



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

REGULAR MEETING AGENDA

- 1. ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. APPROVAL OF ITEMS ON CONSENT AGENDA**
 - A. Election Grant Agreement – Institute for Responsive Government**
 - B. Hazard Mitigation Resolution Adoption**
 - C. SMART for Municipal Credits and Community Credits**
- 4. APPROVAL OF REGULAR AGENDA**
- 5. PRESENTATION/PUBLIC HEARINGS**
 - A. Main Street Oakland County grant from Michigan State University Federal Credit Union (MSUFCU) for Tech and Digital Small Business Support**
 - B. Historical Commission Annual Report**
- 6. NEW BUSINESS**
 - A. Consideration to approve an ordinance to amend City of Farmington Code Of Ordinances, Chapter 7, “Buildings And Building Regulations,” to add a new Article III, “Demolition”**
 - B. Nine Mile Task Force**
 - C. Emergency Sewer Repair Restoration**
 - D. Women’s Park – Phase II Improvements**
 - E. Farmington Civic Theater Discussion**
- 7. OTHER BUSINESS**
- 8. PUBLIC COMMENT**
- 9. CITY COUNCIL COMMENTS**
- 10. ADJOURNMENT**

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

Farmington City Council Staff Report	Council Meeting Date: October 7, 2024	Item Number 3A
Submitted by: Meaghan Bachman, City Clerk		
Agenda Topic: Grant Agreement - Institute for Responsive Government		
Proposed Motion:		
Background: <p>The Michigan Bureau of Elections notified local Clerks of a nonpartisan grant offered by the Institute for Responsive Government. The program allocated \$6 million dollars to local government offices in Michigan and 6 other states. The states, including Michigan were chosen to receive this funding because of taking the most significant steps towards making their election laws more responsive and user-friendly for voters and election administrators over the past three years. Funding is based on population; Farmington was awarded \$10,000 with this agreement.</p> <p>Grant funds can be used to cover expenses incurred between June 1, 2024 and May 31, 2025, for the nonpartisan public purpose of planning and operationalizing secure, efficient, and accessible election administration.</p> <p>This agreement has been reviewed by the City Attorney's Office. Thank you for your consideration.</p>		
Materials:		

IRG1-32084
Monday, September 9, 2024
Farmington City, Michigan

Dear Clerk Meaghan K. Bachman,

I'm pleased to inform you that the Institute for Responsive Government ("Responsive Gov"), a nonpartisan, nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award the **Farmington City Clerk's Office** ("Grantee") a grant to support its nonpartisan work planning and operationalizing secure, efficient, and accessible election administration. We based this decision on the information and materials provided in the **Farmington City Clerk's Office** Grant Application ("Application"), which is incorporated into this Grant Agreement as an Appendix. A copy of the Application has been provided simultaneously with this Grant Agreement for your records.

The following is a description of the grant:

- **Amount of Grant: \$10,000**
- **Public Purpose:** The grant funds must be used exclusively for the nonpartisan public purpose of planning and operationalizing secure, efficient, and accessible election administration in **Farmington City, Michigan**. Examples of uses that fall within this public purpose include expenditures for the key human, physical, and technological assets that the U.S. Department of Homeland Security has identified as necessary to conduct elections.*

Before Responsive Gov transmits these grant funds, an authorized representative of the **Farmington City Clerk's Office** must sign this agreement ("Grant Agreement"). By signing the Grant Agreement, the **Farmington City Clerk's Office** agrees to comply with all **United States, Michigan, and Farmington City** laws and regulations, including but not limited to those relating to taxes, gifts, and private funding of elections ("Applicable Laws"), when accepting and using the grant funds. Grantee also agrees to accept and use the funds subject to the terms and conditions below.

By signing this Grant Agreement, you agree and certify the following:

1. The **Farmington City Clerk's Office** is a U.S., state, or local government unit or political subdivision within the meaning of IRC section 170(c)(1). This grant shall be used only for the Public Purpose described above and for no other purposes.
2. The **Farmington City Clerk's Office** is authorized to receive this grant from Responsive Gov, receipt of the grant does not violate any Applicable Laws, and Grantee represents that it has taken all steps, including necessary approvals, required to apply for, accept, and utilize the grant for the Public Purpose set forth above and in the Proposal.
3. Grantee has submitted an Application, which (among other things) sets forth the intended use of grant funds. That Application is incorporated into this Grant Agreement as an Appendix. Grantee shall commence expending this grant for the purposes identified in its Application upon receipt and may use the grant funds for such purposes until May 31, 2025. If Grantee needs to reallocate grant funds between the purposes identified in the Application, Grantee is permitted to do so without any notice to Responsive Gov so long as those purposes are consistent with the Public Purpose described above.
4. If Grantee uses any part of this grant to fund another organization, it will take reasonable steps to

ensure that any grant funds are used consistently with the Public Purpose of this grant and all of the terms and conditions of this Grant Agreement. Grantee further agrees that the grant funds may not be used: (1) to participate in, intervene in, or carry on, directly or indirectly (including the publishing or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office or public referendum; (2) to engage in any effort to induce or encourage violations of law or public policy; (3) to cause any private inurement or improper private benefit to occur; or (4) for any purpose inconsistent with IRC Section 170(c)(2)(B), which relates to charitable, educational, scientific, religious, or literary purposes.

5. The **Farmington City Clerk's Office** shall not share with Responsive Gov—and Responsive Gov will never ask for—non-public or confidential information about your jurisdiction's voters or voting systems.

6. Grantee shall produce a report documenting how this grant has been expended to support its public purpose described above. This report shall be provided to Responsive Gov by June 30, 2025.

7. The purpose of the grant is to supplement the funds available to the **Farmington City Clerk's Office** and not to substitute for previously budgeted funds that would otherwise be provided to Grantee by **Farmington City, Michigan** but for the grant. You represent and warrant to the best of your knowledge that **Farmington City, Michigan** does not intend to reduce the **Farmington City Clerk's** budget or fail to appropriate or provide previously budgeted funds to the **Farmington City Clerk's Office** because it has received this grant.

8. Responsive Gov may discontinue, modify, withhold part of, or ask for the return of all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above conditions have not been met, (b) any of the representations or certifications by Grantee are inaccurate, or (c) Responsive Gov must do so to comply with Applicable Laws.

9. The grant term shall be June 1, 2024, through May 31, 2025, and is the period during which covered costs may be applied to this Grant. To request an extension of the grant term, Grantee must provide a written request, including a new requested end date, to Responsive Gov before the end date of the grant term. Grantee must receive an amendment to the Grant Agreement to expend funds beyond the grant term.

10. Beyond the rights and obligations specifically set forth in the Grant Application and this Grant Agreement, Responsive Gov claims no legal right to control or otherwise influence the Grantee's use of any funds provided pursuant to this Grant Agreement. Responsive Gov has no role or involvement in the operation or administration of elections conducted by **Farmington City Clerk** as a result of this Grant Agreement, independent of the provision of the grant itself. Furthermore, it is expressly understood that by making this grant, Responsive Gov neither has or incurs any obligation to provide additional funding to the Grantee.

Please indicate that you accept and agree to these terms and conditions by having an authorized representative of your election jurisdiction sign and certify below. Please return a scanned copy of the signed letter via the link in your email at your earliest convenience. If needed, you may also return it via email at grants@responsivegov.org.

Sincerely,



Sam Oliker-Friedland
Executive Director
Institute for Responsive Government

By signing this Grant Agreement, I certify that I am authorized to bind the Farmington City Clerk's Office to the terms and conditions of the Grant Agreement and that the Farmington City Clerk's shall fully comply with the Grant Agreement including all restrictions on the use of funds.

