, the Vice Chairperson shall succeed to that office. The Chairperson shall appoint replacement officers for all vacancies.

ARTICLE VII Committees

Section I: The Authority shall have the following annual committee: Executive. Other committees may be formed to serve in an ad-hoc capacity, at the discretion of the executive committee.

Section II: Any committee shall have the authority to request assistance from any members of the Authority.

Section III: It shall be the duty of the Executive Committee to handle all matters that pertain to state legislation on matters of importance to the Authority.

ARTICLE VIII

Amendment and Dissolution

Section I: No amendment shall be made to these By-Laws unless proposed at the regular meeting in writing.

Section II: An amendment requires a two-thirds majority vote of the entire membership for acceptance.

Section III: This Authority may be disbanded by a three-fourths vote of the entire membership of the Authority, and a published or served notice shall be given to all members for that purpose at least one month before such a vote shall be taken.

Farmington City Council Staff Report

Council Meeting Date: June 16, 2025

Item Number 7M

Submitted by: Charles Eudy, Superintendent

Agenda Topic: Draw Request No. 3 Final

Proposed Motion:

Move to approve Draw Request No. 3 the Warner Home Grant Funding Exterior Repairs Phase 1 to R. Graham Construction LLC in the amount of \$ 2,235.00.

Background:

The ad hoc committee met to consider the initial scope of action to preserve the condition of the Warner Home using the Grant Funding the City of Farmington received from the State of Michigan.

The Grant Funding Exterior Repairs will include replacing the shingle roofs on the Gardeners Shed, Outdoor Kitchen, Outdoor Restroom, the cedar shakes on the Gazebo, replacing the low-pitch second floor roof, tuckpoint the three false chimneys, and one former operational chimney.

To complete the chimney tuckpointing a basket lift was required, the chimney tuckpointing required the chimneys to be torn down to the coin work then reconstructed and a new cap installed in replicating to the current chimney design and appearance.

To date the gazebo cedar shakes have been removed, new sheathing placed, water/ice shield, and new shingles, outdoor kitchen, gardeners shed, and outdoor accessible restroom roof replacements have been completed. The chimney tuck pointing/repairs has been completed. The low pitched second floor roofs have been replaced. Roofing materials to be used for the rear porch roof replacement have been returned and the rear porch roof replacement has been removed from the scope of this project.

Due to the condition of the facia board on the gardeners shed, and segments of the second floor low pitched roof. R. Graham Construction was instructed to replace the facia boards and gutter. The increased the scope of the project resulted in an additional \$1,600, plus the \$685 building permit expense. Contingency funds will cover the increased scope of work.

Public Works Superintendent recommends approving the Warner Home Grant Funding Exterior Repairs Draw Request No. 3 (Final) to R. Graham Construction LLC located at 30966 Grand River Ave., Farmington MI 48336 in the amount of \$2,235.00.

Materials:

R. Graham Construction, LLC Draw Request No. 3 (Final), dated 6/5/2025

DRAW REQUEST

R.GRAHAM CONSTRUCTION, LLC

www.rgrahamconstruction.com 30966 Grand River Ave., Farmington, MI 48336 *Phone* (248) 987-1155 *Fax* (248) 987-1161

Date: June 5, 2025

Name: CITY OF FARMINGTON

Address: 23600 LIBERTY ST

City: FARMINGTON, MI Phone: 248-474-5500

City. PARMINGTON, MI Phone: 240-4	Pilolic. 240-4/4-3300		
DESCRIPTION	AMOUNT		
JOB SITE: PO#18802			
GOVERNOR WARNER MANSION			
33805 GRAND RIVER AVE,			
FARMINGTON, MI			
GOVERNOR WARNER RENOVATIONS:	\$39,500.00		
- SIGNED APPROVAL 9/17/2024			
ADDITIONAL CHARGES TO BASE CONTRACT:			
 NEW FASCIA WOOD AND GUTTERS ON REAR OF HOUSE BOTH SIDES: 	\$ 1,600.00		
- BUILDING PERMIT PB24-00271:	\$ 685.00		
PAYMENTS RECEIVED AS FOLLOWS:			
- DEPOSIT: 10/25/24	<\$19,750.00>		
- DRAW PAYMENT: 11/21/24	<\$15,800.00>		
***CREDIT FOR CHANGE ORDER TO PORCH AREA. PORTION OF PROJECT			
CANCELED PER DPW/ CHUCK EUDY	<\$4,000.00>		
AMOUNT DUE	\$2,235.00		

Farmington City Council Staff Report	Council Meeting Date: June,16,2025	Item Number 7N			
Submitted by: Bob Houhanisin, Public Safety	y Director				
Agenda Topic:					
Request to Approve the Purchase Six (6) Sets of	of Firefighting Turnout Gear.				
Proposed Motion: Approve FY 2024/25 budge	et request to purchase Six (6) set	s of Globe GX3			
firefighting turnout gear from MacQueen Fire Ec	firefighting turnout gear from MacQueen Fire Equipment in the amount of \$18,319.18.				
The public safety department requests the purturnout gear. This equipment will be issued to repurchase is part of the approved 2024/25 fiscal	new Public Safety Officers and F				
Materials Attached:					

None

Farmington City Council Staff Report

Council Meeting Date: June,16,2025

Item Number

Submitted by: Bob Houhanisin, Public Safety Director

Agenda Topic:

Request to Approve the Purchase one (1) new Avigilon NVR5 Standard Server for the camera system.

Proposed Motion: Approve the purchase of one (1) Avigilon NVR5 Standard Server, Model NVR5-STD-48TB-S19-NA from Advanced Satellite Communications Inc. (A.S.C.) in the amount of \$28,841.08

In 2016, the department upgraded its basic video camera system. The previous system only included cameras in the cell block and the front desk. However, the new system added cameras to the exterior and interior of city hall. In 2020, the camera system was upgraded to include cameras in the downtown area, including the Sundquist Pavilion. Recent upgrades have placed additional cameras at the DPW and will expand the footprint of the downtown camera network. These cameras have been invaluable, solving crimes, observing traffic patterns, and resolving disputes.

The original server purchased in 2016 utilizes Windows 7, which is no longer serviceable and cannot be upgraded. The second server, which supports the 2020 project, utilizes Windows 10 and will no longer be supported in October of 2025. The current servers do not allow for camera expansion.

A.S.C has a server in stock that will meet the current needs of the system and will allow for upgrades and additional cameras to the network. The new server will operate Windows 11, which is supported and can be updated by Microsoft Windows. The new server is one year old, however A.S.C discounted the cost by \$5,000 and will extend the workmanship warranty from 30 days to 180 day. The service life of the new equipment is estimated to be 7-10 years.

The attached agreement with A.S.C is to replace and combine both servers into one unit.

I have coordinated with the Director of Finance, Jaime Pohlman, and the funds are available within the Public Safety FY24/25 budget, without requiring the use of fund balance.

Materials Attached:

A.S.C Quote

Bid Opening - City of Farmington Water Sewer Rate Study Date: May 27, 2025 - Time: 3:00 p.m.

Contractor/Vendor	Time Received	Bid Bond Yes/No	Total Bid Amount
CROWE LLP	5/14/2025		\$18-20K
	1:33 pm		Base
RAFTELIS	5/14/2025		\$39,312
	9:38 PM		
STANTEC	5/14/2025		\$78,470
	9:13 PM		
MUNICIPAL	5/13/2025		\$21,375
ANALYTICS	5:21 PM		
BENDZINSKI &	5/7/2025		\$23,000
CO	6:42 PM		



Avigilon Security Camera Server

Prepared For:

City of Farmington - Police

Bob Houhanisin 23600 Liberty Farmington, MI 48335

P: (248) 474-4700

E: PHouhanisin@farmgov.com

Prepared by:

Advanced Satellite Communications

Adam Barber 12137 Merriman Road Livonia, MI 48150

P: 734-793-1423

E: abarber@advancedsat.com

Quote #002873 v1

Date Issued:

06.12.2025 Expires:

06.30.2025

Scope of Work

Scope of Work – Avigilon Server Replacement

Client: City of Farmington

Project: Avigilon NVR5 Server Installation **Prepared by:** A.S.C. Security Systems

Overview:

A.S.C. Security Systems will provide and install one (1) new **Avigilon NVR5 Standard Server**, model **NVR5-STD-48TB-S19-NA**, to replace the two existing Avigilon recording appliances currently in use by the City of Farmington.

