



Regular City Council Meeting
7:00 p.m., Monday, Dec. 20, 2021
Farmington City Hall
23600 Liberty Street
Farmington, MI 48335

REGULAR MEETING AGENDA

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF ITEMS ON CONSENT AGENDA**
 - A. **Accept City of Farmington Board and Commission Minutes**
 - B. **City of Farmington Minutes**
 - C. **Farmington Monthly Payments Report**
 - D. **Farmington Public Safety Monthly Report**
4. **APPROVAL OF REGULAR AGENDA**
5. **PUBLIC COMMENT**
6. **PRESENTATIONS AND PUBLIC HEARINGS**
 - A. **Farmington Farmers and Artisans Market Presentation**
7. **NEW BUSINESS**
 - A. **Consideration of resolution to participate in the National Opioid Litigation Settlement**
 - B. **Resolution to extend usage of outdoor seating and temporary expanded areas**
 - C. **Appointments to the Farmington Beautification Committee**
 - D. **Consideration of extension of Inspection Period under Agreement to Purchase and Develop Property related to the Maxfield Training Center and Grand River/Thomas Street parcels**
 - E. **Consideration to approve pay application for Drake Park improvements**
 - F. **Consideration to approve construction estimate for the Oakland Street Reconstruction-Water Main Replacement**
 - G. **Consideration to ratify payment to D'Angelo Brothers Incorporated for the emergency sanitary sewer repair on Oakland Street**
 - H. **Consideration to approve payment to Pipeline Management for protruding tap removal, sewer cleaning and CCTV of the sanitary sewer on Oakland Street**
 - I. **Consideration to approve payment application for Shiawassee and Drake Park restroom improvements**
 - J. **Consideration to approve payment to Luigi Ferdinandi & Son Cement Company for the Farmington 2020 Sidewalk Program**

8. PUBLIC COMMENT

9. CITY COUNCIL COMMENTS

10. ADJOURNMENT

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

Farmington City Council Staff Report	Council Meeting Date: December 20, 2021	Item Number 3A
Submitted by: Melissa Andrade, Assistant to the City Manager		
<u>Agenda Topic:</u> Accept Minutes from City's Boards and Commissions		
CIA: October 2021 DDA: November 2021 Historical: December meeting canceled Parking: December meeting canceled Pathways: November 2021 Planning: October 2021 ZBA: December meeting canceled Library: November 2021 (draft) Farmington/Farmington Hills Arts Commission: October 2021 Commission on Children, Youth and Families: October 2021 Emergency Preparedness Committee: November 2021		

**CITY OF FARMINGTON
GRAND RIVER CORRIDOR IMPROVEMENT AUTHORITY
MINUTES
October 14, 2021**

CALL TO ORDER

The Farmington Grand River Corridor Improvement Authority meeting was called to order at 8:15 a.m. by Chairman King.

Members Present: Accettura, Graham, King, Thomas
Members Absent: Carron, O'Dell, Schneemann
Staff: Christiansen, Novak (OHM)

APPROVAL OF AGENDA

Motion by Graham, supported by Thomas to approve the agenda. Motion approved unanimously.

APPROVAL OF MINUTES

Motion by Thomas, supported by Graham to approve the September 9, 2021 minutes. Motion approved unanimously.

GRAND RIVER CORRIDOR VISION PLAN UPDATE

Marguerite Novak of OHM Advisors discussed the current status of the Grand River Corridor Vision Plan Update and presented the project update. The current draft Grand River Corridor Vision Plan Update 2021 was presented and reviewed. Discussion and review of the draft, including the implementation section, will continue at the next CIA Board meeting (Joint CIA Boards meeting).

PUBLIC COMMENT

None.

BOARD COMMENT

None.

ADJOURNMENT AT 9:01 am



6:00PM Wednesday, Nov 3, 2021
City Hall Conference Room
23600 Liberty Street
Farmington, MI 48335

MINUTES

Called to order by Todd Craft at 6:03PM

1. Roll Call

Present: Miguel Williams, Todd Craft, Tom Pascaris, Tom Buck, Claire Perko

Others Present: Kate Knight, Jess Westendorf

Absent: Donovan Singleton, Linda Deskins, Chris Halas, Sara Bowman

2. Approval of Items on Consent Agenda

a. Minutes: September 30, 2021 DDA/City Council Joint Meeting

b. Minutes: October 6, 2021 DDA Regular Meeting

c. Minutes: October 18, 2021 DDA/City Council Joint Meeting

Motion to approve the items on the consent agenda Buck, Second Pascaris. Passes unanimously.

3. Approval of Regular Agenda

Motion to approve the items on the consent agenda Pascaris, Second Williams. Passes unanimously.

4. Public Comment

Opened by Craft at 6:04.

Singleton and Deskins listened on the phone.

Linda Deskins is thankful that Grand Raven went so well and looking forward to decorating next weekend.

5. Financial Snapshot

Overview by Knight.

6. Executive Director Update

Overview by Knight.

Transitioning into the holiday season. Removing cornstalks, removing hay bales, packing up ravens.

Looking towards Ladies Night Out and installing greens and lights throughout Downtown.

We are hosting an artisan pop up during Ladies Night Out including a few that have expressed interest in having a brick and mortar. The DDA will be popping up at Dearborn music featuring Downtown Shopper totes, Syndicate Swag, and merch for gift giving. Looking for board members to represent on both 11/13 for decorating & 11/18 for Ladies Night Out.

We are working on orchestrating a Ladies Night Out popup at Browndog featuring Lekker Choco Treats with owner Nakija Mills for an extended period of time. Activating the space until Browndog reopens and also incubating a future business.

Thank you to the board for coming in twice in joint assembly with City Council to execute final easement documents for Farmington Rd Streetscape. Close to our due date at week's end.

Proposed pedestrian elements, public transportation stops and lighting specs. Shared the streetscape schematic drawings and master planning documents with our Redevelopment Ready technical assistance team consultants including MEDC, MML, And CityFIX this week.

Working together on an RFQ development packages service for a property on Farmington Rd. Coinciding with streetscape construction and we are exploring public outreach opportunities for communication both projects concurrently.

Knight attended Smart Cities Connect Conference in DC a couple weeks ago about the first steps for digitally sustainable economic development with our SiFi Networks FiberCity Investment in the coming months.

Kicking off a legislative meeting with Haley Stevens and her legislative director opened with "Farmington! Wow we love your big Raven!" We know how to draw the connection between downtown community broadband investment and public art as important economic development tools, and it's so nice to hear that in Washington.

7. Capital Improvement Plan Appointment

City ordinance requires a Capital Improvement Program (CIP). The City has asked for input from the DDA. After completion, the CIP will be incorporated into the city budget. City administration is asking for DDA representation in the work group. It is anticipated that the Downtown Master Plan will be the main source of capital projects from the DDA. The City requires input from the DDA to be submitted by December 10, 2021, to the CIP Steering Committee.

Motion by Perko, Seconded by Buck, RESOLVED, that the board designates Kate Knight to serve on the Capital Improvement Program Work Group. Motion passes unanimously.

8. DDA TIF Financing Application Training and Toolkit Package, CIP Planning

We have a proposal in this packet by CIB Planning. This is the next step to communicate a framework.

Discussion of other projects and partners that CIB has worked on and with. Specific discussion Relating to "Task 6: Assistance with City Council Review" with including how to get council on board with project selection early on to support the master plan. Board discussed introducing into Task 1: "...In the context of master planning for Downtown and advocacy for master planning"

Motion by Buck, Seconded by Perko, RESOLVED, that the DDA Board authorize the Executive Director to execute an agreement with CIB Planning to create a work program as described in the attached document, for an hourly, not to exceed fee of \$11,800.00 with the addition of expanding Task one to be "Prepare and present a project-specific tax increment finance training session with the DDA Board, focusing on evaluation of projects and incentivizing development projects in the DDA District in the context of master planning for Downtown and in advocacy for master planning."

Motion passes unanimously via role call with Williams, Pascaris, Perko, Buck, Craft.

9. DDA Business Incubator Sub-Lease Authorization

Motion by Buck, Seconded by Williams, RESOLVED, that the DDA Board authorize the Executive Director to sign agreements for a sub-lease of a pop-up business incubator. Motion passes unanimously.