Accepted on behalf of Farmington City Clerk

By: _____

Title: _____

Date: _____

APPENDIX: Farmington City, Michigan *A More Responsive Government 2024 Grant Program* Grant Application Submitted to the Institute for Responsive Government

* See U.S. Department of Homeland Security, Cybersecurity and Infrastructure Security Agency, 2020 Election Infrastructure Subsector-Specific Plan, at 3-4 (2020), *available at* https://www.cisa.gov/sites/default/files/publications/election_infrastructure_subsector_specific_plan.pdf

Farmington City Council Staff Report	Council Meeting Date: October 7,2024	Item Number 3B
Submitted by: Bob Houhanisin, Public Safety Director		
<u>Agenda Topic:</u> Resolution to Adopt the Oakland County Hazard Mitigation Plan		
<u>Proposed Motion:</u> Motion to Adopt the Resolution to Adopt the Oakland County Hazard Mitigation Plan		
<u>Background:</u> <p>The Federal Emergency Management Agency (FEMA) requires local governments to develop and adopt a hazard mitigation plan every five years as a condition for receiving both pre-disaster assistance as well as post-disaster funds. The Oakland County Homeland Security Division in conjunction with Oakland Emergency Management, the Local Emergency Planning Committee and representatives from each community drafted a Plan which was submitted to FEMA. Conditional approval of the plan from FEMA was granted pending adoption by <u>all</u> local governments in Oakland County.</p>		
<u>Materials:</u> Resolution		

City of Farmington

Resolution No. _____

A RESOLUTION

AUTHORIZING THE ADOPTION OF THE OAKLAND COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS, the mission of Oakland County and the participating jurisdiction of the City of Farmington include the charge to protect the health, safety, and the general welfare of the people of the County and municipalities; and

WHEREAS, Oakland County, Michigan, is subject to flooding, tornadoes, winter storms, and other natural, technological, and human-caused hazards; and

WHEREAS, pro-active mitigation of known hazards before and after a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs; and

WHEREAS to remain eligible to receive mitigation monies, Oakland County prepared a Hazard Mitigation Plan (the “Plan”) for the County and all communities in the County; and

WHEREAS, FEMA has approved the 2023 Oakland County Plan pending adoption of the Plan by local municipalities. The Plan enables the County and City to access federal funding and resources for mitigation projects and initiatives. Failure to adopt the Plan by the municipalities within the County could jeopardize federal grant funding from FEMA to the City and County.

WHEREAS, Oakland County and the City of Farmington have participated in and completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of hazards, develops a mitigation strategy consistent with a set of uniform goals, and creates a plan for implementing, evaluating and revising this strategy;

NOW THEREFORE BE IT RESOLVED that City of Farmington

- 1.) Adopts in its entirety the 2023 Oakland County Multi-Jurisdictional Hazard Mitigation Plan
- 2.) Will use the adopted and approved portions of the Plan to guide pre- and post-disaster mitigation of the hazards identified.
- 3.) Will coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority.
- 4.) Will continue its support of the Hazard Mitigation Steering Committee and continue to participate in the planning partnership as described by the Plan.
- 5.) Will help to promote and support the mitigation successes of all planning partners.

PASSED AND ADOPTED on October 7, 2024- by the following vote:

YES:

NO:

ABSENT:

ABSTAIN:

ATTEST:

Farmington City Council Staff Report	Council Meeting Date: October 7, 2024	Item Number 3C
Submitted by: David Murphy		
Agenda Topic SMART Agreement		
Proposed Motion: NA consent agenda: authorize the City Manager to sign the agreement with SMART for Municipal Credits and Community Credits on behalf of the City for Fiscal Year 2024 and 2025.		
<p>Background: Each year the City enters into an agreement with the Suburban Mobility Authority for Regional Transportation (SMART) to receive municipal and community credits for local transportation programs. The Municipal Credits allocated to the City of Farmington for Fiscal Year 2024 are \$10,858. The allocation for Community Credits is \$17,398. The Municipal Credits allocated to the City of Farmington for Fiscal Year 2025 are \$10,858. The allocation for Community Credits is \$18,270.</p> <p>As in the past, the County transfers credits to the Farmington Hills Senior Program Services to operate the Dial-A-Ride program. In 1999, a Dial-A-Ride program was established for the cities of Farmington Hills and Farmington. The City of Farmington Hills Senior Services Division administers the program. The cities of Farmington Hills and Farmington annually transport approximately 6,000 persons through this Dial-A-Ride service using commercial cab companies. The administrations of both communities believe that this service is essential to our citizens and handicapped residents. As the program continues to be reviewed, additional services will be considered for inclusion to the regular transportation program.</p>		
Materials: Municipal Credit and Community Credit Contract for FY-2024 and 2025		

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2024

I, _____, as the _____ of **the City of Farmington** (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period July 1, 2023 through June 30, 2024 (Section 1 below), and **Community Credits** available for the period July 1, 2023 to June 30, 2024 (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use **\$10858** in **Municipal Credit** funds as follows:

(a) Transfer to _____ Funding of: \$ _____
TRANSFeree COMMUNITY

(b) Van/Bus Operations At the cost of: \$ _____
(Including Charter and Taxi services)

(c) Services Purchased from SMART At the cost of: \$ _____
(Including Tickets, Shuttle Services/Dial-a-Ride)

(d) Services Purchased from Subcontractor At the cost of: \$ _____

(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total \$10858

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State's approved budget. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature

to SMART. All Municipal Credit funding must be spent by June 30, 2026; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use **\$17398** in **Community Credit** funds available as follows:

(a) Transfer to _____ Funding of: \$ _____
TRANSFeree COMMUNITY

(b) Van/Bus Operations At the cost of: \$ _____
(Including Charter and Taxi services)

(c) Services Purchased from SMART At the cost of: \$ _____
(Including Tickets, Shuttle Services/Dial-a-Ride)

(d) Capital Purchases At the cost of: \$ _____

(e) Services Purchased from Subcontractor At the cost of: \$ _____

(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total \$17398

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2024, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2027; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

This Agreement shall be binding once signed by both parties.

**SUBURBAN MOBILITY AUTHORITY FOR
REGIONAL TRANSPORTATION**

CITY OF FARMINGTON

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

PROJECT DESCRIPTION

Overall Project Description (Provide a descriptive narrative):

Service Area (Provide geographic boundaries):

Service Times (Provide days and hours of service):

Eligible User Groups (Users eligible to use the service):

Fare Structure: (Cost to use service)

Service Mode (Describe the amount and type of vehicles available, and whether they are wheelchair lift-equipped):

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: City of Farmington

Contract Period: July 1, 2023 through June 30, 2024

Account Number:

OPERATING EXPENSES:

Administrative Fee: *(All employees
other than drivers and dispatchers)*

(10% max. of MC & CC funds)

Driver Wages

Fringe Benefits

Gasoline & Lubricants

Vehicle Insurance

Parts, Maintenance Supplies

Mechanic Wages

Fringe Benefits

Dispatch Wages

Other (Specify)

Sub-Total (Operating Expenses)

PURCHASED SERVICE:

Taxi Service

Charter Service

SMART Bus Tickets

SMART Shuttle Service

SMART Dial-A-Ride

Other (Specify) _____

Sub-Total (Purchased Service)

CAPITAL EQUIPMENT:

(Only list purchases to be made with Community Credits)

Computer Equipment

Software

Vehicle

Maintenance Equipment

Other (Specify)

Sub-Total (Capital Equipment)

**TOTAL EXPENSES _____ Operating Expenses,
Purchased Service, and Capital Equipment:**

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds	10858
Community Credit Funds	17398
Specialized Services Funds	
General Funds	
Farebox Revenue	
In-Kind Service	
Special Fares (Contracted Service)	
Other (Specify)	

TOTAL REVENUE:

(Note: *TOTAL EXPENSES* must equal *TOTAL REVENUE*)

Suburban Mobility Authority for Regional Transportation

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Agency/Community Information		
Program Type: Community Partnership Program (CPP) <input type="checkbox"/> Specialized Service <input type="checkbox"/> New Freedom <input type="checkbox"/> JARC <input type="checkbox"/> 5310 <input type="checkbox"/>		
Name of Agency/Community:		
Address:		
City:	State:	Zip:
Agency/Community Data		

1) Has your agency/community completed in excess of \$1,000,000 in DOT federally-funded contracts from SMART in the past year?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2) Does your agency/community employ over fifty (50) transit related employees?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>If the answers to the previous two questions were both "Yes", Please forward your agency's/community's Affirmative Action plan to the address below:</p> <p>Buhl Building 535 Griswold Street, Suite 600 Detroit, MI 48226</p> <p>Attn: EEO Coordinator</p>	
Have all subcontractors been informed of their responsibility to file an EEO Compliance Report A form? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Drug and Alcohol Testing Program Requirements	
Does your agency/community have a DOT Drug and Alcohol testing program for Safety-sensitive employees? (Vehicle operators, dispatchers, mechanics and armed security) Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name of drug and alcohol testing manager?	Title:
Phone Number:	Ext: Email:
Please Proceed to Employment Data Section on Back	

Suburban Mobility Authority for Regional Transportation

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Employment Data								
Report ONLY employees directly involved in the operation of your non-emergency transportation program. Including permanent, temporary, or part-time employees. Enter the appropriate figures in the spaces below relating to each employee's race and gender.								
Job Classification	Total	Race						
		Minority						
		White	African American	Hispanic	Asian	Pacific Islander	American Indian	Multi Race

	Employees	Male	Female	Minority	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers																		
Professionals																		
Technicians																		
Office and Clerical Staff																		
Craftsmen (Skilled)																		
Operators (Semi-Skilled)																		
Laborers (Unskilled)																		
Service Workers																		
Journey Workers																		
Apprentices																		
Total																		

Certification

How was this information obtained? Visual Survey: Yes No Employment Records: Yes No