Scope of Work:

- Supply one (1) Avigilon NVR5-STD-48TB-S19-NA server (48TB storage, rack-mounted).
- Remove two (2) existing Avigilon recording appliances from service.
- Supply and install two (2) 24-Port POE Network Switches
 - Install Note: The existing camera cables are run directly to the recording appliances. To maintain an ordered system architecture, ASC will use the existing rack and install (2) Patch Panels for the camera feeds. The cameras will then be connected to network POE switches via patch cables.
- The wall mounted rack in the IT room will hold camera cable terminations and the new network POE Switches. A.S.C. will provide and install one (1) Rack Mounted UPS Battery Back-up to protect that equipment
 - o Install Note: The Floor Rack holding the existing appliances/new NVR has a UPS existing.
- Terminate Camera cables to new network POE Switches
- Transfer all existing camera licenses and configurations to the new server.
- Migrate recorded video archives to the new server (as storage and format allow).
- Configure the new NVR to operate within the City of Farmington's network environment.
- Ensure integration with existing Avigilon Control Center (ACC) software.
- Test all connected cameras for proper operation and recording to the new NVR.
- Provide basic training or orientation on the new system interface if requested.

Quote #002873 v1 Page: 1 of 4



Scope of Work

Exclusions / Assumptions:

- The City will provide access to all necessary network resources and administrative credentials.
- Any network infrastructure changes (switches, cabling, IP address configuration) are not included unless otherwise specified.

Warranty & Support:

- Dell Next Business Day Onsite After Remote Diagnosis. End Date Nov. 30, 2026
- Dell ProSupport One for Data Center. End Date Nov. 30, 2028
- A.S.C. workmanship is warranted for 180 days post-installation.
- Optional extended service and maintenance plans available upon request.

Payment Terms:

- 50% of the installation amount is due upon project approval.
- Balance is due Net 30 days post-installation.

Customer's Responsibilities

The City of Farmington will provide the following items for this installation:

- Grant A.S.C. Security Systems technicians access to all areas required for the installation, including server rooms, network closets, and camera management stations.
- Ensure Rack Space and Power Availability: Confirm that adequate rack space (19" rack) and power (standard server power outlet with backup UPS if available) are available at the installation location.

• Network Configuration:

Provide network configuration details and support, including:

- o Static IP address for the new NVR.
- o Subnet mask, default gateway, and DNS settings.
- o Any port forwarding or firewall changes necessary for remote access (if applicable).
- Backup of Critical Data: If specific archived footage or system settings must be preserved, notify A.S.C. in advance and ensure a backup is completed before the appliance removal process begins.
- Designate a point of contact to coordinate installation scheduling.

Quote #002873 v1 Page: 2 of 4



System Devices

Description		Price	Qty	Ext. Price
Avigilon NVR5 Standard. 48TB. 2U RACK MNT, WIN Server 2019		\$30,968.00	1	\$30,968.00
Switch (24-Port Network POE++, Gigabit, 4 ports @ 90W)		\$410.85	2	\$821.70
Patch Panel (24 Port. 1RU. for Keystone Jacks)		\$45.00	2	\$90.00
Cat6 Patch Cable (1ft, Yellow, Flexible, 24 pack)		\$31.00	2	\$62.00
Keystone Jacks. RJ45 Cat6. (50 pack)		\$98.98	1	\$98.98
UPS, 1500VA , 900W Rack-Mount, LCD		\$510.00	1	\$510.00
Subtotal:			\$32,550.68	

Installation Services

Product Description	Qty
Labor Fee: Installation, Configuration and Activation	1
Subtotal:	\$1,248.00

Discounts

Description		Price	Qty	Ext. Price
Discount-Security	Discount - Server Material or service discount.	(\$5,000.00)	1	(\$5,000.00)
			Subtotal:	(\$5,000.00)

Quote Summary	Amount
System Devices	\$32,550.68
Installation Services	\$1,248.00
Discounts	(\$5,000.00)
Subtotal:	\$28,798.68
Shipping:	\$40.00
Total:	\$28,841.08

Customer understands that any additional fees that may be incurred to comply with all applicable building codes, zoning ordinances or any other permits needed for installation is their responsibility. Further, reference to Plug and Play is defined herein as utilization of pre-existing cable distribution system for entire property, as is. Delays or distractions caused by customer during installation or service may be billed additionally upon written order to customer. Any alteration or deviation from above quoted specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above this quotation. This is the entire agreement, and no additional services or promise of performance is implied that is not contained herein. Acceptance of quotation - all terms and conditions as written are a part hereof and are binding upon the parties hereto. A.S.C. retains the right to substitute parts of equal or better value to complete a functional system. Upon clients written approval A.S.C. may access client's system(s) for virtual maintenance, trouble shooting and reporting functions. A.S.C. shall have no liability for any personal injury, property damage or other loss based on any claim at all including a claim the product failed to perform. A.S.C. will bill after functional completion of the job and expect payment due within Net 30 days. The Company reserves the right to send the account to a third party for collection. It is understood and agreed that The Company may do so for the entire amount remaining on the contract plus any collection costs incurred in the process. Note: Finance charges of 1.5% per month added to past due invoices. All products shown herein remain the property of A.S.C. until paid in full. Prices contained in this quotation shall be considered firm for a period of (30) days from the date of quotation unless otherwise stated herein. A.S.C. will charge a contained in this quotation shall be considered firm for a period of (30) days from the date of q

Quote #002873 v1 Page: 3 of 4



Acceptance		
Advanced Satellite Communications	City of Farmington - Police	
Adam Bohn		
Adam Barber	Bob Houhanisin	
Signature / Name	Signature / Name	Initials
06/12/2025		

Quote #002873 v1 Page: 4 of 4

Farmington City Council Staff Report

Council Meeting Date: June 16, 2025 Item Number 7P

Submitted by: City Manager

Agenda Topic: Amendment 1 to the assessing agreement with Oakland County.

<u>Proposed Motion</u>: Approve amendment 1 to the 2023-2025 assessing agreement with Oakland County for sixty days.

Background: On May 13, 2025 I received an email from the County that had our proposed Assessing Agreement attached. The contract was for three (3) years like the contracts before, except this one was 72% higher than the previous agreement. The timing of the notice did not give us much time to react to the increase because our budget had already gone to Council and the current contract ends on June 30, 2025. I learned that if I wrote to the County we might be able to get an extension as set forth in Section 10.7 of the current agreement. I wrote to the County and asked for a six (6) month extension, but the County only offered 60 days. I want this extra time to explore our options and help us make a more informed decision.

<u>Materials:</u> First amendment to the contract between Oakland County and the City of Farmington for assessing services.

The City of The Counded 1824
FARMINGTON

23600 Liberty Street Farmington, MI 48335 Telephone: 248-699-5121

Fax: 248-473-7261

May 29, 2025

To whom it may concern:

Having reviewed the proposed 2025 Oakland County Assessing Services contract with the City of Farmington, and while we greatly value the services provided by Oakland County Equalization, the proposed agreement represents a significant shift in our longstanding and valued partnership. The scope of changes and the shortened review period necessitate additional time to thoroughly evaluate the contract and all related considerations.

In light of this, and pursuant to Section 10.7 of the current agreement (attached), we respectfully request a six (6) month extension of the existing contract. This request is being submitted more than thirty days prior to the contract's expiration, in alignment with the terms outlined in the agreement.

As we intend to present this matter to the City Council for consideration, a timely response would be greatly appreciated.

Sincerely,

David M. Murphy

Farmington City Manager

CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE

FOR REAL AND PERSONAL PROPERTY ASSESSMENT ADMINISTRATION SERVICES WITH THE CITY OF FARMINGTON

This CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE FOR REAL AND PERSONAL PROPERTY ASSESSMENT ADMINISTRATION SERVICES (hereafter, this "Contract") is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter, the "County"), and WITH the City of Farmington, a Michigan Constitutional and Municipal Corporation whose address is 23600 Liberty Street, Farmington, Michigan 48335 (hereafter, the "Municipality"). In this Contract, either the County and/or the Municipality may also be referred to individually as a "Party" or jointly as "Parties."