After more discussion...

Motion by Buck, Seconded by Williams, RESOLVED, that the DDA Board authorize the Executive Director to sign agreements for a sub-lease of a pop-up business incubator. Motion passes unanimously As presented to the board for the pop up business incubator. Williams accepts amendment. Motion passes unanimously via role call.

Social Media overview by Westendorf

org committee- Update by Knight with a huge shoutout to committee chair Deskins.

Design Committee- no updates

PAC- Ravens, ravens and more ravens. Edgar the giant raven was a huge hit. Raven wings by Sipp and the peice outside of kickstART. Inside Out program meeting soon to determine 5 locations.

Business Development Committee- One more meeting to go as part of the PSD process.

Other Business

Tom Buck as been serving on the Parking Committee on a temporary basis.

Craft nominates Don Singleton as parking committee liason for the DDA. The Board voted and unanimously approved Singleton.

Knight: DDA staff is pursuing Yiftee as a downtown dollars gift card option. Deskins has agreed to take this on from an outreach perspective with the goal to have it active for Small business Saturday.

Instagram training providing professional development for Downtown Businesses through LocalHop.

q

10. Committee Updates:

- a. **Events Update**
- c. **Promotions Committee**
- d. **Organization Committee**
- e. **Design Committee**
- f. **Public Art Committee**
- g. **Business Development Committee**

11. Other Business

12. Board Comment

Pascaris: Would like to see master planning training between City Council and DDA.

Perko: Claire's cousins are working on purchasing former Page's location for a brewery location with the goal to open mid-summer.

Williams: Thank the members of the board for feedback on Apothecary. Ground has broken on patio construction.

Pascaris: Insured land contract deal on house on Oakland

Craft: Time to heal the wounds, make nice, and get business done after a contentious election.

Thank you to Linda Deskins for all her recent efforts specifically with Harvest Moon and DDA staff for all the efforts. Get involved we need volunteers.

Pascaris: Happy Birthday to Kate on Halloween

13. Adjournment

Motion to Adjourn by Pascaris, second by Williams. Passes unanimously.

Dates of Interest:

November 3: DDA Regular Board Meeting

November 4 and 5: Michigan Downtown Association Conference

November 18, 5:00-9:00pm Ladies Night Out: Fall Edition

November Series: Instagram 101,201,301 Training, Professional Development for DDA Merchants

November 27: Small Business Saturday



FARMINGTON PATHWAYS COMMITTEE

7:00 p.m.

Meeting Minutes

November 10, 2021

1. CALL TO ORDER

Meeting Called to Order at 7:02

2. ROLL CALL

- a. Susan Arlin
- b. Sue Lover
- c. Bill Gesaman
- d. Maria Taylor
- e. Chris Weber
- f. Tim Prince
- g. Joe VanDerZanden
- h. Kevin Christiansen
- i. Brent Bartman - Absent

3. APPROVAL OF AGENDA

Tim moved to approve, supported by Sue Lover

4. APPROVAL OF MINUTES

- a. Meeting Minutes, September 8, 2021
- b. Tim P moved to approve, supported by Maria T

5. OLD BUSINESS

- a. 2022 SIDEWALK PROJECT EVALUATION (Selection of 1 of 3 sidewalk areas)
 - i. Chris reviewed the 2011 Sidewalk Project Evaluation.
 - ii. Committee members discussed their walk and reviews of existing conditions of Grand River, Farmington Road, and neighborhoods east of Farmington Road.
 - iii. Committee suggested focus on Area 1 and redevelopment along Grand River, Orchard Lake Road, Mooney, Power, Shiawassee, and additional ADA work at intersections in BelAire.
 1. Tim P moved to approve, supported by Joe V
- b. SAFE ROUTES TO SCHOOL (SRTS) CHATHAM HILLS TO LONGACRE CONNECTION UPDATE
 - i. Sue reviewed current status of SRTS Project and provided and update.
 - ii. Sue and Chris reviewed information provided by FPS from the walking audit.
 - iii. The proposed Chatham Hills pathway was discussed in detail. A subdivision survey and next steps were identified. Identification of

property owners and discussion with City Council regarding the proposed pathway plan are next.

c. FERNDALE OUTING

- i. Tim reviewed the Ferndale on-site visit/outing with the committee. He and Sue recapped their visit and provided pictures showing examples of existing conditions and non-motorized facilities.

d. FLANDERS PARK ACCESS UPDATE

- i. Kevin updated the committee on the Flanders Park access. He indicated to the committee that discussion with the Farmington Hills City Manager regarding the pathway is ongoing and will continue.

e. YEAR END REPORT

- i. Susan discussed the Pathway Committee Year End Report. A report will be prepared and presented to City Council at their second meeting in January, 2022.

f. OLD FARMINGTON ROAD BRIDGE UPDATE

- i. Sue provided an update—students are still working on the project. Nothing else new.

g. OTHER UPDATES ON OLD BUSINESS

- i. Bill provided update on discussion with Farmington Hills on M-5 pedestrian crossing bridge. Continuing discussion is ongoing.
- ii. Chris reviewed the current Oakland County (2028) Trails Master Plan with the committee. He will reach out to Oakland County with a grant proposal. He will coordinate with from Farmington Hills.

6. NEW BUSINESS

a. ANY NEW TARGET AREAS?

- a. Joe spoke on committee reappointments
- b. Chris mentioned the Floral Park dirt path—residents want improvement.
 - i. Put on next agenda for discussion

b. NEXT STEPS – None Discussed

7. PUBLIC COMMENT

No public comment this week

8. COMMITTEE MEMBER COMMENT

No additional committee member comments

9. ADJOURNMENT

Meeting adjourned at 9:13 Moved by Sue, Maria supported.

Next meeting: December 8, 2021

FARMINGTON PLANNING COMMISSION PROCEEDINGS
23600 Liberty Street
Farmington, Michigan
October 11, 2021

Chairperson Majoros called the meeting to order in Council Chambers, 23600 Liberty Street, Farmington, Michigan, at 7:00 p.m. on Monday, October 11, 2021.

ROLL CALL

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

OTHER OFFICIALS PRESENT: Director Christiansen, Recording Secretary Murphy; Beth Saarela, City Attorney; Brian Golden, Director of Media Services; Brian Belesky, Audiovisual Specialist.

APPROVAL OF AGENDA

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

APPROVAL OF ITEMS ON CONSENT AGENDA

A. September 13, 2021 Minutes

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

PROPOSED BUILDING FAÇADE MODIFICATION – OLIVE TREE PLAZA, 34425-34455 GRAND RIVER AVENUE

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

Director Christiansen stated this item is a review of a proposed building façade modification to the existing Olive Tree Plaza commercial building. The proposed modifications include new exterior building upgrades, improvements, to the existing four-unit commercial building, including modification to the cornice along the top of the existing building, limestone along the base of the building replacing the existing brick and new stucco on the face and elevations of the building. The subject property is zoned C-2, Community Commercial, no additional building modifications or site improvements are proposed. The Applicant has submitted plans for the proposed building façade modifications and that is attached with your staff packet for this evening. Submitted plans include proposed front, side and rear building elevations and project details and specifications. The Applicant is here this evening to review the proposed building façade modification with the Commission. With respect to then the plans, and with the

attachments, I would turn it back over to you, Mr. Chair, so that the Applicant may then use those which can be placed up on the screen and that information is in your packet.

Chairperson Majoros called the Applicant to the podium and asked him to state his name clearly and address and then we'll have you walk through your proposal and we'll have dialogue.

Johny Essou, Olive Tree Plaza, 34425-34455 Grand River Avenue, came to the podium. He stated what we're doing there is we're adding a four-foot wall, EIFS stucco with nice crown molding. And then another wall in the back of the plaza to cover all the rooftop equipment there, air conditioners for the deli and the coffee shop there. We're replacing all the damaged brick under the windows with new bricks with limestone at the top of the brick under the windows and that part already start. Mr. Jeff, he authorized for us to start working on the windows. And do I have to mention anything about the parking lot, this is what we're doing. We're adding, the footing will start from here all the way to here with crown molding, it will be nice crown molding matching the next door, almost will be the same design all finished, I believe the dentist office next door. And the back wall we are doing it to make it look so nobody can see whatever's on the top here, there's so many rooftop units and I know it got complained about, how it looks. That exists right now so that wall will hide these units and I think there's one more here that shows. After we finish them, nobody can see all these units. We picked two different colors in case one of them you guys don't like, we can go to the second option. The limestone will go under the windows and we are replacing all of this masonry, bricks, whatever was damaged here, so that's what we're doing. If there's anything else I can answer.