Name of Authorizing Official (Print): _____ Title: _____

Signature: _____ Date: _____

Contact person for report: _____ Title: _____

Telephone: _____ Ext: _____ Email: _____

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2025

I, _____, as the _____ of the **City of Farmington** (hereinafter, the “Community”) hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period July 1, 2024 through June 30, 2025 (Section 1 below), and **Community Credits** available for the period July 1, 2024 to June 30, 2025 (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use **\$10858** in **Municipal Credit** funds as follows:

- (a) Transfer to _____ Funding of: \$ _____
TRANSFeree COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ _____
(Including Charter and Taxi services)
- (c) Services Purchased from SMART At the cost of: \$ _____
(Including Tickets, Shuttle Services/Dial-a-Ride)
- (d) Services Purchased from Subcontractor At the cost of: \$ _____

(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total \$10858

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State’s approved budget. In the event that revenue actually received is insufficient to support the Legislature’s appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by June 30, 2027; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use **\$18270** in **Community Credit** funds available as follows:

- (a) Transfer to _____ Funding of: \$ _____
TRANSFeree COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ _____
(Including Charter and Taxi services)

- (c) Services Purchased from SMART (Including Tickets, Shuttle Services/Dial-a-Ride) At the cost of: \$ _____
- (d) Capital Purchases At the cost of: \$ _____
- (e) Services Purchased from Subcontractor At the cost of: \$ _____

 (NAME OF SUBCONTRACTOR)
 (See attached Subcontractor Service Agreement)

Total \$18270

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2025, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2029; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

This Agreement shall be binding once signed by both parties.

**SUBURBAN MOBILITY AUTHORITY
 FOR REGIONAL TRANSPORTATION**

CITY OF FARMINGTON

 Signature

 Signature

 Printed Name

 Printed Name

 Title

 Title

 Date

 Date

EXHIBIT A

PROJECT DESCRIPTION

Overall Project Description (Provide a descriptive narrative):

Service Area (Provide geographic boundaries):

Service Times (Provide days and hours of service):

Eligible User Groups (Users eligible to use the service):

Fare Structure: (Cost to use service)

Service Mode (Describe the amount and type of vehicles available, and whether they are wheelchair lift-equipped):

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: City of Farmington

Contract Period: July 1, 2024 through June 30, 2025

Account Number: 48212

OPERATING EXPENSES:

Administrative Wages/Salary: *(All employees other than drivers and dispatchers)*

(10% max. of MC & CC funds)

Driver Wages _____

Fringe Benefits _____

Gasoline & Lubricants _____

Vehicle Insurance _____

Parts, Maintenance Supplies _____

Mechanic Wages _____

Fringe Benefits _____

Dispatch Wages _____

Other (Specify) _____

Other (Specify) _____

Other (Specify) _____

Sub-Total (Operating Expenses) _____

PURCHASED SERVICE:

Taxi Service _____

Charter Service _____

SMART Bus Tickets _____

SMART Shuttle Service _____

SMART Dial-A-Ride _____

Other (Specify) _____

Sub-Total (Purchased Service) _____

CAPITAL EQUIPMENT:

(Only list purchases to be made with Community Credits)

Computer Equipment _____

Software _____

Vehicle _____

Maintenance Equipment _____

Other (Specify) _____

Sub-Total (Capital Equipment) _____

TOTAL EXPENSES _____ **Operating Expenses, Purchased Service, and Capital Equipment:** _____

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds	<u>10858</u>
Community Credit Funds	<u>18270</u>
Specialized Services Funds	_____
General Funds	_____
Farebox Revenue	_____
In-Kind Service	_____
Special Fares (Contracted Service)	_____
Other (Specify)	_____

TOTAL REVENUE:

(Note: *TOTAL EXPENSES* must equal *TOTAL REVENUE*)

Suburban Mobility Authority for Regional Transportation

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Agency/Community Information

Program Type: Community Partnership Program (CPP) Specialized Service New Freedom JARC 5310

Name of Agency/Community:

Address:

City: State: Zip:

Agency/Community Data

1) Has your agency/community completed in excess of \$1,000,000 in

DOT federally-funded contracts from SMART in the past year? Yes No

2) Does your agency/community employ over fifty (50) transit related employees? Yes No

If the answers to the previous two questions were both "Yes", Please forward your agency's/community's Affirmative Action plan to the address below:

Buhl Building
535 Griswold Street, Suite 600
Detroit, MI 48226

Attn: EEO Coordinator

Have all subcontractors been informed of their responsibility to file an EEO Compliance Report A form? Yes No N/A

Drug and Alcohol Testing Program Requirements

Does your agency/community have a DOT Drug and Alcohol testing program for

Safety-sensitive employees? (Vehicle operators, dispatchers, mechanics and armed security) Yes No

Name of drug and alcohol testing manager? Title:

Phone Number: Ext: Email:

Please Proceed to Employment Data Section on Back

Suburban Mobility Authority for Regional Transportation

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Employment Data

Report **ONLY** employees directly involved in the operation of your non-emergency transportation program. Including permanent, temporary, or part-time employees. Enter the appropriate figures in the spaces below relating to each employee's race and gender.

Job Classification	Total				Race														
					Minority														
	Employees	Male	Female	Minority	White		African American		Hispanic		Asian		Pacific Islander		American Indian		Multi Race		
					Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
Officials/Managers																			
Professionals																			
Technicians																			
Office and Clerical Staff																			
Craftsmen (Skilled)																			
Operators (Semi-Skilled)																			
Laborers (Unskilled)																			
Service Workers																			
Journey Workers																			
Apprentices																			
Total																			

Certification

How was this information obtained? Visual Survey: Yes No Employment Records: Yes No

Name of Authorizing Official (Print): _____

Title: _____

Signature: _____

Date: _____

Contact person for report: _____

Title: _____

Telephone: _____

Ext: _____

Email: _____

Farmington City Council Staff Report	Council Meeting Date: Oct. 7, 2024	Item Number 5B
Submitted by: David Murphy, City Manager		
Agenda Topic: Historical Commission Annual Report		
Proposed Motion: None, presentation		
Background:		
Materials:		

Farmington Historical Commission Annual Report

July 1, 2023 through June 30, 2024

In accordance with the bylaws of the Farmington Historical Commission, this annual report is prepared by the chairperson, approved by the Commission, and presented to City Council each year outlining the activities of the Historical Commission for the previous year.

The Commission meetings are held in person in the conference room at City Hall and occasionally on the Mansion porch in good weather. The meetings are open to the public and agendas are posted beforehand.

The Historical Commission held five meetings this year - July 2023, January 2024, February 2024, May 2024, and June 2024. The rest were cancelled.

The purpose of the Farmington Historical Commission shall be:

1. To safeguard the heritage of the City of Farmington by preserving the cultural, social, economic, political and architectural elements having historic significance.
2. To stabilize and improve property values in such districts.
3. To foster and promote civic beautification with emphasis on historical significance.
4. To promote the use of local history for education, pleasure and the welfare of the citizens of the City.
5. To encourage the collection of records and objects which interpret the history of Farmington, and to cooperate in the establishment and operation of a museum or other appropriate center for the custody and display of such items.

Preservation:

The Commission is planning a class for homeowners on how to research the history of their historic home.

Education:

Historic Home Plaques are available to homeowners of buildings erected in 1945 or before. The cost is \$104. If the building is within the Historic District, the Commission contributes \$50 of the cost and the homeowner pays only \$54.

The Historical Society of Michigan has a Michigan Heritage Home program for houses constructed (completed) at least 100 years ago. In June 2021 the Commission approved spending \$400 to purchase the cast-aluminum plaque. Other homes in the district should also qualify. Once the Mansion's plaque is received and installed, the Commission will promote the program to other homeowners in the city.

The Commission approved the purchase of a stand-alone Historic Marker for the Power-Parker house at 34002 Shiawassee. It should be installed in the spring of 2025.

Co-operation:

There have not been any events this past year to coordinate with the Farmington Area Chamber of Commerce or the DDA.

Mansion Events:

The Mansion was closed for tours and events in 2023 and 2024 while roof and porch repairs were made. The Tree Lighting occurs on the Mansion lawn the first weekend in December.

Planning:

We have been without a mansion director while the Council determines the future use of the Mansion and no events are planned for 2024.

The last Commissioner appointed by Council was Brandon Porterfield in May 2023. We're still short one member.

Acquisitions:

None

Alterations to buildings within the Historic District:

No homeowner requests in 2023 or 2024.

In October 2020 we approved a plan to replace the cellar door at the Warner Mansion. Since the door is in sight of the Mansion porch, the Commission recommended a steel door clad in wood to keep up historic character of the house. We agreed to installing the steel door and adding the wood later. The new steel cellar door is installed but still needs to be finished.