INTRODUCTORY STATEMENTS

- 1. The Municipality, pursuant to the laws of the State of Michigan (hereafter, the "State"), including, but not limited to, the Michigan General Property Tax Act ("GPTA") (MCL 211.1, et seq.) is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the geographic boundaries of the Municipality for the purpose of levying State and local property taxes.
- 2. The Parties acknowledge that absent an agreement such as this, and in accordance with MCL 211.10(f)(1), if the Municipality does not have an assessment roll that has been certified by a qualified certified assessing officer, or if a certified assessor is not in substantial compliance with the provisions this of Act, the State Tax Commission (Commission) shall assume jurisdiction over the assessment roll and provide for the preparation of a certified roll. The Commission may order the County to prepare the roll; may provide for the use of state employees to prepare the roll; or may order the Municipality to contract with a commercial appraisal firm to conduct an appraisal of the property in the Municipality under the supervision of the County and Commission.
- 3. The Michigan General Property Tax Act (MCL 211.34(3)) provides that the County Board of Commissioners, through the Equalization Division, may furnish assistance to local assessing officers in the performance of certain responsibilities, including the discovery, listing, and valuation of properties for tax purposes, as well as the development and use of uniform valuation standards and techniques for the assessment of property.
- 4. The Municipality has requested the County's Equalization Division's Assistance in performing the "Real and Personal Property Assessment Administration Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.

5. The County has determined that it has sufficient "Assessment Division Personnel", possessing the requisite knowledge and expertise and is agreeable to assisting the Municipality by providing the requested "Real and Personal Property Assessment Administration Services" under the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Municipality mutually agree as follows:

- §1. <u>DEFINED TERMS</u>. In addition to the above defined terms (i.e., "Contract", "County", "Municipality", "Party" and "Parties", and "State"), the Parties agree that the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:
 - "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Municipality and/or any Municipality Agents, as defined herein. "County Agent" and/or "County Agents" shall also include any person who was a County Agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.
 - 1.2 "Equalization Division Personnel" as used in this Contract shall be defined as a subset of, and included as part of the larger group of, County Agents as defined above, and shall be further defined as any and all County Agents specifically employed and assigned by the County to work in the Equalization Division of the County's Department of Management and Budget as shown in the current County budget and/or personnel records of the County, for the express purposes of provided equalization services, and its related activities, in adherence with MCL 211.34.
 - 1.2.1 Any reference in this Contract to Equalization Division Personnel shall not include any County Agent employed by the County in any other function, capacity or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.
 - "Assessment Division Personnel" as used in this Contract shall be defined as a subset of, and are included as part of the larger group of County Agents as defined above. They are defined as County Agents specifically employed and assigned by the County Equalization Division, for the express purposes of providing Assessment Services, in adherence with MCL 211.10d. These activities include preparing the Municipalities annual assessment roll.

- 1.3.1 Any reference in this Contract to Assessment Division Personnel shall not include any County Agent employed by the County in any other function, capacity, or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.
- 1.4 "Real and Personal Property Assessment Administration Services" identified in this Contract as "Assessment Services," and by MCL 211.10d, are defined as those services provided by the County's Assessment Division Personnel. These services do not pertain to those provided by Equalization Division Personnel, or activities as provided by, or related as, County Equalization Services, MCL 211.34.
- "Municipality Agent" or "Municipality Agents" shall be defined to include, but not limited to, any and all Municipality officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors, whether such persons act or acted in their personal, representative, or official capacities, and/or any and all persons acting by, through, under, or in concert with any of them. No County Agent shall be deemed a Municipality Agent, and conversely, no Municipality Agent shall be deemed a County Agent. "Municipality Agent" shall also include any person who was a Municipality Agent at any time during this Contract but for any reason is no longer employed, appointed, or elected in that capacity.
- 1.6 "Claim(s)" shall be defined to include any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities or Claim(s) of any kind whatsoever which are imposed on, incurred by, or asserted against either the County and/or any County Agent, as defined herein, or any Claim(s) for which the County and/or any County Agent may become legally and/or contractually obligated to pay or defend against, or any other liabilities of any kind whatsoever, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (Federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of any alleged breach of any duty by the County and/or any County Agent to any third-person, the Municipality, including any Municipality Agent or any Municipality Taxpayer under or in connection with this Contract or are based on or result in any way from the County's and/or any County Agent's participation in this Contract.
- 1.7 "Municipality Taxpayer" shall be defined as any and all residents, property owners, persons, or entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.
- 1.8 "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition any, and all,

departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury, unless used in this Contract to provide specific context otherwise, and will do so as:

- 1.8.1 "Treasury" shall be defined as the "Department of Treasury," of the State of Michigan.
- 1.8.2 "Commission" shall be defined as the "State Tax Commission," of the Department of Treasury, of the State of Michigan.
- 1.8.3 "Tribunal" shall be defined as the "Michigan Tax Tribunal," of the Department of Licensing and Labor Affairs, of the State of Michigan.
- §2. PURPOSE OF COUNTY ASSESSMENT SERVICES. The Parties agree that the purpose of any and all "Equalization Division Assistance Services" is to provide Assessment Services to be performed under this Contract and shall be to assist (e.g., to help, aid, lend support, and/or participate in as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official functions, obligations, and Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.
- **§3.** ASSESSMENT SERVICES. The Parties agree the full and complete scope of any, and all, Assessment Services shall be as described and limited in the following subsections.
 - 3.1 Assessment Division Personnel will inspect, measure, list, and evaluate depreciation of real property as necessary; including new construction, newly modified existing real property improvements, demolition permits, reported fire damaged properties, and will adhere to State requirements. Assessment Division Personnel will conduct personal property canvass, process personal property statements, conduct audits; using appropriate assessment methods, personal property multipliers, and adhering to state requirements. Assessment Division Personnel will examine errors, omissions, or other applicable sources.
 - 3.2 Municipality agrees to provide the County with all fire reports and building permits relating to construction activity, and any site plans, architectural plans, blueprints, as requested and needed for new construction, additions, demolitions, and other activities related to assessment administration practices.
 - 3.3 Assessment Division Personnel will enter data into acceptable Computer Assisted Mass Appraisal (CAMA) software program, tested for data and quality integrity incorporating the State Tax Commission Assessors Manual. (i.e., BS&A software). Assessment Division Personnel will assess taxable property, including new construction, ensuring taxable value uncapping of any property following transfer of ownership. All updating of transfers of ownership will be made into an industry accepted CAMA software program.
 - 3.4 Assessment Division Personnel will annually determine assessed, capped, and

taxable value for each property.

- 3.5 Assessment Division Personnel will process and review all new exemption applications to determine compliance with statutory requirements, prior to approving, and/or making recommendations to local authority.
 - 3.5.1 Assessment Division Personnel will annually audit and determine existing exemptions to determine continuing eligibility.
 - 3.5.2 The Municipality agrees to cooperate with County and provide any and all applications, affidavits, and other documents which are provide to Municipality in a timely and organized manner in order for County to process.
- 3.6 Assessment Division Personnel will analyze sales data to uniformly and equitably generate accurate assessments and create land and ECF studies.
- 3.7 Assessment Division Personnel will evaluate mass appraisal acceptable statistical measurements for annual assessment-to-sale ratio studies.
- 3.8 Assessment Division Personnel will prepare and maintain ad valorem assessment roll, including property classifications, property descriptions, any special act-related roll(s) (e.g., IFT, CRA), and Municipality agrees to cooperate with Assessment Division Personnel in providing assistance when and where needed.
- 3.9 Assessment Division Personnel will sign all necessary pre-Board of Review assessment roll certifications, and attend Board of Review meetings, as required by state requirements and charter of Municipality. Assessment Division Personnel will present the certified assessment roll before the Board of Review, and mail Notice of Assessments, as required per state requirements. Municipality agrees to have its Board of Review membership filled and provide necessary support for all Board of Review functions in compliance with State requirements.
- 3.10 Upon request, Assessment Division Personnel agree to attend meetings with Municipality officials and meetings with the public, when reasonable notice of the meeting is given in advance to County.
- 3.11 Assessment Division Personnel will have the required certifications for Municipality and will maintain certifications, and all support staff will be trained to adequately assist Municipality leadership, staff, community residents and property owners.
- 3.12 Parties agree that during the process of developing assessments, it is in each Party's legitimate interest to promote full cooperation with each other, and for Assessment Division Personnel to provide the best possible Public Relations efforts with residents and business owners.
- 3.13 Assessment Division Personnel agree to respond to the general public's inquiries regarding its assessment records, and the inquiries for assessment and tax records under the Freedom of Information Act. Assessment records identified in MCL 211.10a will be made accessible and available for inspection and copying by the public regardless of its location. Access to and inspection of public records is