Majoros stated so to sum up, it sounds like we're almost doing a top and bottom border, there's a border along the bottom with the new limestone, keeping the façade of the building because it does have different dimensional parts, so we're keeping those kind of bayed out windows that were in the middle of the plaza. So you'll have the different entry points,

Essou stated the two bay windows, we're replacing them, too, because it leaks and the doctor's office complained too much about the leak so as soon as we're done with the brick work, we'll be replacing the bay windows.

Majoros asked if the windows would be flush and Essou replied it will be the same bay windows, just new ones.

Majoros stated and in addition to the approximate 4-foot molding at the top that will add a nice order to the building but also have the nice addition of shielding the equipment on the top of the roof. Could you please describe the two colors; you've got kind of a lighter

City of Farmington Planning Commission

October 11, 2021

Page 3

color and the middle band, we've got kind of a dark brown, just a little descriptive of those, please.

Essou said that's the crown molding and this EIFS or stucco, you can name it, and we can change colors; we can do the light colors at the top and the dark in the bottom or flip them, we have four different colors and any colors you guys want us to use, we can do. And there will be of course some design there, there will be some design on the wall. I don't have the time to do a 3D picture to show exactly how it looks, but my architect, he did his best to put the colors on this drawing. Usually I submit 3D pictures before we start anything that will show exactly how it looks like when everything is done there.

Majoros asked on the building now where the two addresses are, so immediately to the left and to the right of the two bay windows, there's canopies and there's obviously signage, with any of the addition, well, we know the cleaners is gone, I'm not sure if their sign is still there, but will there be any changes to any of the signage that will accompany these moves or will all of the existing awning and signage stay as is?

Essou replied I think this sign is gone, I got this picture from Google Maps and it's at least one year old. There's a new sign for this business, it's here, and the other businesses we have there is signs. We're not doing nothing with, we're not moving nothing, we're not touching it, that belongs to the tenant if they want to do any update on the business sign.

Chairperson Majoros opened the floor for questions and/or comments from the Commissioners.

Crutcher asked those awnings, canopies over the entrance, are those going to stay and Essou replied right now they exist, it's not up to me to make a decision to change or not, that's up to the landlord, to be honest with you and I manage their work. So I don't think they want to do something with it right now because they spend a lot of money on this building and the next building that they have, they're trying to update everything.

Crutcher said they will have to get approval to put them back if they took them off and Christiansen replied they would have to go through the building permit process for those particular items.

Christiansen went on to say that is certainly per tenant and what will have to happen is that all of the elements that you see on the building here in this photo, they're going to have to be pulled. And the exterior façade work then completed and then they will have to be reinstalled like what was done at World Wide Center, all of that had to be re-permitted and go through the building permit process. And even if it was new signage

City of Farmington Planning Commission

October 11, 2021

Page 4

because there's new application and there's new anchoring so all of that will have to go through that process including the awnings and everything else.

Majoros stated it kind of reminds me as we were going through the hardware along Grand River and remember they had all the windows and the signage, those nice images that are all black and white, at that time the comment we had was there's a lot of different color, there's a lot of different things going on, so the time now is to talk things through, the colors of the band, but we're not going to dictate individual tenant signs, but things like awnings, if we've got, as it was shown on the individual, kind of a taupe colored band with a darker brown and then brick and then green awning, we start to get a lot of colors going on there, that's all. If there's any consideration for what color the top band and the awnings are going to stay, that's just a consideration for just this tenant.

Christiansen stated you can certainly indicate that as you're talking about it now and put any action the Commission, what your preference is with respect to the color scheme and those kind of elements as well.

Crutcher said you stated you're just extending the wall to make it taller because I know there's a lot of articulation in the wall; what about those wing walls? In your drawing it's not clear what is going on.

Essou said we will follow, like this wall, we will follow the masonry wall or whatever is here, our new wall will follow it, same design exactly.

Crutcher then asked about the wing walls, the triangle shaped, what's on top of that? You're doing Dryvit on the front of it and Essou replied yes, and Crutcher asked what's going to be on top of that, the wing walls? Essou replied we're not touching it. If you go down to the first picture, you'll see what I'm talking about. You see there's space from here, like 16 to 18 inches, so we're not doing nothing on these two walls here.

Crutcher asked if the new material is the same color of the brick and Essou replied no, we use the same family but different tones. Like let's say the EIFS, let's say we use a light color, and then the coping will be the darker color. Crutcher then asked if the fillers in between the windows those are going to be different colors than the Dryvit, right, and Essou replied my idea is to match the color molding with the brick color and do some different color, or two colors of the same family, it will be same brick family but two different tones. Crutcher confirmed it is not brick and Essou replied it's not brick, it's stucco. Essou stated we are only replacing the damaged brick and Crutcher confirmed that they are putting the stucco on top of the brick, similar to what they did next door.

Majoros stated to be clear, along the bottom we will follow the exact contour of the building as partitions come in and out with limestone that's approximately a foot and a half or so

City of Farmington Planning Commission

October 11, 2021

Page 5

to the bottom of the windows, that will all be completely new following every contour of the building from the top edge of that let's call it 18-inches to the existing top of the building as it currently exists, no changes, and the addition of a stucco molding and cap that's approximately 4-feet high, bordering all four sides of the building.

Essou replied we're doing three sides with the crown molding, the back side, no crown molding, just a wall to cover the equipment.

Crutcher then asked if the stucco would be on the same plane as the brick or is it going to stick out in front of the brick or will it be behind it?

Essou replied it will be flush with the brick, the finish will be flush with the brick.

Director Christiansen stated this building is probably in the neighborhood of about 40 years old now and there's been some moisture damage and in light of that work that needs to be addressed that's why we're replacing it at the sill and below, we have to repair all of that. And again, the windows, too, I believe Mr. Essou mentioned windows, they'll be replaced.

Commissioner Waun stated given that the green awnings are staying, I would prefer to see at that soffit area that the color match the limestone at the base rather than introducing another color.

Essou said these awnings, maybe they'll do something with them in the future, but to do anything, match these two colors, it will be very hard to change it later or it will be very expensive.

Waun stated in one of your renderings it almost appears as a mustard color and I'm suggesting please don't introduce that, another element. I would recommend doing something at the top that matches whatever that stone is.

Christiansen stated to Waun you can certainly indicate that in whatever action you take, again, because it is, in looking at the Petitioner, very likely that the awnings may not be put back as is and if you had some direction in the action that you would take with respect to color of awnings in concert with or matching or relating to the scheme, then we would have that to reference.

Majoros said you want to keep this is a canvas that's future proofing to where we're going and if you have too many elements then no matter what color awning potentially gets changed in the future, you've got a tricky situation here.

City of Farmington Planning Commission

October 11, 2021

Page 6

Commissioner Westendorf stated it's my understanding that the building is getting taller with this and Essou replied yes, and it doesn't exceed the building dimensions and Christiansen replied that's correct, and the reason for the extension is to screen the rooftop appliances in part and currently that's not the case. The rules and regulations that are currently in place for screening in the Ordinance were not in place at that time as they are now to achieve this, so we're actually upgrading and addressing the existing condition to bring it into conformance.

Perrot stated that in looking over everything and being familiar with the area, there's two residences that are across and behind this property, right across the street from Wesley Place and I'm sure they're going to be thrilled to have some commercial noise lessened by wrapping that building around so it's definitely a value add for residents.

Christiansen stated that's a good point and what is very noticeable here along this stretch of Grand River on the south side, east of Gill Road now, this property with this proposal to be realized depending upon the Commission's action this evening, the adjacent Brightside Dental and then you'll note that all of your efforts here helping to facilitate changes in the World Wide Center and a complete re-facade of a shopping center that was constructed in the '70s, new satellite building, and to keep you abreast there's going to be some future changes to the Panera Bread, so a breath of fresh air there, too, so you're seeing that now on Grand River at this particular segment of it, portion of it, is really quite positive in the community. So we're really pleased to see these things now taking place and the property owners invested in doing that.