In December 2020 an inappropriate railing was added to the back porch of the Warner Mansion without design review. The railing on the back porch steps was also a temporary safety measure done in August 2019. We were assured that they were a temporary fix. As of June 2024, redesigned railings have not been installed. The work is listed as planned for 2024-25.

In a meeting with the City Manager and DPW Director before repairs were underway, we asked them to consider installing a handicap-accessible ramp in place of the south porch steps. The steps were rebuilt, narrower than before. There is still no way to get a wheelchair onto the porch.

We received a \$1,000,000 grant from the Michigan legislature for renovations in 2024. City Council plans to spend \$500,000 in 2024-25 and \$500,000 in 2025-26 for additional repairs.

**Farmington City Council
Staff Report**

**Council Meeting
Date:** October 7, 2024

**Reference
Number
6A**

Submitted by: Jeff Bowdell

Description Consideration to Approve an Ordinance to amend City of Farmington Code Of Ordinances, Chapter 7, "Buildings And Building Regulations," to Add A New Article III, "Demolition."

Requested Action To approve Second Reading of Ordinance _ - ____ -2024, an Ordinance to amend City of Farmington Code Of Ordinances, Chapter 7, "Buildings And Building Regulations," to Add A New Article III, "Demolition." **SECOND READING**

Background City Council considered Second Reading of the Demolition Ordinance at its March 18, 2024 Meeting. City Council requested additional changes, including less restrictive regulations as they pertain to small residential demolitions, such as small sheds. In this updated version for Second Reading, Demolition of sheds less than 100 square feet no longer require a permit for removal. Sheds over 100 square feet require a permit so that they are removed from the property owner's assessing record. Environmental testing is not required for residential demolitions unless otherwise required by state or federal law. Revisions were also made to (1) eliminate the bond requirement for residential fence demotions, (2) to allow some concrete pads to stay in place for reconstruction purposes upon approval of the Building Official, and, (3) to allow the Building Official to waive installation of sod or seeding after demolition pending the start of a redevelopment of the site.

Attachment

Materials: redlined ordinance

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON

ORDINANCE NO. C-____-2024

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

THE CITY OF FARMINGTON ORDAINS:

Section 1 of Ordinance. Ordinance Amendment.

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

ARTICLE III. – Demolition

Section 7.51. - Purpose.

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

It is understood that sites and properties may have environmental concerns that would affect the ability to remove 100 percent of the impervious surfaces. In these cases, if an owner wishes to only partially remove the structure or hard surfaces from a site, the owner/applicant, at time of application, must provide the City of Farmington with, at minimum, the results of ASTM (E1527 and E1903) Phase 1 and Phase 2 environmental assessments which have been filed and disclosed to the Michigan Department of Environmental Quality showing that the property or portion of a property is contaminated as described in PA 451 of 1994, the Natural Resources and Environmental Protection Act. Demolition requirements and specifications may also be applied to building permits. [Owners of single-family residences removing additions, garages, fences, outbuildings or sheds, are not required to submit Phase 1 and Phase 2 environmental assessments.](#)

Section 7-52. - Permit application documentation.

All ~~demolition(s)~~ require a permit. When required by applicable state law, federal law, or County ordinance or regulation, or as otherwise required by the Building Official, the application for permit shall include:

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

Certain requirements of this Section may not be required for every demolition permit and are dependent on the scope of the demolition project. The Building Official will determine on a case by case basis based on the scope of the demolition project whether any or all of the requirements set forth above, apply as required by state and/or federal law, independent of the requirements of this ordinance. Demolition of sheds of 100 square feet or less does not require a permit.

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Section 7.53. - Description of demolition work.

Unless directed otherwise the contractor shall:

- (1) Completely remove and properly dispose of all structures, trash, rubbish, basement walls, floors, foundations, sidewalks, posts, steps, and driveways from the specified parcel.
- (2) Completely remove any fuel tanks, outdoor toilets and septic tanks, cisterns, and meter pits, and plug or abandon wells.
- (3) Completely remove the materials from the demolition site in accordance with Federal, State, and local regulations.

- (4) Completely remove and dispose of appliances and other items that may contain refrigerants in accordance with 40 CFR, Part 82. Appliances and other items that may contain refrigerants include, but are not limited to, refrigerators, freezers, dehumidifiers, and portable or central air conditioners.
- (5) Completely remove and legally dispose of mercury containing materials including fluorescent, high pressure sodium, mercury vapor, and metal halide light bulbs, and thermostats containing a liquid filled capsule. PCB containing materials include capacitors, ballasts, and transformers where the component is contained within a metal jacket and does not have a specific, legible label stating no PCBs are present.
- (6) Provide disconnect letters from all applicable utilities with application for permit before demolition, and/or obtain utility disconnect permits from the City of Farmington and allow for inspection of disconnect of any private utilities.
- (7) Perform site clearance, grading, and restoration.
- (8) Complete the demolition work in accordance with the plans and these technical specifications and any special provisions included in the approved demolition permit document.
- (9) Post all bonds determined in accordance with this code.

Section 7.54. - Protection of the public and properties.

- (a) Littering Streets.
 - (1) The contractor shall be responsible for removing any demolition debris or mud from any street, alley, or right-of-way resulting from the execution of the demolition work. Any cost incurred by the City of Farmington in cleaning up any litter or mud shall be charged to the contractor and be deducted from the maintenance and completion bond.
 - (2) Littering of the site shall not be permitted.
 - (3) All waste materials shall be promptly removed from the site.
- (b) Street Closure.
 - (1) If it should become necessary to close any traffic lanes, it shall be the contractor's responsibility to acquire the necessary obstruction permits and to place adequate barricades and warning signs as required by from the City of Farmington and Michigan Department of Transportation or the Road Commission for Oakland County, if applicable.
 - (2) Street or lane closures shall be coordinated with the City of Farmington Department of Public Works.

- (c) Protection of the Public by the Contractor.
- (1) Sidewalks. The contractor shall be responsible for any damage to public sidewalks abutting or adjacent to the demolition properties resulting from the execution of the demolition work. The cost of repair or replacement shall be considered incidental to the work and the contractor shall obtain all permits and pay any fees. Failure to repair the public property after notice will result in the City of Farmington having the work completed and the cost taken from the maintenance and completion bond.
 - (2) Pedestrian Access. The contractor shall be responsible to place and construct the necessary warning signs, barricades, fencing, and temporary pedestrian sidewalks, as directed by the City of Farmington, and to maintain alternate pedestrian access for sidewalks around the demolition site. The cost of these items shall be considered incidental to the work.
 - (3) Temporary Fence. Temporary fence shall be erected around all excavation and dangerous building(s) or structure(s) to prevent access to the public. Such fence shall be at least ~~four~~ six (6) feet high, consistently restrictive from top to grade, and without horizontal openings wider than two inches. The fence shall be erected before demolition and shall not be removed until the hazard is removed. Any /All fencing placed for the safety of the public is subject to and must be approved by the City of Farmington Building Official.
- (d) Demolition Hours.
- (1) The contractor shall comply with the City of Farmington nuisance and noise ordinance as it relates to working hours.
 - (2) The contractor shall comply with all the City of Farmington applicable ordinances and restrictions.
- (e) Noise Pollution. All construction equipment used in conjunction with this project shall be in good repair and adequately muffled. The contractor shall comply with the noise pollution requirements of the City of Farmington.
- (f) Dust Control. The contractor shall comply with applicable air pollution control requirements of the City of Farmington, the County of Oakland, and the State of Michigan. The contractor shall take appropriate actions to minimize atmospheric pollution. To minimize atmospheric pollution, the aforementioned governmental entities or their designated representatives shall have the authority to require that reasonable precautions be taken to prevent particulate matter from becoming airborne. Such reasonable precautions shall include, but not be limited to:
- (1) The use of water or chemicals for control of dusts in the demolition of existing buildings or structures, construction operations, the grading of roads, or the clearing of land. If using a hydrant for dust control, a permit is required and can be obtained from the City of Farmington Department of Public Works.