- available on the County's website, and in-person as indicated on signage located at the reception area of Equalization's main office, as required by MCL 211.10a.
- 3.14 Assessment Division Personnel will assist the Municipality in its own internal practices with providing calculations of estimations of cost only for commercial and/or industrial real property for special act project cost benefit analysis; provided that the necessary construction cost detail, and any other application related information, is made available. Assessment Division Personnel will not prepare estimates for speculative commercial and/or industrial developments that are requested by private individuals, developers, other private parties, or for individual residential properties.
- 3.15 Assessment Division Personnel shall make the assessments within the Municipality pursuant to MCL 211.10d and MCL 211.10e, and as of December 31, the State's statutory "Tax Day", unless court or statute requires otherwise (e.g., exemptions, bankruptcy orders, etc.). The Parties agree and based on the Contract Term as set forth in Section 10 of this Contract, the Assessment Division Personnel will develop each assessment roll as of December 31, 2023, for the 2024 tax year, and December 31, 2024, for the 2025 tax year.
- 3.16 Assessment Division Personnel will not provide any services which would preclude them from maintaining their duties in accordance with MCL 211.10d and MCL 211.10e, which includes serving in any capacity within the Municipality which could be considered a conflict of interest.
- 3.17 The County agrees to review Municipality approved splits and combinations prior to providing it with parcel identification numbers (PIN) and will update tax descriptions as they change over time to ensure accuracy of available parcel information.
- **MICHIGAN TAX TRIBUNAL.** Assessment Division Personnel agree to assist the Municipality in its defense relating to its appealed assessments involving the "Michigan Tax Tribunal" and "Tribunal".
 - 4.1 Michigan Tax Tribunal, "Entire Tribunal Division" and "Entire Tribunal". Both Parties agree Entire Tribunal cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes. The Parties agree to work together throughout the appeal process for a fair resolution, however, Assessment Division Personnel shall be the final decision-maker of all Entire Tribunal appeals.
 - 4.1.1 Municipality agrees its attorney will file its answer to each petition filed within the Entire Tribunal. Assessment Division Personnel agree to assist Municipality's attorney with any and all assessment records for its timely filing. The Parties agree Municipality attorney is responsible for all legal filings, including discovery, with the Tribunal.
 - 4.1.2 The Parties agree Assessment Division Personnel and Municipality attorney will work together throughout appeal duration, with Assessment Division Personnel sharing assessment and market related information.

- 4.1.3 Municipality agrees, if an outside appraisal report is required for use as evidence within the Entire Tribunal, the Municipality attorney will hire the private independent fee appraiser(s), who will be properly licensed or certified through the State of Michigan, for any real property-related property appeals, or otherwise qualified appraiser, for any non-real property appeal. Municipality further agrees the Selection of the appraiser will be made by Assessment Division Personnel, with participation and input from the Municipality attorney.
- 4.1.4 Municipality agrees it will be financially responsible for all costs incurred for any Tribunal appeals (e.g., appraisals, inspections, surveys, legal costs, etc.).
- 4.2 Michigan Tax Tribunal "Residential and Small Claims Division" and "Small Claims". Parties agree Small Claims cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes. The Parties agree to ensure public trust, Assessment Division Personnel shall be the final decision-maker of all Small Claims appeals.
 - 4.2.1 Small Claims cases Involving Assessment Division Personnel. The Parties agree many Small Claim cases are non-complex residential properties, other non-complex non-residential properties, and those involving Assessment Division Personnel filing Answers to Petitions, with remainder of communications directly with Petitioners (i.e., owners). These cases will be handled with Assessment Division Personnel preparing petition answers, valuation disclosures as evidence for the Tribunal, testimony provided by Assessment Division Personnel, and decisions provided by the Tribunal. In these cases, Municipality agrees its attorney would be involved, as necessary, and in instances when motion practice is required for inspection of the property, or if the case were appealed to the Court of Appeals.
 - 4.2.2 Small Claims cases involving Municipality attorney and/or appraisers. The Parties agree on complex residential properties, complex non-residential properties, cases involving special assessments, and other cases where the issue is of a legal nature, there is often a need for the Municipality attorney to file its answer from the start of the appeal, or for the Municipality to hire an independent fee appraiser. Municipality agrees to the selection of the appraiser by the Assessment Division Personnel, with participation and input from the Municipality attorney. Assessment Division Personnel will assist the Municipality attorney and will provide final resolution for any potential settlement solution, with input from the Municipality attorney. The Parties agree Assessment Division Personnel will determine complexity of the case and/or of the property on a case-by-case basis.
 - 4.2.3 Municipality agrees it will be financially responsible for all costs incurred for any Tribunal appeals (including but not limited to, appraisals, inspections, surveys, legal costs, photocopies etc.).
- 4.3 The Parties agree that they will cooperate and assist in appeals to the Court of

Appeals and State Supreme Court, and in cases filed in the Oakland County Circuit Court, in the same manner as set forth above. Municipality agrees that it is responsible for legal representation in all courts and for all costs incurred for any tax related appeals to Michigan courts (including but not limited to appraisals, inspections, surveys, legal fees and costs, etc.).

- §5. STATE TAX COMMISSION. Assessment Division Personnel agree to assist the Municipality involving any related activities, including petitioning and defense activities, relating to issues of classifications and incorrectly reported and omitted property ("MCL 211.154") involving the "State Tax Commission" and "Commission". Assessment Division Personnel will also provide those services necessary to initiate within, or to respond to inquiries from, the Commission including, but not limited to, assessment, incorrectly reported and/or omitted property, tax exemption, and/or classification matters pertaining to property located within the Municipality, and will prepare and file documents required with the Commission, and will appear before the Commission, when necessary.
- §6. MANNER IN WHICH COUNTY WILL PROVIDE ASSESSMENT SERVICES. The Parties agree that any and all Assessment Services to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively as defined herein.
 - 6.1 Assessment Division Personnel shall be employed and assigned by the County based on such appropriate qualifications and other factors as decided solely by the County.
 - 6.2 The Parties agree that the County shall be solely and exclusively responsible for furnishing all Assessment Division Personnel with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train and direct them under this Contract.
 - 6.3 The Parties agree the Assessment Division Personnel and Oakland County Equalization Division main office is located at 250 Elizabeth Lake Road, Suite #1000 W, Pontiac, Michigan, 48341.
 - 6.3.1 The Parties agree that County Agents will not maintain any specific, regular, or otherwise routine office hours located within the Municipality's offices.
 - 6.4 Municipality agrees to maintain its own staff who will support Assessment Division Personnel in delivery of any records, permits, fire reports, millage rates, or documents, as may be required.
 - The Parties agree Municipality is not acting in a certified or uncertified support staff capacity. This does not prevent the Municipality from providing its own public services in other professional capacities (e.g., Treasurer, Clerk, Building Department, etc.).
 - The Parties agree MCL 211.10d and MCL 211.10e will be adhered to when preparing the Municipality's assessment roll.

- Except as otherwise expressly provided for herein, the Parties agree and warrant that, at all times and for all purposes relevant to this Contract, the County shall remain the sole and exclusive employer of all County Agents and that the County shall remain solely and completely liable for any and all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.
- This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agents with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent and/or the conduct and actions of any County Agent. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:
 - 6.8.1 The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any County Agents and/or pay any and all County Agent's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any County Agents with the County, subject only to its applicable collective bargaining Contracts.
 - 6.8.2 The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent, any necessary County Agent's training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any County Agents performing any County duty or obligation under the terms of this Contract.
- 6.9 Municipality agrees that except as expressly provided for under the terms of this Contract and/or laws of this State, no Assessment Division or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise

remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.

- 6.10 Except as otherwise expressly provided by the Contract and/or applicable State law, the Parties agree and warrant that neither the County, nor any County Agent, by virtue of this Contract or otherwise, shall be deemed, considered, or claimed to be an employee of the Municipality and/or a Municipality Agent.
- 6.11 The Municipality shall not otherwise provide, furnish, or assign any County Agents with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any Assessment Service responsibilities under the terms of this Contract.
- §7. <u>LIMITS AND EXCLUSIONS ON COUNTY SERVICE</u>. Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other "Services" or assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under any and all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or any other adjudicative body or court, except as expressly provided for in this Contract.
 - 7.1 Municipality agrees it shall, always and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body. The Municipality is financially responsible for all valuation costs associated with any related Appraisals resulting from the assessment roll(s) pertaining to this Contract. All communications pertaining to appeals, and potential appeals, involving the State Tax Commission and Michigan Tax Tribunal shall be directly made to the Equalization Division by the Municipality legal counsel to ensure timeliness in its notifications.
 - 7.2 Except for those express statutory and any regulatory obligations incumbent upon the Assessment Division Personnel to defend assessments they performed before the Michigan Tax Tribunal, State Tax Commission and courts, the Parties agree that no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract or pursuant to any other agreement between the Parties to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal, State Tax Commission

or any other review body or court.