Chairperson Majoros stated I think we've had some good discussion; it feels like we're leaning towards a positive resolution perhaps with some comments or things pertaining to color scheme, but with that I'll open the floor up for a motion and we'll take it from there.

MOTION by Waun, supported by Perrot, to move to approve the proposed building façade modification at Olive Tree Plaza, 34425 – 34455 Grand River Avenue, with colors on the column to match the stone below the sill.

Crutcher made a Friendly Amendment to the motion to include the verbiage to coordinate with the sill.

Waun accepted the Friendly Amendment.

Christiansen asked if there might be consideration to include language to the effect of in accordance with the submitted plan which were reviewed this evening so that we have a record to that plan set that we can then indicate in our minutes if that's reasonable.

Waun accepted the Friendly Amendment.

MOTION by Waun, supported by Perrot, to move to approve the proposed building façade modification at Olive Tree Plaza, 34425-34455 Grand River Avenue, with colors on the column to coordinate with the stone below the sill and in accordance with the submitted plan reviewed by the Planning Commission.
Motion carried, all ayes.

REVIEW AND DISCUSSION – ZONING ORDINANCE AUDIT

Chairperson Majoros introduced this item and stated that Director Christiansen had noted in previous meetings that we were going to begin some due diligence on various sections and then pick this off in maybe some bite sized pieces. So I know that you had pre-distributed the three sections that we'll review today, you know, thirty-some pages, although I don't anticipate us going page by page but probably a quick overview from you and then maybe a little direction about how to proceed. I think we've all probably looked through it and I know a couple of us have a few notes of just perhaps some things to bring forward and I'll turn it over to you, Mr. Christiansen.

Director Christiansen stated as you indicated, Mr. Chair, the Commission has had discussion and has started down the pathway of this Zoning Audit. And if you recall at the September meeting there was a discussion about procedures and about provision of information so that you're as prepared as possible as a commission and then how we're really going to look to approach moving through this update.

So in light of that the staff report indicated that this item is a review and discussion of the audit of the City of Farmington Zoning Ordinance and attaches a link to Chapter 35 Zoning of the City of Farmington Code of Ordinances and that link is here. What I'd like to do is get out of this and bring up the Zoning Ordinance that I have on file here so we all can have that up on screen. But also, too, you might recall at your last meeting you did ask if we could provide you in a timely manner with what we're looking to move forward with at the upcoming meeting. So, as you discussed and requested, last week we did send to you an overview of what we are going to look at this evening and that was after our dialogue with our City Attorney who is here this evening and has been coordinating with the City in preparation of this audit and as we move forward. And in light of that, you'll note that attached with your staff report is a memorandum from the City Attorney. So, what I might do, Mr. Chair, and I'm going to go ahead and get out of this and bring up a copy of the Zoning Ordinance for all of us to look at and I would turn this over to you and you could certainly ask the City Attorney for an overview of the Memorandum that's attached.

City of Farmington Planning Commission

October 11, 2021

Page 8

Chairperson Majoros said why don't we start there, if we could, and take a look at that memorandum and then we can talk a little process and away we'll go.

Attorney Saarela stated the Memorandum basically just discusses how to proceed forward on a meeting by meeting basis and what our focus should be at these meetings. This initial meeting we will look at the first three articles of the Zoning Ordinance which are sort of a housekeeping type articles that just in general, Title and Purpose, take a look at those and see if you notice anything inconsistent with what you believe our purpose has been and we can add to that, I think these things are pretty much just statutory recitations of what the document is, so I don't perceive spending too much time on those. I think the greater amount of time will be spent looking at Article 2, General Provisions. What we really want to do is look at the areas of focus that we have in the Master Plan and make sure all these general provisions are consistent with where we're trying to go in the Master Plan. So, we're going to review the focus, try to focus on if there's anything that we would need to do to make adjustments to these provisions, do we need any adjustments to these provisions, do we need to delete any provisions, do we need to add any provisions that will help get us where we're going for the focus areas in that.

Majoros stated can I ask just a housekeeping question, you know, is the purpose and intent for today more themes and input and questions versus we're going to strike the record on Section III, Article 35-B; so is this a more big picture discussion, questions, etc.; help me understand exactly what the intended output here and next step, I suppose.

Director Christiansen replied to answer your question yes and no. Again, as Ms. Saarela has indicated, these first articles of Chapter 35, and for everybody's edification there are twenty-one articles in Chapter 35. So, to spend the time to look at every single article to a level of details to dissect it and break it down, we're not looking to do that. We're looking to look as necessary. If there are issues within certain articles, then we're going to take from the beginning, groups of articles, starting today, Article I, II, III and if it's just general overview and there's really nothing substantive that needs to change, for example, as we dive, you'll find that with Article I probably, because it's pretty much the legalese that is required at the beginning of the ordinance. But when we look at Article II, the General Provisions, the General Provisions have a series of sections and in fact as you look at what I handed out to you, which is today's index with highlights on them. You'll not that there are in Article II sixty sections, where we're going to need to go through and just say any issues with this one or that one or this one, they're specific to particular elements of land use development, planning, use and function of use, etc., in the City. So, that's going to require us to look at those or talk about them. And I'm going to have this Zoning Ordinance then squared with you as we're talking to see if there's any need to look at something in any detail. If not, we'll move on. So, yes, some broad brush strokes; and no, we're going to have some detail. You'll also note from looking at Ms. Saarela's memorandum, she focused in the beginning of the memorandum of today which is Article

I, II, III; but also indicated that subsequent to today and as we talked initially, we're looking at about a six-month process for this, because, again, we have twenty-one articles in this chapter. And if we're taking groupings at a time, it will take us that amount of time moving through to get to the end so that we can do what we need to do with respect to looking at the ordinance as a whole and again, portion by portion.

The real focus areas as our City Attorney indicated are in the zoning districts themselves. Single family, multiple family, nonresidential, office, commercial, industrial, the various differentiations with commercial districts are different in downtown, out downtown, and other district requirements. Looking at those probably on an article by article basis, particular use type basis, and seeing if there are any issues as we go through it. And relating it back to the ability to implement the Master Plan that you just completed an update for. So, in any event, we'll go through and be as detailed as we need to, if there's no issues we'll move on and when we need a little more deeper dive, we'll do that. So, that's kind of where we're at, Mr. Chair, and again, I think what we'll do is turn back over to you, we can scroll through today Article I, we can get onto Article II, we can go through each one of those sections and ask if there's any issues and we'll have it up on screen and we'll move on in the time that we have.

Majoros stated I think that's fair. I think we all probably approached this perhaps a little bit differently, I've got a few things written down, I've got some that are tied to a specific article and some that are just philosophical questions, I probably assume all of us as well. So, allow me to turn it back over to you and we'll just go through the articles. As you noted, the first couple we can probably rip through, but there are some in here that will probably be a logical place to stop and say let's talk about horses.

Christiansen replied that would be actually Section 60 of Article II of Chapter 35. He went on to say your comments, too, if you have something you want to indicate to talk about, you have some questions, this is the time to do it, whether it might be specific to what we're on right now or if it's something in general. That way we have knowledge of it and we can talk about it. So let's move forward then, if that's okay, Mr. Chair.

So, Zoning Ordinance, Article I, Title and Purpose, I don't know that we have any issue with respect to our title and our purpose. What we're looking to achieve here is just moving forward with what we have right now, again, Title, there's some specificity in terms of conflicting regs, the vested rights section, the reservation section, these are just standard legal. And the reason we put reservation sections in, you see 35-5--35-220, that's as amendments come forward, there's enough room to put them there. So, that's that. So, again, Title and Purpose show title, purpose, conflicting regs, vested rights and reservations, that's that section.

City of Farmington Planning Commission

October 11, 2021

Page 10

Majoros stated I think we're good with Article I and Christiansen replied excellent, I think from a legal standpoint we're good.