- (2) Covering at all times when in motion open bed trucks transporting materials likely to give rise to airborne dusts.
- (g) Requirements for the Reduction of Fire Hazards.
- (1) Removal of Material. Before demolition of any part of any building, the contractor shall remove all volatile or flammable materials, such as gasoline, kerosene, benzene, cleaning fluids, paints, thinners, and similar substances.
 - (2) Fire Extinguishing Equipment. The contractor shall be responsible for having and maintaining the correct type and class of fire extinguisher on site. When a cutting torch or other equipment that might cause a fire is being used, a fire extinguisher shall be placed close at hand for instant use.
 - (3) Fires. No fires of any kind shall be permitted in the demolition work area.
 - (4) Hydrants. No material obstructions or debris shall be placed or allowed to accumulate within 15 feet of any fire hydrant. All fire hydrants shall be accessible at all times.
 - (5) Debris. Debris shall not be allowed to accumulate on roofs, floors, or in areas outside of and around any structure being demolished. Excess debris and materials shall be removed from the site as the work progresses.
 - (6) Telephone Service. The contractor shall arrange for access to and use of, during working hours, one or more telephones, land lines or cell phones in the vicinity of the work site for the purposes of making calls in case of fire or other emergencies. The contractor's foreman or at least one regular member of each shift shall be charged with the responsibility of promptly calling emergency services when necessary. The same person shall be required to inspect the building and the site frequently for possible fires or fire producing conditions and to apply appropriate corrective action, particularly at the close of work each working day.
- (h) Protection of Public Utilities. The contractor shall not damage existing fire hydrants, streetlights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities, or other appurtenances in the vicinity of the demolition sites. The contractor shall pay for temporary relocation of utilities which are relocated at the contractor's request for his convenience.
- (i) Protection of Adjacent Property.
- (1) The contractor shall not damage or cause to be damaged any public right-of-way, structures, parking lots, drives, streets, sidewalks, utilities, lawns, or any other property adjacent to the demolition. The contractor shall provide such sheeting and shoring as required to protect adjacent property during demolition. Care must also be taken to prevent the spread of dust and flying particles.

- (2) The contractor shall restore existing agricultural drain tiles or roadway subdrains that are cut or removed to parcels released for demolition whether or not the property is scheduled for, including drainable backfill, to original condition. Repairs shall be subject to approval by the property owner where applicable, and by the City of Farmington.

Section 7.55. - Special conditions and maintenance bonds.

- (a) A special conditions bond shall be placed by the owner of the property when special conditions exist that would require that all or part of the property would not be completely removed as part of the demolition. These conditions shall be part of the approved demolition permit. The City of Farmington realizes that not all demolitions would require complete demolition of a structure and its appurtenances. A redevelopment soon after demolition could have a site plan approved in advance of the demolition or be speculative. A subsurface contamination issue could cause a site to need to keep all or part of the impervious surfaces(s) for an extended period until remediation could be accomplished. A bond covering 120% of the portion of cost of the demolition that would not be completed shall be posted to assure that if the redevelopment does not occur or a site plan is not approved that the City of Farmington could use the bond to complete the demolition if necessary. All bonds held by the City of Farmington and later returned, shall be returned without interest.
- (b) A maintenance and guarantee bond shall be placed by the owner of the property for installed seed or sod areas for a period of one year from final inspection and approval to assure that all planting areas have established vegetation both for compliance with the zoning ordinance and State law. Again, if a bond is held by the City of Farmington and later returned, such bond shall be returned without interest. Value shall be determined by the Building Official based on 120% of the Value of the correction - restoration required.

Section 7.56. - Maintenance and completion bonds.

- (a) A maintenance and completion bond is required before any permit is issued for demolition. This bond is in addition to any bond required for soil erosion. The bond is to assure that all the requirements found in this article are adhered to. If the contractor fails to follow this article, the Building Official may declare an emergency, and after posting the unsafe condition for 24 hours may use the bond money to assure compliance with this article. Demolitions that are contracted directly by the City of Farmington are exempt from the bond requirements. After \$25,000.00 in cash has been posted for any demolition bond, the balance can be posted using an insurance surety bond with the understanding that in addition to the emergency measures stated above, the City of Farmington may also use the cash portion of the bond to pay any necessary legal or administrative expenses associated with gaining compliance with the surety company. Unused bonds shall be returned without interest after final inspection.
- (b) Bonds shall be charged as follows:
 - (1) One- and two-family residential demolitions bond: (per unit) \$2,500.00.

- (2) Multifamily residential—commercial—industrial demolition bond: minimum \$10,000.00, and \$0.10 per square foot for each additional square foot up over 5,000 up to 100,000 square feet; plus, \$0.05 per square foot for each additional square foot up over 100,000 to 250,000 square feet; plus \$0.02 per square foot for each additional square foot over 250,000 up to 999,999 square feet; plus \$0.01 per square foot for each square foot over 999,999 square feet. All floor Areas must be calculated in the total square footage calculations.

EXAMPLE 250,000 sq ft building demolition bond

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

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

(d) Removal of a fence from a single-family residence shall not require a bond to be posted with the permit application.

Section 7-57. -Vacating of buildings.

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

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

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

Section 7-59. - Demolition schedule.

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

Section 7-60. -Demolition and removals.

- (a) Structural Parts of Buildings.
- (1) No wall or part thereof shall be permitted to fall outwardly from any building except through chutes or by other controlled means or methods, which will ensure safety and minimize dust, noise, and other nuisance.
 - (2) Subject to site restrictions, outside chimneys or outside portions of chimneys shall be raised (removed) in advance of general demolition of each building. Any portion of a chimney inside a building shall be raised (removed) as soon as it becomes unsupported by reason of removal of other parts of the building.
 - (3) Any part of a building, whether structural, collateral, or accessory, which has become unstable through removal of other parts, shall be removed as soon as practicable and no such unstable part shall be left freestanding or inadequately braced against all reasonably possible causes of collapse at the end of any working day.
- (b) Basements and Foundation Walls. All basement floors, footings, and foundations shall be completely removed from the site unless specifically stated in the special provisions of the approved demolition permit. The basement area is to be inspected and approved by the City of Farmington before backfilling is started. The contractor shall ensure that no basement excavation will remain open and exposed for more than 24 hours. The contractor shall contact the City of Farmington when removal is complete to schedule this basement inspection. Failure to do so may result in re-excavation of the basement area at the contractor's expense.
- (c) Concrete Slabs. The contractor shall remove all concrete slabs, asphalt, surface obstructions, masonry slabs, and appurtenances, [unless otherwise authorized by the Building Official in the demolition permit.](#)
- (d) Retaining Walls. Retaining walls or curbs near the perimeter of parcels shall be removed unless otherwise indicated in the approved demolition permit. The contractor shall employ hand labor or other suitable tools and equipment necessary to complete the work without damage to adjacent public or private property. Where such retaining walls or curbs are removed, the embankment shall be graded to a slope of not greater than 3:1 horizontal: vertical or as directed by the City of Farmington Building Official.
- (e) Partially Buried Objects. All piping, posts, reinforcing bars, anchor bolts, railings, and all other partly buried objects protruding from the ground shall be removed. The remaining void shall be filled with soil and compacted in accordance with these specifications. [This includes all such objects in connect with removal of a shed or outbuilding not subject to a demolition permit.](#)
- (f) Vegetation. The contractor shall remove all dead trees, trees identified for removal, stumps, all trees which are not an asset to the property, bushes, vegetation, brush, and weeds, whether standing or fallen, unless specifically stated otherwise by the City of Farmington. The contractor shall protect all trees not removed from damage by the demolition

operation. In the event that the contractor damages a tree, the tree shall be repaired or removed by the contractor as directed by the City of Farmington.

- (g) Fences, guardrails, bumpers, signs, clotheslines, and similar facilities shall be completely removed from the site, except fences on the apparent boundary between a contract parcel and an improved noncontract parcel shall not be removed unless specifically stated in the special provisions of the permit. All posts for support shall be pulled out or dug out so as to be entirely removed inclusive of the foundation.
- (h) Fuel Tanks. Fuel tanks, above or below ground, shall be carefully removed and disposed of in a safe manner in accordance with the State Fire Marshal's regulations and those of the Michigan Department of Environmental Quality.
 - (1) Fuel tanks, above or below the ground, or tanks which have been used for storage of gasoline, kerosene, benzene, oils or similar volatile materials shall be carefully removed and disposed of in a safe manner. The time, place and manner of disposal will be as set forth in the demolition schedule.
 - (2) All other tanks or receptacles shall be pumped out or emptied in a safe manner, and then shall be flushed out immediately with water, carbon dioxide, or nitrogen gas until they are gas free when checked with an "Explosimeter" or another equally efficient instrument, before the work of removal is begun. Checking with the "Explosimeter" shall be done in the presence of the City of Farmington Fire Marshal
- (i) Outdoor Toilets and Septic Tanks. Outdoor toilets and septic tanks shall be pumped out by a licensed hauling company. The toilet building or septic tank shall be demolished and removed from the site. The excavation or pit shall be backfilled and compacted in accordance with these specifications. Septic tanks shall be broken up and removed from the site and the excavation filled in accordance with the requirements of the City of Farmington, no debris is to be left or buried in the ground.
- (j) Cisterns and Meter Pits. Cisterns and meter pits shall be demolished and removed. The excavations shall be backfilled and compacted in accordance with the requirements of the City of Farmington, no debris is to be left or buried in the ground.

Section 7-61. - Well plugging and abandonment.

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

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

- (a) Debris. All materials, rubbish, and trash shall be removed from the demolition area leaving the basements and demolition area free of debris. Any cost incurred by the City of Farmington in cleaning up such materials and debris left behind shall be deducted from funds due the contractor from their maintenance and cleanup bond.