- §8. MUNICIPALITY AGENTS AND THE COUNTY. The Municipality agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Municipality Agents fully cooperate with all County Agents in the performance of all County Services under this Contract. Likewise, the County agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Assessment Division Personnel fully cooperate with Municipality Agents in the performance of all County Services under this Contract.
 - 8.1 Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality agrees that it shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.
 - 8.2 The Municipality agrees that it shall be solely and completely liable for any and all Municipality Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. The Municipality agrees to indemnify and hold harmless the County from and against any and all Claim(s) which are imposed upon, incurred by, or asserted against the County or any County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or other employment- related or based rights, including, but not limited to, those described in this section.
 - 8.3 The Municipality agrees that no Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a County Agent. Furthermore, the County or any County Agent will not be liable for any dissemination of assessment related information by the Municipality or any Municipality Agent.
- §9. <u>MUNICIPALITY RESPONSIBILITIES WITH THE COUNTY AND ITS AGENTS</u>. The Municipality agrees it shall provide, in a manner agreed upon with the County, and preserving all necessary confidentiality requirements, information pertaining to its activities affecting the tax

status of any parcel including but not limited to the following:

- 9.1 The establishment of Tax Increment Finance (TIF) Authorities (i.e., Brownfield Authority, Corridor Improvement Authority, Downtown Development Authority, etc.); the approval or amendment of related development/TIF plans.
- 9.2 The establishment of Economic Development/Redevelopment Districts (i.e., Planned Unit Development, Neighborhood Enterprise Zones, Renaissance Zones, etc.); the approval or amendment of related applications/plans.
- 9.3 The establishment of an abatement type district (i.e., Commercial Redevelopment, Commercial Rehabilitation, Industrial Development, Plant Rehabilitation, Obsolete Property Rehabilitation etc.); or amendment of related Property Tax Exemption Applications.
- 9.4 The approval of an ordinance or agreement for a Payment In Lieu of Taxes (P.I.L.O.T.) housing project.
- 9.5 The Municipality agrees to inform the County Agents regarding any increase in taxation which is governed by the Truth in Taxation Act. Further, the Municipality agrees to inform the County Agents regarding any millage increase (new) or renewal.
- 9.6 The Municipality will be responsible for maintaining a paper trail of any Special Assessment District (SAD) and Special Assessment Roll (SAR) development, any changes thereto, and their related billings, maintaining the rolls in balance, any required reports such as delinquency reports, and providing the County with the information necessary to prepare warrants.
- 9.7 The Municipality will forward all exemption applications, property transfer affidavits, personal property statements, and any and all other property assessment and property tax related documents affecting the status or value of property located within the Municipality to the County in a timely manner.
- 9.8 The Municipality shall provide a copy of all building permits with parcel identification numbers to the County Agents on a Monthly Basis.
- 9.9 The Municipality agrees to keep the County current with, and be responsible for, the following functions.
 - 9.9.1 Maintain adherence to its policies, any and all of its related ordinances, and all local and state laws and regulations.
 - 9.9.2 Maintain current address and name changes, including any and all parcel owner and occupant names.
- 9.10 The Municipality agrees to provide County Agents, and any related Boards of Review, committee, and related work groups, with adequate space for the County while they are present. The Municipality shall provide reasonable accommodation

such access to printers, copiers, etc. as to not impede their work. Accommodation will also be made for the public who come for assessing related inquiries, particularly during times when Boards of Review are in-session.

- §10. TERM AND PAYMENT SCHEDULE OF CONTRACT. The County will perform the Assessment Services for the Municipality for the term and payment of fees as provided for in the following subsections.
 - 10.1 The Contract term shall be from July 1, 2023, through June 30, 2025.
 - 10.2 For the period from July 1, 2023 through June 30, 2024 ("Contract Year 23-24"), the Municipality shall pay to the County the sum of \$19.51 for each parcel of Real Property description and \$14.27 for each Personal Property parcel description. Payment for Contract Year 23-24 is due and payable on or before <u>July 1, 2024</u>. If, or when, during the term of this Contract, there are additional Assessment Services requested by Municipality of the County, the Parties shall negotiate additional fees to be paid by the Municipality.
 - 10.3 For the period from July 1, 2024, through June 30, 2025 ("Contract Year 24-25"), the Municipality shall pay to the County the sum of \$20.29 for each parcel of Real Property description and \$14.84 for each Personal Property parcel description. Payment for Contract Year 24-25 is due and payable on or before <u>July 1, 2025</u>. If, or when, during the term of this Contract, there are additional Assessment Services requested by Municipality of the County, the Parties shall negotiate additional fees to be paid by the Municipality.
 - 10.4 The Municipality shall be responsibility for postage for any and all real and personal property statements and any and all real and personal property notices mailed for all work performed under this Contact.
 - 10.5 In the event that Municipality Agents, for whatever reasons, fail or neglect to undertake the tasks in any of the sections of this Contract, and the County Agents have to take on additional work tasks, then the County shall be paid on a time and material basis. Such rates shall be based upon the wages plus benefits of the County Agents performing said tasks.
 - 10.6 The Parties agree this Contract is effective as of the initial date as prescribed above when the Contract term begins, or in the event the Contract is signed after this date, then it is effective as of the execution by both Parties to this Contract and shall end on the provided Contract's conclusion date as provided herein, without any further act or notice from either Party being required.
 - 10.7 No less than 30 days prior to the Contract's ending date, both Parties may mutually agree to extend this contract for a period of no more than 180 days from the original Contract's ending date. Any, and all, County Services otherwise provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided for herein.
 - 10.8 If the Municipality fails, for any reason, to pay the County any monies when and as due under this Contract, the Municipality agrees that unless expressly

prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Municipality to the County. The Municipality waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Contract.

- 10.9 If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Contract. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid. The interest to be charged shall not exceed the annual maximum rate set forth in MCL 438.41.
- 10.10 Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Municipality.
- 10.11 Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the Municipality agrees that the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or liability whatsoever, any County services or performance obligations under this Contract.
- 10.12 The Parties agree that this and/or any subsequent amendments thereto, shall not become effective prior to the approval by concurrent resolutions of both the Oakland County Board of Commissioners and the Governing Body of the Municipality The approval and terms of this Contract, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the Municipality and shall also be filed with the office of the Clerk of the County and the Clerk for the Municipality.
- 10.13 The Parties agree that this Contract, and/or any possible subsequent amendments, shall be filed with the Michigan Secretary of State and this Contract, and/or any possible subsequent amendments, shall not become

effective prior to this required filing with the Secretary of State.

- 10.14 The Parties agree that except as expressly provided herein, this Contract shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Contract in any manner.
- §11. CANCELLATION OR TERMINATION OF THIS CONTRACT. Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.
 - 11.1 At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract, except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.
 - 11.2 The Parties agrees that any and all obligations, including, but not limited to, any and all indemnification and hold harmless promises, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.
- §12. NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO THE COUNTY. Except as expressly provided for in this Contract, the Municipality agrees that this Contract does not, and is not intended to, transfer, delegate, or assign to the County, and/or any County Agent or the Equalization Division any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to the Municipality under any applicable State Property Tax Laws.
 - 12.1 The Municipality shall, always and under all circumstances, remain solely liable for all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation. The Municipality agrees that under no circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.
 - 12.2 The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities or obligations that the Municipality may incur shall not become a debt, liability, obligation or Claim(s) against the County.
 - 12.3 The Parties agree that the Municipality shall always remain responsible for the ultimate completion of all Municipality duties or obligations under any and all applicable State Property Tax Laws. Nothing in this Contract shall relieve the

- Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.
- 12.4 The Municipality and Municipality Agents shall be and remain responsible for compliance with all Federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.
- §13. NO DELEGATION OR DIMINUTION OF ANY GOVERNMENTAL AUTHORITY. The Parties reserve to themselves any rights and obligations related to the provision of all of each Party's respective governmental services, authority, responsibilities, and obligations. Except as expressly provided otherwise herein, this Contract does not, and is not intended to, create, diminish, delegate, transfer, assign, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, civil or legal responsibility, obligation, duty of care, liability, capacity, immunity, authority or character of office of either Party to any other person or Party.
 - 13.1 The Parties further agree, notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party's County or Municipal Agents.
 - 13.2 Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to, in any way, limit or prohibit the Oakland County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.
- **§14.** INDEMNIFICATION, LIABILITY AND INSURANCE. The Municipality further agrees that the County shall not be liable to the Municipality for any, and all, Claim(s), except as otherwise expressly provided for in this Contract.
 - 14.1 The Parties agree that this Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the other Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any County services provided under this Contract will withstand any challenge before the State Tax Tribunal or any court or review body, or any other such performance-based outcome.
 - 14.2 In the event of any alleged breach, wrongful termination, and/or any default of any

term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special or consequential damages, including, but not limited to any replacement costs for County Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. provision and this Contract are intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.