Christiansen said let's go to Article 2, General Provisions. So, as we've just been talking about, the General Provisions are individual elements, items of activity, land use, whatever it might be in the community. So, as we look at these and we go through these, Lot Allocation, I don't know if there's any issue with that. And I'll turn that over to you, Mr. Chair, if there's any issue with that. And again, as we go forward, we can just roll and if anyone has a specific comment on a specific one, just please speak out.

Christiansen said Municipal Buildings and Uses, what that just talks about is specificity in terms of how municipal buildings and uses come about, they're pretty much established, anything new would follow the protocol outlined here. Principal Buildings, Structures and Uses, again, specificity regarding lots containing one building, principal use and structure, unless it's multiple family, pretty straightforward, I don't know of any issue with that.

Residential Development Regulations, this indicates the intent of the residential development regulations, approval required for residential construction, you have to have approval. And again, this is very stated language in many ordinances. Moving forward, there's standards for Planning Commission review and approval, you just did that. You just looked at the façade modifications and talked about elements thereof and made some conditions or identified some conditions in your motion and you're permitted to certainly do that.

And again, moving through this, talking about floor area, etc.; I'm not aware there's any issues with any of that, it's very standard, broad based, general, typical in most ordinances and we haven't had any issue.

Commissioner Kmetzo asked a question about Section A, is this limited to single family residential subdivision or would that also include multi-family?

Christiansen said let's go back up to where you're at, you went to A, what this is specifying is a relationship actually to the City's Master Plan, to the City's goals and objectives and its policies. What it's saying here is these regulations in the ordinance are based on a finding that the cohesiveness and character of the City's existing neighborhoods are significant and that's something in the long range plan that you are certainly mindful of it. And this ordinance provision basically reaffirms that. And contribute to the distinct character, various neighborhoods, retain property values, the purpose of these regulations are to ensure that housing units are harmonious. It talks about location of structures, etc, some consistency. It's really very broad based and it talks about here single family in the first sentence. So, housing developments in established neighborhoods including the Historic District. So, this is most specifically right here for

City of Farmington Planning Commission

October 11, 2021

Page 11

residential character in neighborhoods, single family. Again, very standard provision, there has not been any issue, you're very consistent with the current ordinance with the implementation of the Master Plan. I don't know if that answers your question.

Kmetzo replied not really and Christiansen said what is your question, this is the time to talk about it and Kmetzo said let's move on.

Christiansen stated again, the development standards here are with respect to single family, as it's written, and I would defer to Beth if she has any other comments, and it talks about construction of new residential drawings, subdivisions, this is really not aimed at multiple family, it's aimed at standards for single family and also that includes two-family dwellings as well, that's called attached single family as we refer to it. So that's what these are referring to. There are other portions in here that refer to multiple family and maybe that will help when we get to that. Again, these are just minimums, these are very general provisions, it refers to what floor areas and yard setbacks and garages and appearance, it just kind of affirms the fact that we have a focus on single family residential through our zoning ordinance which implements our Master Plan here in Farmington. It's a primary use type here in the City.

Commissioner Perrot asked about 35-23, Principal Building Uses and Structures, so it says no lot may contain more than one principal building, structure in use, excepting groups of multiple family dwellings or retail buildings or other groups of buildings contained within a single integrated complex, shared parking access signs, or similar features. This one made me think about the proposed development that came in front of us on Hawthorne Street on the east side, do you remember the gentleman came and it was kind of like a hodge podge property of buildings, they were all rentals, but they're not connected. So, does that conflict from the way this is written and Christiansen replied it deviates.

Christiansen went on to say if it's okay, Mr. Chair, I'm just going to respond as we go. As you might recall his application for three buildings which would have been three buildings with multiple units on a single family residential piece of property zoned R-1, was through a PUD process. So, he is looking for flexibility from this in part in order to realize what his proposal was which was for multiple family on a single family lot. So, there are sometimes, this ordinance covers so many things. There's flexibility that's allowed through the City's processing if certain findings are made and as we get to the PUD section, you're going to find that there are a significant number of tests if you will that have to then be made and things that have to be identified and a lot is permitted in the process. And the PUD process involves the various bodies and including in the end through development of a PUD Agreement through City Council, the legislative body. But, with that, if you look here what this says is no lot may contain more than one principal building structure or use, except again multifamily or retail. What that's really saying to

you is one single family home per lot, not more than one single family home per lot. Currently as this is written and in our definition section in the ordinance and you'll see the definition of family and all other sorts of elements related to this are within the definitions in the zoning ordinance, but that's what this is saying. I can tell you the things we're talking about, this is very interesting, that there is dialogue that has been had at the legislative level here in the state regarding looking at more variation on this. A lot of municipalities either to allow through a statutory process, through our own ordinance that follows the State statute, and/or if there is some legislative action that may even mandate it to allow for more than one single family home per lot in certain circumstances. Right now in single family subdivisions we allow for more than just single family residents, we allow for daycare of a certain size and there's a whole process there, we allow for rehab facilities, we allow for bed and breakfasts. We also don't restrict currently owner occupied versus for lease with single family homes. So, somebody buys a house where the owner that owns the home, they live in the house. Somebody buys a house; they own a home but they lease it out; that can happen because our ordinances don't restrict that right now and it's permissible. There's also an interest in use of single family homes in single family neighborhoods for air bnb and there's been dialogue about short term rentals which might be if somebody owns a single home and they want to go ahead and not just rent it to somebody for a long term, however that is, but they want to rent to rent it for a shorter time period. It is different than a bed and breakfast. They might look to use it as a place and advertise so that somebody can come and rent their air bnb scenario, they would generate income and it would be able to be used for such. We don't provide for that currently in our ordinance but there's been interest in that, I will tell you that. There's also interest in short term rentals. Somebody who might own a home and might look to rent out individual rooms for very short periods of time, whether it's a day, a week or a month. All that is being discussed and it's being discussed at the state level, Senate level, too, and I can ask Beth about that because she's aware of it, too, right now. So, as we're talking about this, currently this is what our ordinance says. It may need to be revisited at some point in time depending upon what happens. So currently one single family home per lot, that even precludes you from turning around and building a small sub dwelling on it right now, I'll refer to it as a mother in law's quarters, that's an industry identification term. You can't even take your garage and convert it to a living space if it's a detached garage because you end up with two different living type facilities. If it's attached, it's different, because then it's part of the principal structure.

Crutcher stated accessory dwelling is used and Christiansen stated that is more the current term but that's what it used to be call for purposes of discussion, not disrespect. Anyways, so that's this, information. As we move on, we go past the Residential Development Regulations, we'll get to these next sections and again, some specificity here. Adult and child care facility, this is very broad based here and there's more detail in other portions of the ordinance but this follows State law with respect to how adult and child care facilities are cited. Permitted uses in districts, special land uses, the type, the

size, the capacity, licensure that's required, and we haven't been having any issues. We have them throughout the community, we have them in residential districts at a certain scale. A small day care, a small group day care, adult day care, foster care, etc., all following requirements. If there was any concern, we'd certainly make you aware of that and then you look at beyond a typical, acceptable and by Statute and in our ordinance, within residential districts, then they become commercial and they become commercial day care facilities.

Perrot asked how does the COP properties that are around Farmington, how are they classified and Christiansen replied they're the small groups, small individual single family if they happen to be there and somebody happens to be in the unit. If it's major, and again, it's a whole size breakdown; there's a 1-6, there's 7-12, there's 12-20 and beyond, it's all broken down and there's all sorts of requirements. So, again, we're not having any issues, anything that's been brought to our attention. Again, here, look at the adult foster care congregate facility more than twenty, well, that's a commercial use. If you look at the first column here, the first column is all the residential zoning districts, the single family, MP is not permitted because it's a commercial level use. But if you go to the other districts, Office and Commercial and Industrial, then it is permitted and/or a Special Land Use, and again, there's a whole variety here. But there hasn't been anything that's come up of any concern with any of this and there's some standards in here with respect to operations, everything from parking to how it operates and the number of hours per day, again, these regulations have been in this ordinance for quite a while and they have not been of issue that I'm aware of in any way, shape or form. I don't know if Beth is aware, there hasn't been anything here.

Attorney Saarela stated I think the last major amendment to the zoning was in 2006 and I think there may be some stuff pending right now, I'd have to look at it.