- (b) Tires. The contractor shall assure no tires have been abandoned on site.
- (c) Disposal of Demolition Debris and Solid Waste. All debris and solid waste shall be delivered by the contractor to an approved disposal facility licensed in accordance with State and/or local regulations, laws, and zoning; provided, however, that such materials may be salvaged by or on behalf of the property owner upon written request signed by the property owner and approved by the City.
- (d) Asbestos Abatement. The handling of asbestos material is subject to all applicable State and Federal mandates. The contractor shall comply with applicable regulations regarding its handling and disposal. Asbestos shall be removed by a licensed abatement contractor in accordance with State and Federal law. In the event that asbestos is discovered on a property during demolition, the contractor shall also notify the City of Farmington and the asbestos shall be removed by a licensed abatement contractor.
- (e) Demolition of Structures with Transite Siding. The contractor shall be responsible for the proper handling of transite siding, and all demolition debris from these structures shall be disposed of in accordance with State and Federal law.
- (f) Freon Removal and Disposal. The handling of freon-containing appliances is subject to all applicable State and Federal mandates and regulations. The contractor shall be responsible for the identification, removal, and disposal of the material in accordance with applicable regulations.
- (g) PCB and Mercury Removal and Disposal. The handling of any fluorescent lighting fixtures and ballasts containing PCB or mercury is subject to all applicable State and Federal mandates and regulations. The contractor shall be responsible for the removal and disposal of the material in accordance with applicable regulations.

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

- (a) Backfill. When site conditions permit, as determined by the City of Farmington Building Official or his designee, on-site soil may be used as backfill material. The top nine to twelve inches of topsoil shall be stripped and stockpiled on site for use as final topsoil and grading material. If adequate topsoil is not available on site, the contractor shall bring in enough topsoil from off site to place a minimum four-inch cover on the entire site. Excess excavation materials shall be removed from the site. Topsoil material shall not be permitted as deep fill material. Any borrow or fill material shall be approved by the City of Farmington Building Official or his designee or an approved third-party engineer before and during the placing of the material. All depressions on the property shall be filled, compacted to 95 percent capacity, and graded to a uniform slope with adequate drainage.
- (b) Compaction. All excavations shall be backfilled with acceptable material and compacted to 95 percent capacity.
- (c) Additional Fill Material. All additional fill material shall be of equal quality to the soil adjacent to the excavation and free of rubble or organic matter. The contractor shall provide for a minimum depth of four inches of topsoil over the excavated area.

- (d) Hand Labor. The contractor shall use hand labor where the use of power machinery is unsafe or unable to produce a finished job. Hand labor shall also be used to clean the site of any debris.
- (e) Grading. The site shall be graded to conform to all surrounding areas and shall be finished to have a uniform surface that shall not permit ponding of water. The contractor shall grade and shape the site to drain, complete fine grading, and final cleanup.
- (f) Final Cleanup. Before final approval of the demolition permit, the contractor shall remove all unused material and rubbish from the site of the work, remedy any objectionable conditions the contractor may have created on private property, and leave the right-of-way in a neat and presentable condition. The contractor shall not make agreements that allow salvaged or unused material to remain on private property. All ground occupied by the contractor in connection with the work shall be restored. Restoration shall include appropriate smoothing to its original condition and include seeding with mulch of the area. Sod must be used in place of seed and mulch on all right-of-way areas. On demolition sites where seeding will be delayed because of the allowable seeding dates, the contractor shall complete fine grading and shaping of the site to leave the site in a neat and presentable condition subject to the soil erosion permit and approval of the City's applicable regulations.

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

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

- (2) City Right-of-Way. All areas within the City right-of-way (including parking and sidewalk areas) shall be compacted to the satisfaction of the City of Farmington Department of Public Works.

Section 7.65 - Safety and fencing.

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

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

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

Section 7-66. - Seeding.

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

Section 7-67 - Authorized workers.

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

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

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

Section 7-69. - Demolition by Implosion.

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

- (a) The demolition permit application shall include a project overview which shall expressly identify and describe the following, and which project overview shall be subject to the review and approval of the city:
- (1) Project time line starting twenty-four (24) hours prior to the implosion through the post implosion re-opening of roads and securing of properties;
 - (2) Sequence of intended activities;
 - (3) Name and contact information of the person(s) who will be the overall coordinator for the project;
 - (4) Traffic control plan, including all specific road and/or lane closures;
 - (5) Fencing plan;
 - (6) Crowd control plan;
 - (7) Weather projections and alternate plans due to weather related issues;
 - (8) Quality control and safety measures. These measures shall include loading of explosives, initiation of explosive charge, protection of adjacent private and public properties, who will be allowed to access the site, etc.
 - (9) Identify all third party consultants, including seismic consultant, sound monitoring consultant, safety consultant, etc.
 - (10) Seismic and air monitoring plan, including a site map showing the location/placement of all seismic and air monitoring devices, pre and post event summary, etc.
 - (11) Licensing and permit information, identifying all applicable licenses held by any firm/entity performing any implosion related services, and all permits required by appropriate governmental agencies.
 - (12) Adjacent properties plan, identifying all such adjacent or affected properties and what notification has or will be made with such properties regarding the intended implosion.
 - (13) Local utilities plan, including notification to all affected utilities (gas, power, telephone, water, sanitation, cable, etc.), review of intended activities and safety checks for both pre and just prior to implosion, and utility termination and disconnection letters where applicable.
 - (14) Written evidence of the following insurance coverage shall be provided, and shall name the City of Farmington, and its officials, employees, and agents, as additional named insured, and other governmental agencies shall be included as additional named insured as warranted:

- (i) Commercial general liability including coverage for:
 - (a) Premises/operations.
 - (b) Products/completed operations.
 - (c) Independent contractors.
 - (d) Personal injury.
 - (e) Contractual liability.
- (ii) Limits of liability:
 - Each occurrence: \$2,000,000
 - Personal injury: \$2,000,000
 - General aggregate: \$2,000,000
 - Product/completed operations: \$2,000,000
 - Minimum excess/umbrella liability - Each occurrence \$25,000,000
 - General aggregate \$25,000,000

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

Section 7-70. - Variances.

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

Section 7-71. - Reserved.

Section 2 of Ordinance. Repealer.

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

Section 3 of Ordinance. Severability.

Should any section, subdivision, clause, or phrase of this Ordinance be declared by the courts to be invalid, the validity of the Ordinance as a whole, or in part, shall not be affected other than the part invalidated.

Section 4 of Ordinance. Savings.

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

Section 5 of Ordinance. Effective Date.

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

Section 6 of Ordinance. Enactment.

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

Ayes:
Nays:
Abstentions:
Absent:

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

I, the undersigned, the qualified and acting City Clerk of the City of Farmington, Oakland County, Michigan, do certify that the foregoing is a true and complete copy of the Ordinance adopted by the City Council of the City of Farmington at a meeting held on the ____ day of _____, 2024, the original of which is on file in my office.

Meaghan Bachman, City Clerk
City of Farmington

Adopted:
Published:
Effective:

Farmington City Council Staff Report	Council Meeting Date: October 7, 2024	Item Number 6B
Submitted by: David Murphy, City Manager		
Agenda Topic: Oakland County Nine Mile Task Force Memorandum of Understanding		
Proposed Motion Approve the attached Memorandum of Understanding to support and participate in the Nine Mile Pathways Task Force.		
<p>Background: In October of 2023 Council resolved to support and participate in a Nine Mile Corridor Study funded and managed by Oakland County Parks and Recreation. The study included 6 communities stretching from I-75 to I-275. That study was completed and delivered to the 6 participating communities and can be found on our website at:</p> <p>https://www.farmgov.com/media/mz0hic5e/ninemilecorridor_finalreport_7-14-23.pdf</p> <p>Subsequent to the completion of the study, communities west of I-275 to the western border of Oakland County are working on an extension of this pathway.</p> <p>The Oakland County Nine Mile Pathway Task Force is now working with a consultant to creatively brand the pathway. Results will be delivered by the end of the year.</p> <p>The Oakland County Nine Mile Task Force has also discussed the attached MOU, which demonstrates the commitment of Oakland County and the 6 communities to work together on the continued development of the path. This MOU will be helpful in showing the support of the communities for the purposes of securing future funding of the pathway. Administration is requesting Council to authorize the City Manager to sign the MOU.</p>		
Materials: Memorandum of Understanding		

Oakland County Nine Mile Pathway Task Force Memorandum of Understanding

By and Among the Communities of Hazel Park, Ferndale, Oak Park, Farmington, Farmington Hills, Southfield, and Oakland County.