- 14.3 Notwithstanding any other provision in this Contract, with regard to any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality or any Municipality Agent by any third person, including but not limited to any Municipality Agent or Municipality Taxpayer, arising out of any activities or Services to be carried out by any County Agent in the performance of this Contract, the Municipality hereby agrees that it shall have no rights pursuant to or under this Contract against the County and/or any County Agents to or for any indemnification (i.e., contractually, legally, equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the County and/or any of County Agents based upon any and all legal theories or alleged rights of any kind, whether known or unknown, for any and all alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality and which are alleged to have arisen under or are in any way based or predicated upon this Contract.
- 14.4 Each Party shall be responsible for any Claims made against that Party and for the acts of its Employees or Agents. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Contract, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its Employees or Agents in connection with any Claim. This Contract does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Contract shall be construed as a waiver of governmental immunity for either Party.
- 14.5 The Parties agree the County shall not be in breach of this Contract or responsible for any consequential or compensatory damages arising from any late performance

or non-performance of this Contract agreement caused by circumstances which are beyond the County's control (e.g., extreme illnesses, natural disasters, or other "acts of God").

- §15. INDEPENDENT CONTRACTOR. The Parties agree that at all times and for all purposes under the terms of this Contract, the County's and/or any and all County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, Agents, and servants during the term of this Contract. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.
- §16. COUNTY PRIORITIZATION OF COUNTY RESOURCES. The Municipality acknowledges and agrees that this Contract does not, and is not intended to, create either any absolute right in favor of the Municipality, or any correspondent absolute duty or obligation upon the County, to guarantee that any specific number(s) or classification of County Agents will be present on any given day to provide County services to the Municipality.
- §17. NO THIRD-PARTY BENEFICIARIES. Except as expressly provided herein for the benefit of the Parties (i.e., County or Municipality), this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.
- §18. CONFIDENTIALITY. The Parties agree, not to disclose any information which has been determined confidential by the Commission, and at least annually will review such requirements for confidential information handling with staff that will have contact with such record information.
- §19. CONSTRUED AS A WHOLE. The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.
- **§20.** CAPTIONS. The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.
- **§21. NOTICES.** Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided

for under this Contract to be delivered to either Party shall be sent to that Party by first class mail. All such written notices, including any notice canceling or terminating this Contract as provided for herein, shall be sent to the other Party's signatory to this Contract, or that signatory's successor in office, at the addresses shown in this Contract. All correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.

- **<u>§22.</u>** WAIVER OF BREACH. The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.
- §23. ENTIRE CONTRACT. This Contract sets forth the entire agreement between the County and the Municipality and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Municipality in any way related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Contract on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

(SIGNATURES CONTAINED ON FOLLOWING PAGES)

IN WITNESS WHEREOF, Sara Bowman, Mayor of the City of Farmington, hereby acknowledges that she has been authorized by a resolution of the Governing Body of the City of Farmington, a certified copy of which is attached, to execute this Contract on behalf of the Municipality and hereby accepts and binds the City of Farmington to the terms and conditions of this Contract.

EXECUTED: Voo Boumen

DATE: (0) 24/2023

Sara Bowman, Mayor City of Farmington

WITNESSED: Monday Bochmon Meaghan Bachman, Clerk
City of Farmington

DATE: 10 - 24 - 2023

IN WITNESS WHEREOF, David T. Woodward, Cha Commissioners, hereby acknowledges that he has been at	
County Board of Commissioners, a certified copy of which	
behalf of the Oakland County, and hereby accepts and b	
conditions of this Contract.	and canalia county to the terms and
EXECUTED: David T. Woodward, Chairperson Oakland County Board	DATE: 1/8/24
of Commissioners	
WITNESSED. John Stringfellow	DATE: 1.8.24
(Print Name) JOANN STRINGFELLOW County of Oakland	DATE:

of

FIRST AMENDMENT

TO CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE FOR REAL AND PERSONAL PROPERTY ASSESSMENT ADMINISTRATION SERVICES

WITH THE CITY OF FARMINGTON, MICHIGAN

This First Amendment to the Contract for Oakland County Equalization Division Assistance for Real and Personal Property Assessment Administration Services ("First Amendment") is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 N. Telegraph Rd., Pontiac, Michigan 48341 (hereafter, the "County") and with the CITY OF FARMINGTON, a Michigan Constitutional and Municipal Corporation whose address is 23600 Liberty Street, Farmington, Michigan 48335 (hereafter the "Municipality"). In this First Amendment the County and/or the Municipality may also be referred to individually as a "Party" or jointly as "Parties".

WHEREAS the Parties entered into a contract for Oakland County Equalization Division Assistance for Real and Personal Property Assessment Administration Services (the "Contract") to be provided to the Municipality from July 1, 2023 through June 30, 2025.

WHEREAS the Parties desire to amend the contract to exercise the option to extend the Contract as set forth in Section 10.7 of the Agreement.

NOW THEREFORE, the parties mutually understand and agree as follows:

- 1. The option to extend the Contract as set forth in Section 10.7 of the Contract is hereby exercised by the Parties. As a result, the Contract shall not expire on June 30, 2025, but shall continue and expire on **August 31, 2025**.
- 2. The Contract shall remain in full force and effect, to the extent not amended in this First Amendment. The Contract and this First Amendment constitute the entire agreement and understanding of the Parties and supersede all other prior written or oral understandings, communications or agreements between the Parties.
- 3. This First Amendment may be signed in counterpart and signed through electronic or facsimile signatures and shall be treated for all intents and purposes as original signatures.

{SIGNATURES CONTAINED ON FOLLOWING PAGES}

acknowledges that he has been authorized by a resolution of the Governing Body of the City of Farmington, a certified copy of which is attached, to execute this First Amendment on behalf of the Municipality and hereby accepts and binds the City of Farmington to the terms and conditions of this First Amendment.
EXECUTED:
Joe LaRussa, Mayor
City of Farmington
Date:
IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this First Amendment on behalf of the Oakland County and hereby accepts and binds Oakland County to the terms and conditions of this First Amendment.
EXECUTED: David T. Woodward, Chairperson Oakland County Board of Commissioners

Date:

IN WITNESS WHEREOF, Joe LaRussa, Mayor of the City of Farmington, hereby

Item Number **Council Meeting Farmington City Council** 7Q **Date:** June 16, 2025 **Staff Report** Submitted by: City Manager **Agenda Topic:** Water and Sewer rate study **Proposed Motion**: Approve contract with Municipal Analytics for a water and sewer rate study. **Background:** As we look into how we are going to resolve our water and sewer infrastructure issues we realize that no matter how we proceed, we need to have a water and sewer rate study preformed. Therefore, we put an RFP (request for proposals) out and received five back. The costs ranged from \$20,000 to \$78,470. I am recommending we engage Municipal Analytics from Ann Arbor in the amount of \$21,375 because of their client list and their proximity to Farmington.

Materials: List of bid results.

Bid Opening - City of Farmington Water Sewer Rate Study Date: May 27, 2025 - Time: 3:00 p.m.