Christiansen replied and again, as Beth alluded to, she mentioned statute. Our ordinance has to be in step with State statutes, State requirements. When there are changes statutorily, we bring those forward as is necessary and there hasn't been a lot, but there's stuff pending, that's why I mentioned air bnb and short term, there's nothing here with respect to day care that I'm aware of. And again, these are the standards. Home occupation, again, I think most of us know what a home occupation is, somebody who is operating a business out of a house. They're not allowed to go ahead and put any advertising, you can't put a sign out front in your yard, you can't put a sign on your house, you can't manufacture anything. But you can do business type activities and have that home occupation, let's say you're giving piano lessons or you're doing something else, maybe babysit or whatever else it might be. Again, as long as it doesn't change the character of the home, and it doesn't change the character or negatively impact the neighborhood, and there's some more standards here for home occupation. And you can't have more than one employee, so there's limitations that keep things in scale. I will

City of Farmington Planning Commission

October 11, 2021

Page 14

tell you there's discussion regarding home occupation and expansion of how they function, particularly in light of people more now working out of their home. So there might be some in the future need for consideration about how people are working, they're not going to an office but they're working out of the house and they may need to have more than just themselves there and maybe they need to do some manufacturing. Anyways, that's what this is, there's nothing right now, but that's just for your information.

Crutcher asked you mentioned there was no manufacturing allowed and Christiansen replied you can't produce and Crutcher asked where it states that and commented that it doesn't state that, but that they can't make noise.

Christiansen replied there is limitations and there's case law, too, but what it says in "A", there shall be no sale of products or service on the premises where a home occupation is located except those that are produced, used, or incidental to the normal, so that's where that comes into play right there in that first section.

Majoros said a general comment, Mr. Christiansen, the types of things that you've noted, I had written down. Have the graphics changed, work patterns changed, air bnb, rentals, work from home, there's a lot of reality of how life will be different here. It seems as though the standards and things that we have read, regardless of what may happen at the State level and things like that, the Statutes and the things that we have, I don't want to say protect us, and not that protect means that they're bad per se, but there are safeguards or measures or things in place that preclude things like air bnb daily rental during Founder's Festival or working from your home where some manufacturing may take place, etc., the things that we've got written are at a position where those sorts of things would not be allowed; is that fair?

Christiansen replied that's absolutely correct. And again, these are just provisions following Statutory provisions and also case law, so they're in compliance but they really most importantly follow the City's plans, objectives, goals and objectives, policies. And you'll note that most of the Zoning Ordinance, and in this portion right now, if you look above right now, Temporary Building Structures and Uses, you see ordinance number and a reference to an ordinance in 2010. This Zoning Ordinance had an update in 2010, that you might have because the City's Master Plan was updated in '09 at the time and changes were brought into the fold and that's what they're doing now. But there's not a lot of change in these areas currently but there's some movement. So, yes, the Zoning Ordinance provisions implement the Master Plan but they also follow the City's goals, objectives, and policies and do serve to protect the interests of the community.

Christiansen said Temporary Buildings and Structures and Uses, this is really specific. You know, there's a lot of temporary activity interests and this kind of lays out the overview of temporary buildings, structures, uses and events and how that happens. So this is

more specific in zoning districts and throughout the Zoning Ordinance. We're not finding any need to change anything in here right now, nothing has really been brought that is of issue but you'll note it talks about buildings, it talks about structures, it talks about other elements in here. No temporary building or structure shall be used as a rental unit, so you can't turn around and park a trailer in the driveway and live in it, so these kinds of things. And then it talks about trailers, too, ironically, and how that all comes about. The uses and activities and special events and we have a lot of specificity as to how that happens and how that's approved. So there hasn't been any issue, I don't know if any of the Commissioners have any questions or issues about that. As we go on, nonresidential, residential uses and again, in Farmington, we, as a community, have a focus on our single family residential development and our neighborhoods and that's our primary use type. Of course we're very diverse because we have nonresidential uses throughout the community but single family has really been a focus in our plans and in our development pattern and in our implementation tool. But again, very diverse, we have all the other uses as well that we're talking about. so this is just a combination of what's on or not allowed to be on. Determination of Similar Uses, again, that's just some specificity in terms of how the uses must comply with standards. Essential Public Services, of course, the City's operations, primary elements thereof, Public Safety, Police and Fire and of course essential public services, water, sewer, roads and the like. And that just talks about this here and about how that comes about and there's a lot of focus on how these kind of services are provided and how they come about. but this is our provision paragraph that talks about compliance. Electrical Distribution and the Service Lines, there's a lot of talk about that right now, this is just one paragraph that says we follow the State guidelines and the State codes and know that the service providers are under the Public Service Commission and they operate through the State but there's a lot of discussion right now, particularly regarding electrical and utility services and this kind of indicates here that currently the electrical distribution system for new residential developments shall be placed underground, it's in our Zoning Ordinance. Now, can we go back and retro thirty or forty or fifty and sixty years ago, that's a challenge to itself but I just wanted to mention that. Voting Place, River Valley Overlay District, interesting there's an overlay district that's in the Zoning Ordinance that talks about the River Valley, it's designated, it's on our Zoning Map, it refers back to flood insurance rate map, from that study back in the '80s and it just talks about the ability of to build or not to build in flood zones and for the most part you can't, storm water management, and then that has some specificity here. Illegal Dwellings, there's no issue there that we're having right now. Commercial Vehicle Parking and Storage, this is specific to parking in neighborhoods. We have very detailed provisions here about not allowing commercial vehicles to be parked in our neighborhoods and that's a character issue and it's also an operation and function issue. So we have a very active enforcement on that and do that as we're made aware as a community through our Code Enforcement, and again, these are the rules, there's a specificity here. We haven't had any call for anything in addition to this, but this is where the ordinance provisions are in the Zoning Ordinance in this

General Provisions section. Well, you can't become an auto repair shop in your driveway and so this is specific to that, no issues there, you can certainly do some work but it's for a limited duration. Recreational Vehicles and Equipment, Parking and Storage, this is commercial, it's specific to recreational vehicles. You know that if you're going to have a recreational vehicle, a motor home or a trailer or a boat or the like, they can be at residential properties but they have to be in the rear yard and behind the house and then these are other requirements here and how they're parked, etc., so that's specific to residential zoning districts.

Majoros stated if we're done with that section, I'd like to just bring up rear yard storage. It's something you don't see a lot of, but it was on my list of things that as you read a lot about people fundamentally changing their vacation habits or recreation habits, etc., I'm not sure if you asked all 10,000 residents of Farmington that they would know at any moment someone could put a 32-foot trailer in their backyard right next to their house in the backyard.

Crutcher said I have one and Majoros replied you may have considered that but your neighbor might not have considered the fact that that would be his backyard view. Crutcher continued specifically pertaining to that because of the requirement it has to be in the rear yard, in my particular house, my driveway and the door to the garage are in my front yard, and the only way to put my motor home in the backyard is to drive on my grass or my neighbor's grass. I actually considered using my neighbor's driveway to get into my backyard. One thing that isn't clear on this part, if you do pull it into the backyard, it doesn't mention how it should be parked. So, per the ordinance, I could pull my motor home through my neighbor's backyard through his driveway into my backyard and park it on the grass, which I think is something we probably should address.

Chairperson Majoros said I think everybody probably has their own opinion, but my personal opinion that as you spend more and more time outside, more and more it's the way things are going to happen that if and I'm not casting an opinion on people's recreation habits, I'm not sure that this is a code or something that takes place in other cities, I don't know if it's approved, not approved, if we're similar to everybody else, I just think it's something that we bring up as more and more people are more and more investing in their homes and outdoor spaces, so that's just my personal.

Christiansen responded and we'll make note of that, if I'm understanding correctly, there's some concern about the allowance in general at all. Majoros replied I think it's a bigger picture question about do we feel that having something up to 32-feet that could sit there for years in the backyard, and you could be sitting in your backyard constantly looking at a motor home or a large bike or whatever. Christiansen said I can tell you we have those circumstances and Majoros replied I know we do, and if something like this would come to fruition obviously, we'd try to grandfather people in or whatever, but it's just something

that as we think about the character of the neighborhood and the use of what we're doing, it sounds like you have one and I didn't know that, but you're probably storing yours somewhere offsite. Now, with the unique layout of your residence, I think it's a logical question and if I'm the only one then I'll shut up.