This Memorandum of Understanding between these 7 communities is for the purpose of clarification of the planning and development of the Nine Mile Pathway. This Memorandum is intended to acknowledge a voluntary, cooperative association among the participating communities and shall not be construed to create or establish binding or enforceable commitments, responsibilities, burdens, obligations or liabilities on the part of any participating community. Any participating community may terminate its participation upon notice to other communities.

Pathway Development

Each community agrees to plan, coordinate and develop the trail through their community as proposed in the Nine Mile Pathway Feasibility Study as they are able. The Nine Mile Pathway Feasibility Study will serve as a guide for pathway development, and may be adjusted as necessary for the success of the pathway.

Management and Maintenance

All issues of pathway development, management and maintenance of each community's section of the pathway will remain the sole responsibility and be under the total control of each community.

Quarterly Meetings

Quarterly Nine Mile Pathway Task Force will be scheduled for representatives of each local unit of government for the purpose of cooperation in areas of mutual benefit.

Concurrence

The communities of Hazel Park, Ferndale, Oak Park, Farmington, Farmington Hills, Southfield and Oakland County concur with the intent of this Memorandum of Understanding.

City of Hazel Park

Date

City of Ferndale

Date

City of Oak Park

Date

City of Farmington

Date

City of Farmington Hills

Date

City of Southfield

Date

Oakland County

Date



Farmington City Council Staff Report	Council Meeting Date: October 7, 2024	Item Number 6C
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Emergency Sewer Repair Restoration Payment		
Proposed Motion: Move to approve payment Wilson-Swykert Lawn-Landscape Maintenance located in Commerce Township MI in the amount of \$18,235 for the restoration following emergency sanitary sewer repair.		
Background: <p>On July 17, 2024, while conducting routine sanitary sewer cleaning, Public Works crews encountered a significant amount of sand in the sanitary sewer located between Freedom Road and Conroy Court. An emergency sanitary sewer repair was completed, but the backyard landscaping of two homes had to be removed to facilitate the repair.</p> <p>Restoration is to two homes include:</p> <ul style="list-style-type: none"> • Irrigation system repairs • Grading and placement of topsoil and sod • Install drywell and connect sump pump to drywell • Tree replacements, floral plantings, and grasses <p>Installing the drywell away from the sanitary sewer main is needed as the storm sewers do not extend the entire length of the street and is less costly than extending the storm sewer to this location.</p>		
Materials: Invoice #37188		

**Willson - Swykert Lawn - Landscape
Maintenance**

1872 Sun Island View
Commerce Township, MI 48390
US
billjim@yahoo.com

INVOICE

BILL TO

Farmington DPW
33720 W. 9 Mile Road
Farmington, MI 48335

INVOICE # 37188

DATE 09/16/2024

DUE DATE 10/16/2024

TERMS Net 30

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	BRING REAR AND SIDE YARD BACK TO ORIGINAL FORM			
Sales	Dig Dry Well 4'x 8' x4'Deep And Backfill With 6A Round Float Stone, Install Timbers At Back Fence Line And Pin As Back Bed Edge, Remove Vegetation And Other Shrubs Damaged By Construction, Install Sump Pump Drain Line Into Newly Created Dry Well With A Check Valve, Install 2 Drain Water Emitter Pop Ups	1	5,850.00	5,850.00
Sales	Strip Damaged Lawn On East Side Of House, Soil, Install New Sod, Cut In Back Yard Sod Edge And Install New Sod, Install 35 Yards Of Top Soil And Grade To Meet Former Grade - Include Damage Done To Neighbor To The South - Irrigation To Be Repaired And New Heads To Be Installed In Landscape Bed At Rear Property Line	1	7,400.00	7,400.00
Sh.Mulch Installed	Shredded Hard Wood Mulch - Installed	1	350.00	350.00
Treflan	Installation Of Pre-emergent Weed And Grass Control	1	75.00	75.00
Sales	Green Giant Arborvitae 7'	5	450.00	2,250.00
Sales	Smoke Tree #15	1	225.00	225.00
Sales	Cat Mint #1	12	30.00	360.00
Sales	Shenendoah Grass #2	4	65.00	260.00
Sales	Quick Fire Hydrangea #7	5	145.00	725.00
Sh.Mulch Installed	Shredded Hard Wood Mulch - Installed	5	75.00	375.00
Treflan	Installation Of Pre-emergent Weed And Grass Control	1	90.00	90.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Sales	Additional Irrigation Heads And Lines	1	275.00	275.00
			BALANCE DUE	\$18,235.00

Farmington City Council Staff Report	Council Meeting Date: October 7, 2024	Item Number 6D
Submitted by: City Manager, David Murphy		
Agenda Topic: Women's Park Phase II		
Proposed Motion: Move to approve the phase II proposed improvements to Women's Park as presented by Wilson–Swykert Lawn–Landscape for an amount not to exceed \$31,200.		
Background: Last year we hired Bill Willson of Wilson–Swykert Lawn–Landscape to make some improvements to Women's Park. We split the project into two phases over two fiscal years. The first phase turned out great so we budgeted the second phase in this year's budget. Wilson–Swykert Lawn–Landscape will be able to implement phase II this fall and complete the remainder of the project this fiscal year.		
Materials: Cost Estimate from Wilson–Swykert–Landscape		

Willson - Swykert Lawn - Landscape
 Maintenance
 1872 Sun Island View
 Commerce Township, MI 48390
 US
 billjlm@yahoo.com

Estimate

ADDRESS

Farmington City Hall
 33720 W. 9 Mile Road
 Farmington, MI 48335

ESTIMATE # 2053

DATE 09/30/2024

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	WOMEN'S PARK			
Sales	Tree Removals - Stump Grinding (Large Sycamore, Large Maple, (2) Flowering Crabapples, Douglas Fir)	1	4,950.00	4,950.00
Sales	Installation Large Red Maple 4"	1	1,250.00	1,250.00
Sales	Installation Ornamental Trees (TBD)	2	650.00	1,300.00
Sales	475 +/- Sq. Ft. Brick Pavers Per Drawing, Retainer Wall With Seat Cap Per Drawing (21AA Base, 2NS Sand, Polymeric Locking Sand, Glue, Concrete Parge)	1	18,575.00	18,575.00
Sales	Red Rocket Barberry #5	16	95.00	1,520.00
Sales	Densiformis Yew 30"	5	175.00	875.00
Sales	Decorative Onion #1	12	32.00	384.00
Sales	Top Soil - Plant Mix LS	1	250.00	250.00
Sales	Shredded Hard Wood Mulch LS	1	150.00	150.00
Sales	Single Trunk Serviceberry 10-12'	1	575.00	575.00
Sales	Irrigation Adjustments - Additions TBD	1	1,300.00	1,300.00

TOTAL

\$31,129.00

Accepted By

Accepted Date

Farmington City Council Staff Report	Council Meeting Date: October 7, 2024	Item Number 6E
Submitted by: Scott Freeman		
Agenda Topic: Discussion of theater finances and future direction		
Proposed Motion: N/A		
Background: The City purchased the historic theater in 1999 and, after remodeling re-opened in 2000 as a way to retain a vibrant cinema in the city's core. Discussion will include financial performance since the government shutdowns in 2020. In the recent past, the theater has received loans from the general fund and is running at a financial deficit. In addition, discussion will include options theaters nationwide are undertaking to retain attendance and revenue.		
Materials:		