Contractor/Vendor	Time Received	Bid Bond Yes/No	Total Bid Amount
CROWE LLP	5/14/2025		\$18-20K
	1:33 pm		Base
RAFTELIS	5/14/2025		\$39,312
	9:38 PM		
STANTEC	5/14/2025		\$78,470
	9:13 PM		
MUNICIPAL	5/13/2025		\$21,375
ANALYTICS	5:21 PM		
BENDZINSKI &	5/7/2025		\$23,000
CO	6:42 PM		

Farmington City Council Staff Report

Council Meeting Date: June 16, 2025

Informational

Submitted by: Melissa Andrade, Assistant to the City Manager

Agenda Topic: Minutes from City's Boards and Commissions

CIA: June minutes not yet posted

DDA: May 2025 Historical: April 2025

Parking: May 21 minutes not yet approved

Pathways: May 2025

Planning: April minutes not yet posted ZBA: May minutes not yet posted Library: April minutes not yet posted

Commission on Aging: May minutes not yet approved

Farmington/Farmington Hills Arts Commission: June meeting canceled

Commission on Children, Youth and Families: May 2025

Emergency Preparedness Committee: May 2025

DDA Board Meeting



8:00AM Wednesday, May 7, 2025

City Hall Conference Room

23600 Liberty Street

Farmington, MI 48335

MINUTES

The meeting was called to order by Todd Craft at 8:04 AM.

1. Roll Call

Present: Karlyn Cassidy, Sean Murphy, Todd Craft, Tom Pascaris, Shawn Kavanagh, Johnna Balk,

Donovan Singleton, Claire Perko (8:06)

Absent: James McLaughlan

Others Present: Jess Westendorf

2. Approval of Consent Agenda

a. Minutes: April 2, 2025 - DDA Board Regular Meeting

b. Minutes: April 21, 2025 - DDA Board Special Meeting

c. Minutes: April 24, 2025 - DDA Design Committee Meeting

d. Minutes: May 1, 2025 - DDA Board Special Meeting

Motion by Singleton, seconded by Pascaris to approve the items on the consent agenda. Motion passes unanimously.

3. Approval of Regular Agenda

Motion by Balk, seconded by Pascaris, to approve the items on the regular agenda. Motion passes unanimously.

4. Public Comment

Opened and closed by Todd Craft at 8:06.

5. Executive Director Report by Jess Westendorf

Executive Director Jess Westendorf shared updates on the completion of Mason's Corner, noting the team is ready to celebrate with the community this Friday, and channel 4 was in town last week to cover the project. She also highlighted progress on the Downtown Master Plan and Parking Study, with drone flyovers planned in June to help guide decisions. Thomas street study

and north lot study are underway to be informed by parking study and master plan. Jess mentioned the Farmers Market opened strong, event season is underway with an excellent kick off during Ladies Night Out. Engineering/Design team is preparing bid documents for the Art Park Promenade. She noted the end of the public art moratorium is in sight after recent City Council discussions, and thanked the board for their support through a busy and exciting spring. Budget season is here. Amendments with no surprise are later in the packet.

6. Approval of Pay Order #3 Warren Construction for Masons Corner

Motion by Perko, seconded by Singleton to approve Pay Order #3 in the amount of \$77,776.00 to Warren Construction for Masons Corner. Motion passes unanimously via roll call.

Ayes: 8 – Karlyn Cassidy, Sean Murphy, Todd Craft, Tom Pascaris, Shawn Kavanagh,

Johnna Balk, Donovan Singleton, Claire Perko

Absent: 1 – James McLaughlan

Nays: 0

7. Consideration to Approve Amended FY 2024-2025 Budget.

Motion by Singleton, seconded by Pascaris to amend the DDA 2024/25 Budget as shown in the projected column of the attached report. Motion passes unanimously via roll call.

Ayes: 8 – Karlyn Cassidy, Sean Murphy, Todd Craft, Tom Pascaris, Shawn Kavanagh,

Johnna Balk, Donovan Singleton, Claire Perko

Absent: 1 – James McLaughlan

Nays: 0

8. Committee Updates

- Promotions update by Shawn Kavanagh: "How Do You Farmington?" campaign, social content, MetroMode contract, Ladies Night recap.
- Organization update by Sean Murphy: Volunteer strategy, planning for May 9, and discussed name badges.
- Business Development update by Donovan Singleton: Extended hours outreach underway. Discussion of Syndicate extension in progress.
- Design update by Claire Perko: Thomas Street & North Lot plans, Art Park construction.
- Public Art by Claire Perko / Johnna Balk: City Hall call for art, tour concepts, will meet to discuss ongoing program. Westendorf added conversations regarding Midwest Sculpture Initiative.

8. Other Business

- Board discussed forming a hiring committee to select new DDA Project Manager. Hiring committee will consist of: Jess Westendorf (lead), Shawn Kavanagh, James McLaughlan.
- Discussed leadership transition rollout and communication strategy for Jess. Discussed updating board headshots through Focal Point.

9. Board Comment

- Crosswalk/traffic signal discussion at Farmington Road
- Coordinated messaging for DDA elevator speech so board members are all consistently telling the story.

10. Adjournment

Motion by Singleton, seconded by Perko to adjourn the meeting. Motion passes unanimously.

Meeting adjourned at 9:07 AM.

HISTORICAL COMMISSION REGULAR MEETING Minutes April 24, 2025

- 1. Meeting was called to order at 7pm
- 2. Roll call: Laura Myers, Jill Keller, Robert Senn, Rudy Wengorovius, Brandon Porterfield, Kevin Russom
- 3. Approval of agenda: Rudy motioned to approve and Brandon seconded
- 4. Public Comment: members from Friends of the Warner Manion attended highlighted was the success of history day in the schools; discussion around barn building and their history; historic building preservation; digitizing records; encouraging the website Michigan memories; America 250 projects looking for untold stories; Clarenceville cemetery is the next cemetery tour.
- 5. Approval of minutes from 2/27/2025: Robert motioned to approve and Rudy seconded, all ayes
- 6. Financial report: committee received it and there has been no activity. Kevin Parkins asked the city manager, David Murphy for \$2500 to be used for historical committee needs (general fund) and David Murphy approved it.
- 7. Warner Mansion activities:
 - a. No updates are known, on-going repairs continue
- 8. New Business:
 - a. Update Historical Commission Bylaws making some edits to the bylaws
 - i. Suggested changes:
 - Assist with mansion activities as needed
 - Change the meeting requirements to meeting at least once per quarter
 - Change 2.5 to state we only need to meet once a year, May, on the financials and report to the City
 - Change 4.3 to increase the expenditure to \$1000 for roll call vote
 - ii. Laura will type up the changes to the bylaws and send them out for approval then to legal

9. Old Business:

- a. Porch party at the mansion pre-founders festival
 - Robert needs to get the 501c3 from the Friends of Warner Mansion for Busch's.
 Busch's agreed to donate popsicles and ice cream sandwiches
 - ii. Jill will reach out to the parents of the kids that dressed up as historical figures of Farmington to see if they would be interested in participating
 - iii. Jill talked to the Joe LaRussa (mayor) and he has agreed to give a speech that night

- iv. Use the front windows at the mansion to advertise the party
- v. Laura will communicate to Julie Laws about our plans
- vi. Laura will check with Farmington Hills on getting a tent, table and chairs
- vii. We need to think about what games we will have
- b. Robert will reach out to Rolling Stoves to see if they would be interested in participating at any of our events
- c. Historic District survey
 - i. some pictures were lost and have to be re-taken
 - ii. Kevin Parkins was going to reach out to Farmington Hills on how they set up their webpage, Rudy will follow-up with Kevin on this
- 10. Correspondence and communications: stock statement was received
- 11. Commission Comments: none
- 12. Adjournment at 8:25pm by Laura



FARMINGTON PATHWAYS COMMITTEE

7:00 p.m. AGENDA May 14, 2025

- 1. CALL TO ORDER Chairperson called the meeting to order at 7:06pm
- 2. ROLL CALL Joe VanDerZanden, Heather Davies, Jamie Palmisano, Maria Taylor, Kevin Daniels, Dave Hearing
- 3. APPROVAL OF AGENDA Motion to approve by Maria and supported by Kevin, approved unanimously.
- 4. APPROVAL OF MINUTES
 - a. MEETING MINUTES, APRIL 9, 2025 Motion to approve by Maria and supported by Tim, approved unanimously.
- 5. MONTHLY INSPO How to fix dangerous overbuilt streets via YouTube
- 6. OLD BUSINESS
 - a. GRAND RIVER PEDESTRIAN CROSSING SURVEY UPDATE

529 respondents

Respondents comments reviewed

Reviewed MDOTs Crosswalk Evaluation Procedures

Top Five Crosswalks

- 1. Cass
- 2. Mayfield
- 3. Gill Road
- 4. Entrance near Chatham Hills Apartments
- 5. Lake Way

Identified and moving forward with the City (Gazebo Park, Power Road and School Street)

- 7. NEW BUSINESS
 - a. ANY NEW TARGET AREAS?
 - i. Grand River Streetscape
 Hole in sidewalk pavers near Farmington Garage
 Manhole cover dip in bike lane on Power Road and Valley View
 Asking Chris to address issue with Chuck at DPW
 - b. ANY NEW CITY CONSTRUCTION PROJECTS?
- 8. PUBLIC COMMENT N/A
- 9. COMMITTEE MEMBER COMMENT Past issues have been address, on Farmington Road and Folsom (sidewalk)
- 10. ADJOURNMENT 8:00pm Motion to approve by Jamie and supported by Kevin, approved unanimously.