Director Christiansen stated what Mr. Crutcher is referring to is accessibility and you know this section here is specific to an individual property owner and their individual activity here as it relates to recreational vehicle storage. Now, if you need to have some assistance with how you access that, that would be something that the homeowner would have to coordinate with his neighbor. There are some that don't have that and they can't do it because they don't have the ability to access their rear yard. We'll make note of this, certainly there is more and more use of these kind of things, too, so good points, we'll make note of it, but these are the provisions currently, again, we're not having a lot of issue. Again, it's a routine item, we know we get these every season, you know, you get an upswell when people are ready to bring their equipment to their property and get ready to use it for the season. And then the season happens and then when they are ready to clean it up and put it away, some of this has to be addressed again, we get circumstances from a Code perspective and that's pretty much annually. The next section, Projections into Yards, this just talks about architectural features, architectural elements of structures and their projections into yards. So, for example, things like bay windows and chimneys and other elements, those architectural elements, gutters and anything else that would be considered as such can project into yards so there's a certain dimension that can happen. Then it talks about unenclosed stairs and their projections. For example, front porch steps, stoops, things like that, not covered porches, but those kind of elements. And that's just then an ordinance requirement that provides for that. Awnings and Canopies, we've been through this before as recently as commercial awnings, there's a section here, there's another reference in the Commercial District, as to awnings and canopies and how they are permitted and what they're allowed to do in terms of their area of where they can be located and how they can project and what they can have on them, signage and lighting, so that's this section of the ordinance. Decks and Patios talks about uncovered, enclosed deck patios, terraces, that are limited in elevation and their setbacks, anything that's above a certain height from grade, so more than flat work or more than grade level does require adherence to setback and that requires building permits, etc., and that's specified here. Exceptions to Height Limitation, again, there's compliances required, there is some deviation for certain types of structures and facilities, but those structures and facilities, particularly rooftop equipment, etc., there's requirements for screening from residential areas.

Commissioner Waun asked if they could go back to 35-41, Item No. 3, any thought on adjusting this? I see a number of backyards where they might have a 10 by 10 patio and they have gone to Costco and got one of those tents, they look very nice, it's a structure with a metal roof but it exceeds what we're saying here.

Christiansen replied we haven't had any issue really with anybody taking exception to it, I certainly would make you aware of it but you're allowed to have covered canopies, screens, within a certain percentage. So, it can't be a deck out there and you have 100% coverage and then it becomes permanent because now you're beyond what this provision allows you to do. So, within this limitation you're okay, if it's more than that then we have a Code issue but we haven't had many issues to date. Again, we were talking about the height limit, there's just a little bit of deviation with certain elements, we haven't had any issue. Accessory Buildings and Structures, you know that accessory buildings and structures, particularly for residential, are permitted in rear yards. You might have garages, detached garages, you might have sheds, you might have other structures, those that are shed or garages have Code requirements. They have footings, foundations, rat walls, other elements to be Code compliant with construction, there's setback requirements, there's also percentage of lot coverage, there's number of accessory buildings and that all follows our Construction Code as well. Moving on, we have residential districts what I just talked about, we've got specific requirements. Pedestrian Walkways, this just identifies walkways, sidewalks to buildings that they're required for entrances, they shall be a certain size, they shall be lighted, distinguished from parking areas. Again, residential is one thing and that's through the residential building permit for all that flat work. When it comes to commercial, you're looking at that as a Commission on site plan. The section Reception Antenna Facilities, you know there was a time when we had the big antennas and we had a big old satellite dish. Technology has changed a lot but that's what these provisions are and again, there's specificity in terms of types and location and mounting, ground, roof, and how all that happens and we follow our Building Code application. Roof Mounted Cellular Towers and Antennas, when it comes to commercial districts, there's very specific requirements. When it comes to things like cell towers, there's all sorts of regulations that are required to be followed and they are. I will tell you that the industry is changing, though, because you used to see co-location on tower structures. Now we're starting to see a single antenna location because the technology has changed, on telephone poles in downtown. So, we're seeing some of that here but that all requires coordination with the community because most of the time that's in public rights-of-way and that's going on right now. Exterior Lighting, has to be shielded down, the intent of these, these are all very specific, and you know that we look at this when it comes to commercial, all the nonresidential site plans and the requirements for lighting, a lot of times you'll look at doing a photometric study to understand and keep lighting shielded so it doesn't spill over and result in a negative impact on adjacent properties. So, that's all here. How about neon tubing, you're not allowed to use that type of tubing. The only way is with application and consideration and approval by the Planning Commission and that's in accordance with this requirement here. Fences, interesting. I say that because in the last year and a half with the impact of the Covid pandemic, people at home more, people working from home, spending more time at home, there's been quite an increase in fence permits requested in the City of

Farmington and that we have issued. These are the fence requirements, it talks about size, location, type. We don't have any issue with this but I'm just mentioning that to you because it's interesting and the dynamic of what's been taking place with this particular element.

Waun stated this seems very restrictive to me under H1 and the corner lot and Christiansen replied corner lots are unique because corner lots are usually considered lots that have two front yards. So, if you have a front yard, and fences aren't allowed in the front yard, wherever the address is, the address street, that's going to be identified as the front yard. Whatever is the side yard, the side street yard on a corner lot, that's also for the purposes of fencing, considered a front yard if there are homes up and down the block that it is their front yard. So, for example, if you have a corner lot that faces to the interior to a street and then that street continues and everybody faces that way, including the corner lot, and then on the side street, the corner, that corner lot has its side yard there but all the other lots down the block have that as their front yard, that's what this provision is referring to, to achieve some consistency and so you don't have fencing out front of all the other homes that are adjacent to it. So, case by case basis, that's not an uncommon situation where you have neighborhoods and corner lots and you have streets with the configuration of 90 degrees in angle, so that's what that provision is referring to. And you see it steps down, too, there's some allowance for it but you have to bring it down, there's a 4-foot height limitation for those corners on that side. Private Roads, it just talks about private roads. Most of our roads in the City are public roads so that they're able to be maintained by the City as public roads and get the level of maintenance necessary. Private roads typically will have then the responsibility of the private road owner and/or owners and usually there is some level of agreement, a use agreement and a maintenance agreement, but we don't have a lot of them, we do have some. Waste Receptacles and Enclosures, this is going to refer to dumpsters, compactors, and you know through your site plan efforts and everything we try to do here, to keep your dumpster in your enclosure. We do have a lot of locations over time, over development, where we don't have enclosures, that's a challenge for us so we have to stay on that as best as possible. But all that's grandfathered; anything new now follows our current requirements. Mechanical Equipment, we talked about that, roof mounted screening. There's a lot of nonconformity that is grandfathered with older, but anything new needs to be screened. The Nonresidential Design Requirements, again, this is all part of site plan, you get all of this, this is nothing that we're looking at needing to change. Preservation of Historical Structures within Nonresidential Districts, this refers to those historical structures that are identified as such that are in nonresidential districts. Our Historic District in Farmington created in the mid '70s and then Historical Commission at that same time looked at the Historic District and our Historic District is residential; however we do have historic building structures on the outside. So, we do look at those uniquely on a case by case basis with anything that needs to be looked at and that's this provision here.

Perrot asked if The Winery would fall into that category and Christiansen replied again, there's different levels of what's considered historic; whether it has a National Register identification or it has a State designation or it might be a historic structure that has some value to the community. And in our planning, our Master Plan, we identified that we want to make sure that the character of those structures and facilities are identified and looked at. So, all of those kind of things that yes, as you were just mentioning. Let's just look at the downtown right now. The Farmington States Savings Bank and all the work there and you looked at site plans and you were being very mindful in looking at 100 year old bank building's repurpose and how to achieve that but bringing into it contemporary current materials and how does that all blend together. How about the Civic Theater, how about the Masonic Lodge and there's been a lot of discussion about The Winery, those are examples. And as we continue to move along, Fees in Escrow for Professional Services, well, you know what, there's a lot of service that we provide and it requires a lot of time and sometimes it requires you to use outside services, contracted services, there has to be provision for that and that's what this does here so we're very focused on that. Intersection Visibility, this is very standard. You can't have fences, walls, that obscure vision, that's why there's limitations on location, on heights, size. This example here, the Intersection Visibility, it's called the corner clearance requirement. So, that's what this is about, pretty standard, Street Access and Frontage. Now we're talking about in 35-58 Domesticated Animals. This is something that was talked about a while ago. You may recall, oh, gosh, it must be probably in the neighborhood of 10 plus years ago now, there was discussion about non domesticated animals, exotic, unique animals. There was discussion about Keeping of Horses, there was discussion of keeping of chickens and Council at the time withdrew all of that and kept these regulations in place. And so that was from about that time and you see the 2012, so that was ten years ago almost. So, there were some changes at that time. I think the Keeping of Horses was also either modified and/or affirmed at the same time, 2012. So, there hasn't been anything else that's really been brought forth regarding animals, keeping of animals, since that time but that's what that provision is.