595-000.00-720.100	FICA, EMPLOYER'S SHARE	500.96	905.40	1,158.02	677.43	700.09	764.71	879.37	727.48
595-000.00-720.200	COMPREHENSIVE MEDICAL INS	-	-	-	-	-	-	508.30	508.30
595-000.00-720.300	LIFE INSURANCE	-	-	-	3.22	3.22	-	-	-
595-000.00-720.360	LONG TERM DISABILITY	-	-	-	2.14	2.14	-	-	-
595-000.00-720.500	WORKMEN'S COMPENSATION INS	44.03	44.03	-	(7.70)	44.03	-	-	44.02
595-000.00-727.000	OFFICE SUPPLIES	-	-	-	-	-	-	-	-
595-000.00-728.000	POSTAGE, METER	8.82	-	-	-	-	-	-	-
595-000.00-740.010	CONCESSION SUPPLIES	1,720.07	3,000.16	1,487.97	1,476.85	2,153.09	1,468.41	2,579.10	2,401.39
595-000.00-740.500	NON-CAPITALIZED ASSETS	-	195.00	-	-	-	34.90	-	-
595-000.00-775.000	REPAIR & MAINT SUPPLIES	127.14	84.98	384.30	159.51	74.34	162.41	159.28	627.86
595-000.00-801.902	BOOKING FEES	270.00	450.00	360.00	360.00	450.00	360.00	360.00	450.00
595-000.00-818.001	CONTRACTUAL, DISPOSAL	814.97	927.80	765.54	(538.91)	431.28	404.79	(1,591.75)	561.67
595-000.00-818.022	MANAGEMENT, OPERATIONS	3,604.70	10,115.70	6,623.64	6,623.64	6,623.64	6,623.64	6,623.64	9,935.46
595-000.00-853.000	TELECOMMUNICATIONS	180.46	180.46	-	-	543.26	308.25	-	362.38
595-000.00-863.000	ADMIN & OVERHEAD	-	-	-	-	-	-	-	-
595-000.00-880.021	ADVERTISING	-	944.14	1,096.57	1,082.17	844.30	688.13	881.98	1,265.20
595-000.00-880.100	PROMOTIONAL & MARKETING	14.80	(226.49)	-	-	318.35	-	-	197.51
595-000.00-921.000	ELECTRICITY	-	1,471.16	1,472.61	1,440.58	919.25	659.86	879.88	1,422.41
595-000.00-922.000	NATURAL GAS	-	99.56	51.14	160.40	279.16	-	397.34	938.68
595-000.00-923.000	WATER & SEWER	-	-	682.48	-	-	-	467.68	-
595-000.00-934.500	MAINTENANCE, THEATER EQUIP	359.59	564.90	-	-	-	-	971.68	312.95
595-000.00-935.000	MAINT, BUILDINGS & GROUNDS	65.00	3,569.30	434.30	141.30	491.30	176.30	206.30	2,220.77
595-000.00-936.000	CLEANING & UNIFORMS	-	-	-	-	-	-	-	-
595-000.00-941.111	FILM RENTALS	8,930.77	12,261.29	5,250.50	4,073.15	6,591.27	5,019.35	9,922.09	6,659.86
595-000.00-941.112	FILM PICKUP AND DELIVERY	-	15.00	60.00	15.00	165.00	60.00	60.00	30.00
595-000.00-956.000	MISCELLANEOUS EXPENSE	-	275.00	880.00	703.31	48.20	5.83	18.01	15.89
595-000.00-959.500	CREDIT CARD FEES	953.02	701.39	427.61	378.35	458.20	743.95	746.18	453.44
595-000.00-959.501	POS FEES	901.08	647.38	391.99	321.21	423.71	692.08	709.14	451.22
595-000.00-969.100	CONTRIBUTION INS & BONDS	2,122.33	1,061.17	-	-	-	-	-	-
595-000.00-969.300	CONTRIBUTION-DDA	-	-	-	-	-	-	-	-
595-000.00-969.400	COMMUNITY PROMOTION	-	-	-	-	145.00	773.00	90.75	-
595-675.00-977.000	CAPITAL OUTLAY, EQUIPMENT	-	13,975.64	850.00	-	-	-	-	-
595-696.00-995.000	DEBT, INTEREST	-	-	-	-	770.00	-	-	-

TOTAL EXPENDITURES	27,166.07	63,098.03	37,514.38	25,926.98	31,630.30	28,941.56	36,491.15	39,222.98
REVENUES AND TRANSFERS								
OVER/UNDER EXPENDITURES	22,354.08	(28,170.90)	(3,119.10)	(9,921.80)	(9,743.09)	7,290.25	(931.41)	(16,505.17)

BALANCE	BALANCE	BALANCE	BALANCE	2023/24	BALANCE	BALANCE	BALANCE	2024/25
<u>03/31/2024</u>	<u>04/30/2024</u>	<u>05/31/2024</u>	<u>06/30/2024</u>	YTD	<u>07/31/2024</u>	<u>08/31/2024</u>	<u>09/30/2024</u>	YTD
12,274.52	9,688.43	9,702.11	17,076.17	133,321.17	16,173.13	10,438.46	8,351.88	34,963.47
20.75	-	-	-	41.50	75.47	18.87	77.36	171.70
13,882.00	11,479.50	10,537.75	20,335.00	163,013.75	20,055.00	12,543.00	9,849.00	42,447.00
1,721.45	2,251.55	1,638.65	3,502.95	32,905.22	3,483.95	2,080.80	2,308.80	7,873.55
(57.56)	(61.57)	(67.16)	(48.80)	(618.95)	(63.31)	(44.14)	-	(107.45)
-	3,485.00	2,240.00	1,900.00	8,452.80	-	365.81	-	365.81
(475.60)	(131.00)	(279.00)	487.75	3,004.55	(164.25)	(36.00)	10.25	(190.00)
-	-	-	850.00	850.00	-	-	-	-
120.52	78.31	49.05	123.42	2,140.46	208.07	168.32	-	376.39
574.75	2,350.00	1,950.00	1,580.00	18,660.25	518.00	500.00	1,100.00	2,118.00
-	1,000.00	-	1,938.29	5,073.29	-	-	-	-
329.50	138.75	191.25	513.75	3,257.20	517.50	266.25	300.35	1,084.10
<u>(13.00)</u>	<u>(39.00)</u>	<u>(0.50)</u>	<u>(9.75)</u>	<u>(28.70)</u>	<u>(8.25)</u>	<u>12.25</u>	<u>(6.50)</u>	<u>(2.50)</u>
28,377.33	30,239.97	25,962.15	48,248.78	370,072.54	40,795.31	26,313.62	21,991.14	89,100.07
-	-	-	72,000.00	72,000.00	-	-	-	-
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>14,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
-	-	-	72,000.00	86,000.00	-	-	-	-
3,783.07	2,264.72	2,533.42	3,488.77	31,211.34	1,270.97	3,693.50	2,115.44	7,079.91
10,592.12	7,070.34	7,139.14	12,226.18	99,101.19	5,170.69	15,064.74	7,032.77	27,268.20
-	95.96	25.59	734.30	2,423.60	-	-	565.80	565.80
-	-	-	459.13	459.13	-	-	-	-

1,089.99	711.75	732.20	1,243.75	10,091.15	487.95	1,425.27	733.41	2,646.63
508.30	508.30	508.30	508.30	3,049.80	508.30	508.30	508.30	1,524.90
-	-	-	-	6.44	-	-	-	-
-	-	-	-	4.28	-	-	-	-
-	-	-	-	168.41	40.02	40.02	-	80.04
48.09	-	32.20	-	80.29	-	-	-	-
-	-	-	-	8.82	6.21	-	-	6.21
1,996.51	103.26	4,586.21	7,580.50	30,553.52	1,279.43	3,866.15	149.96	5,295.54
-	-	-	-	229.90	-	-	-	-
116.12	887.61	-	388.81	3,172.36	-	2.99	393.96	396.95
360.00	360.00	450.00	450.00	4,680.00	270.00	450.00	360.00	1,080.00
155.11	(284.30)	655.72	(1,673.10)	628.82	381.02	702.65	564.82	1,648.49
6,623.64	6,623.64	6,623.64	9,935.46	86,580.44	3,411.18	10,233.54	6,822.36	20,467.08
181.19	180.68	180.68	180.68	2,298.04	195.95	195.95	195.95	587.85
-	-	-	22,773.63	22,773.63	-	-	5,530.25	5,530.25
345.85	569.77	1,207.48	1,616.55	10,542.14	-	347.86	778.74	1,126.60
159.92	190.19	-	2,000.00	2,654.28	-	24.00	3,162.42	3,186.42
1,577.26	1,598.12	791.18	1,893.08	14,125.39	-	1,670.24	1,325.97	2,996.21
372.28	333.03	199.34	267.56	3,098.49	-	132.13	132.13	264.26
338.80	-	-	396.08	1,885.04	-	-	650.10	650.10
2,935.96	-	-	359.59	5,504.67	-	-	748.16	748.16
141.30	144.30	220.60	1,521.20	9,331.97	-	150.60	583.60	734.20
-	-	-	811.50	811.50	-	-	-	-
7,236.15	6,464.69	6,121.37	13,852.51	92,383.00	7,924.32	11,896.06	5,382.13	25,202.51
-	-	150.00	150.00	705.00	-	60.00	40.00	100.00
811.97	-	61.49	9.20	2,828.90	-	200.00	1,001.69	1,201.69
653.24	515.12	482.32	969.13	7,481.95	886.67	564.22	474.83	1,925.72
573.68	506.05	472.22	879.88	6,969.64	790.89	541.01	440.19	1,772.09
1,061.17	-	-	-	4,244.67	2,247.92	-	-	2,247.92
-	-	-	10,000.00	10,000.00	-	-	-	-
-	100.00	-	-	1,108.75	50.00	-	-	50.00
-	-	-	-	14,825.64	-	-	-	-
-	-	3,080.00	-	3,850.00	-	-	-	-

41,661.72	28,943.23	36,253.10	93,022.69	489,872.19	24,921.52	51,769.23	39,692.98	116,383.73
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(13,284.39)	1,296.74	(10,290.95)	27,226.09	(33,799.65)	15,873.79	(25,455.61)	(17,701.84)	(27,283.66)
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