Next meeting: JUNE 4, 2025

MEETING MINUTES

FARMINGTON/FARMINGTON HILLS COMMISSION ON CHILDREN, YOUTH, & FAMILIES

May 1, 2025

Community Room, Farmington Hills City Hall, 31555 W. Eleven Mile Rd., Farmington Hills, MI. 48336

1) Call to Order

- A. Meeting called to order at 6:10pm
- B. Quorum announced yes
 - a. Members present: Marie S., Bria L., Tammy L., Sharon S., Alisa V., Bhumika M.
 - b. Member absent: Jordon S., Rod W., Tanya N., Brian S.
 - c. Liaisons present: Marla Parker, Matthew Gale, Kristel Sexton
 - d. Others present: NA

2) Approval of Agenda

- A. Moved by Sharon
- B. Seconded by Tammy
- C. Motion passes

3) Approval of June 6, 2024 Minutes

- A. The following edits were proposed:
 - a. NA
- B. Moved by Tammy
- C. Seconded by Bria
- D. Motion passes

4) Youth Division Update

- A. ASYP reports that two bus drivers have been hired and are getting certified.
- B. Police Department has done a safety and emergency preparedness training for the staff
- C. Have an escape room activity planned
- D. HAWK outdoor courts are open
- E. Camp enrollment is 73% filled
- F. Activities coming up; Family camp out June 7-8, Kick off to Summer 6/12 and Mother son night in August.
- G. Marla complimented the activities at the "take your child to work day" events at the City/HAWK

5) Issues Committee Update

A. Volunteer event is set for 5/12/25 @ 7pm. Sharon and Marla updated the group about the event and the people who have been nominated. City will send someone to take photos. Commission members should arrive at 7pm to help and greet others.

- B. Earth Day painting went very well. The two tables were full of painters during the entire event and three bags of rocks were painted. The Nature center is willing to do rocks for the garden this summer. An allocation for supplies was voted on and \$400 was allocated Alisa/Bria. Jordon is planning the May panting event.
- C. Career Night follow up Farmington schools also does an event and the group discussed working with them or making a change in the commissions event to create a different model and not duplicate events.

6) New Business and Announcements

- A. Tammy had a fun announcement to share with the group.
- B. Krystal shared upcoming library events; AAPI this weekend 5/3/25, Summer Reading begins 6/1/25 everyone who signs up gets a free book, Schools Out Celebration @ Farmington Library 6/12/25 12-3pm.
- C. Discussed and planned for participation in the City of FH Police and Fire open house next September. Allocated funds for use at that event. \$100 Tammy/Bria
- D. Final meeting/planning event will be in June. \$300 allocated for event Tammy/Sharon.

7) Public Comments

A. NA

8) Adjournment

- A. Moved by Alisa
- B. Seconded by Sharon
- C. Motion passes
- D. Meeting adjourned at 7:00pm

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

MEETING CALLED TO ORDER By; Chair Sweeney at 5:06 PM.

MEMBERS PRESENT; Sweeney, Avie, Schertel, Thomas, Igwe, Card, Sloan, Ciaramitaro, Forshee, Dilts

MEMBERS ABSENT; Tyler, Dixon, Hopfe

OTHERS PRESENT; Friess (FPS), Piggott (FHPD), Pankow (FHFD), Yuskowatz (YMCA). Aldred (FH City Council)

OTHERS ABSENT; None

CITIZENS PRESENT: None

APPROVAL OF AGENDA; Motion by Avie, seconded by Schertel to approve the agenda as submitted.

Motion carried unanimously.

APPROVAL OF MEETING MINUTES; Motion by Avie and seconded by Schertel to approve the March 3, 2025 meeting minutes as submitted.

Motion Carried unanimously.

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

• The procedure for using funds with the City's new accounting system needs to be ascertained.

UNFINISHED BUSINESS;

- EPC Literature printing of 100 sets. Discussion of where literature could be printed and how the invoice would be paid. Suggestion that additional sets be printed for upcoming events.
- Orange Literature folders. Previously folders were obtained from the city.

NEW BUSINESS:

- Election of Commission Officers; Secretary
 - Card has volunteered to serve as EPC Secretary
 - o Chair Sweeney asked if there were any other candidates, no one responded
 - Card accepted nomination
 - o Motion by Sweeney to appoint Card to as EPC Secretary
 - o Motion carried unanimously
- Introductions of New Commissioner: Dilts (F);
- Costick Center Veterans Resource Fair, May 15, 9:00 AM to Noon
 - The EPC wants to have a booth but needs to confirm with the Fair organizer. Sweeney and Avie will staff the booth.
- City of Farmington Memorial Day Parade, May 26.
 - Freiss stated that FPS has the event staffed. The EPC can contact Sgt. Wren or Sgt. Hawkins to see if they need support.
- Farmington Founders Festival, July 17 to 19.
 - The EPC does want to have a presence at the festival distributing preparedness literature.
 - K. Ciaramitaro reported that EPC would likely not be able to use space in Corwell's booth like previous years.
 - The EPC does not have a tent, but one can be rented.
 - A signup schedule for EPC Commissioners to man the booth needs to be setup. The use of the app Signup Genius was suggested.
 - Parade

- Avie is coordinating the EPC's parade support and several commissioners have volunteered to assist. Commissioners can contact Avie to assist with the parade.
- Notices have gone out and groups/organizations are signing up to participate in the parade.
- Costick Center Seniors Health Fair, October 7, 10:00 AM to 2:00 PM;
 - o The EPC plans to have a booth.
- Monthly CPR/STB training is available monthly at FHFD Station #4. Ciaramitaro recommended hosting a train the trainer CPR course, Pankow agreed.
- Oakland County Sky warn training. Sweeney attended the class in Rochester Hills
 April 26 and encouraged commissioners to attend the class next time it is available.
- The FHPD Citizens Academy is in process and Commissioner Thomas has been attending.

LIAISON REPORTS;

- N. Yuskowatz (YMCA); Yuskowatz announced that she would no longer be the YMCA liaison. She was thanked by the EPC for her service.
- J. Piggott (FHPD); Provided a summary of recent incidents in Farmington Hills that involved FHPD response. There will be a promotion ceremony for the several Police Department staff on Friday, May 9.
- B. Pankow (FHFD); Discussed recent incidents that required the response of the FHFD. The construction of the new Emergency Operations Center (EOC) at Station #5 in ongoing.
- R. Friess (FPS); The Farmington Public Safety Department will have a commissioning ceremony for a new fire truck on Tuesday, May 13. Friess announced that he is retiring from the Farmington FPS in May and will no longer be the liaison. A new FPS liaison with the EPC attending future meetings. He was thanked by the EPC for his service.
- J. Aldred (FH City Council); Discussed after incident support for responders and the community impacted by the incident and will be looking into resources that can provide physical and mental health support in the aftermath of an incident.

COMMITTEE REPORTS;

• This item was tabled until the June 2, 2025 public meeting.

PUBLIC COMMENT; None

COMMISSIONER COMMENTS;

- R. Avie said that due to other obligations he may need to reduce his level of involvement with the EPC. A decision regarding EPC involvement will be made in the coming months.
- S. Thomas has been participating the Farmington Hills Citizens Police Academy.
- M. Sweeney said that he will be contacting commissioners about initiatives/projects to advance the EPC's mission.

NEXT MEETING DATE; The next public meeting Monday, June 2, 2025 at 5:00 PM in the Community Room of the Farmington Hills City Hall.

ADJOURNMENT; Motion by Thomas, seconded by Forshee adjourn.

Motion carried unanimously

Chair Sweeney adjourned the meeting at 6:12 PM.

Minutes taken by Secretary Card.