So, those are the General Provisions in the ordinance, pretty significant because there's a lot of different areas of focus, a lot of different elements that are part of that. But again, these have been in place for quite a long time, if there is any concern and as we continue to go on, we can always revisit or certainly share that and put the comments made in the minutes from this meeting.

Moving on, the final article today that we wanted to look at was the Zoning Districts in General, and before we get into specific zoning districts which we'll look to do at the next meeting, and we'll take a look at that before we're done here today. The Zoning Districts in General, this is the list of established zoning districts in the City of Farmington. There are ten residential districts, different types. And they're based upon the type of

development within those districts, whether it's detached single family and you'll see in the single family districts you have an R-1, 1-A, B, C or D, that all refers to scale, size of the lot, width of lot and usually the permitted buildable area, setbacks, the lot coverage, and that determines density. And so you'll see, if you look at the regulations within each one of those districts, 1A, 1B, 1C, 1D, that it's a sliding scale. 1A is the smallest district, 70-foot minimum lot width and 8,500 square feet minimum lot area, those are our smallest residential lots. By the time we get up to R-1D, those are more spacious lots, they have bigger lot sizes, they're wider lots and you see those in places like Chatham Hills, R-1D. And you see the smaller lots more concentrated around the City Center, pretty typical. Then we go on, multiple family, two, multiple townhouse, single family cluster and so those are the ten. Office, Office Service, different types of office, CBD, Central Business District, Commercial District, C-2, Community, our General C-3, and then Industrial. So, we're going to look at each one of these districts as we go forward, this is the list of them here, the Zoning Map which is available online. We have copies of the Zoning Map that identifies the district locations throughout the community. Interpretation of Zoning District Boundaries, that rests by statute and in accordance with our City Zoning Ordinance, Article 18, the Zoning Board of Appeals. So, if anybody has a question, I don't agree, how did that get zoned, they can go ahead and approach the Zoning Board of Appeals and/or with interpretation of the boundaries. Zoning of Vacated Public Rights of Way, are public for the most part and they are not zoned. But what it is saying here is the use of them being consistent with the adjacent property and how it is zoned. So, you know, public streets providing access to neighborhoods through subdivisions and residential areas. So, that's what we wanted to do tonight, Mr. Chair, if there's any other questions on these three articles, I'll be happy to answer them. I think as City Attorney Saarela and I have discussed, we will look at in our next meeting in November to move forward with having a detailed look at Article 4, our single family residential provisions, as they relate to the implementation of our current Master Plan.

Chairperson Majoros thanked Christiansen and stated that's a lot of good knowledge there and we were able to bring some questions up for clarity. I'll just open the floor for Commissioners for other comments or questions or clarifications. Hearing none, Majoros said one more thing I was thinking about as times change, these whole home generators, you know, a permanent like an air conditioner, how are we on placement of those? I was just thinking about one, is that side yard, does it have to be a backyard, does it have to be placed in the way back, are there provisions --- I'm assuming just like more fences, there's probably more of those things being considered and I think we're protected there as well.

Christiansen replied that's a great question and yes, they are protected or there are specific requirements for location, there are Code requirements for permitting and for operation, they're treated like exterior appliances. They're treated like air conditioning

units on the exterior of single family homes. There's a requirement for how they're placed, where they're placed, what they're placed on and how they operate.

Crutcher asked if solar panels were addressed in the ordinance and Christiansen replied there's a change in the interest and the use of energy facilities, appliances and equipment. So, solar panels, and we're starting to get into this because people are starting to come forward with applications to place solar panels in yards and on structures. And so we need to make note of this, it's a great point that you're making, Commissioner Crutcher, because we're starting to get interest. And there's currently Code requirements for it and we're following those and there isn't any specificity in terms of prohibition of anything specific at this point because it hasn't come to life. We haven't had an interest or any sort of application to move forward, building permit, to put any of that kind of equipment in an area that would deviate from everything else that we currently have but it's possible.

Majoros asked if that was something we missed in the articles and Christiansen replied I think we have it as a note when we talk about the single family residential requirements in general, let's be mindful of it. Christiansen said there's some interest because people are looking to optimize locations to generate the best function, right, so putting it in your front yard out in front. Majoros said it's like one person may be all for it and another person says I just built an outdoor patio and I don't want to look at an array of solar panels next door, that's not what I'm interested in.

Majoros thanked Christiansen again and stated I think we'll follow this protocol at the next meeting as we go through.

UPDATE – CURRENT DEVELOPMENT PROJECTS

Chairperson Majoros introduced this item and turned it over to Director Christiansen.

Christiansen stated there's activity north, south, east, west, all through in and out and about the town. So, developments you've had a hand in reviewing and acting on and approving have continued to move forward. I can tell you that basements are poured on three new homes and we're getting ready for the decking to start and the construction to start taking place at Liberty Hills and that's really great. You might note up at Liberty Hill, too, that the sidewalk along Ten Mile was put in and landscaping, site landscaping was just put in, so that's really great for that and the fourteen new homes there. And we mentioned the State Savings Bank, that's coming along trying to continue to make progress. We're in early, mid-October now and everything that they are engaged with in doing and going on. The gas station at Nine Mile is really moving along pretty good, they have their landscaping in, the signage and everything else up, so they're moving forward as quick as they can. I mentioned a couple other businesses today. We talked earlier about World Wide but we talked about Panera, there's plans being submitted for

repurpose there, for commercial use, for restaurant use. It hasn't moved any further farther other than the initial engagement right now, I'm not sure if there's going to be any engagement with the Planning Commission. We have the same thing at the Nine Mile and Farmington TCF Bank location which is vacant. We have a commercial use interested there right now; it's a restaurant use which potentially will have to come before you if their interest plays out which might include a drive-thru facility. So, be mindful of that moving forward. You can see through the green screening and fencing that Krazy Crab, the addition that you approved, the footings, foundation is in, and we were waiting for materials to be delivered and they got delivered today, the storm water materials that are placed in the back right now, that was today I actually saw the delivery semi and flatbed pulling away after that was done today. So, that addition is moving forward. A number of other things going on, you might see some re-occupancy, re-tenanting of some vacant space with new uses and that's been going on throughout the community. You might note down at where Hills Tae Kwon Doe was at next to Echo Cleaners, there's a new business in there now, that was a change of occupancy business. Hills didn't leave, they moved down to Drakehire Plaza and went into where one time Fresh Approach was there and then Orangeleaf was there and now it's Hills Tae Kwon Doe, so we're seeing a lot of that, too, so some re-tenanting of space which is very positive. And of course, Dearborn Music, and what's going on downtown and absolutely the continuing movement forward with working with the developer that was selected by City Council for the Maxfield Training Center, Robertson Brothers Homes, and all of their due diligence in preparation for moving forward with the development and the PUD process which will certainly come to you. So, that's kind of what's going on.

Chairperson Majoros thanked Christiansen for the update.

PUBLIC COMMENT

Kat Rice, 31972 Lamar Drive, came to the podium and introduced herself and talked about her son Brian and his achievements in snowboarding.

Brian Ellis, 38859 Holingbrook, commented on breeds of dogs allowed in the City.

PLANNING COMMISSION COMMENT

None heard.

ADJOURNMENT

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

The meeting was adjourned at 9:00 p.m.

Respectfully submitted,

Secretary

Farmington Community Library Board of Trustees
Regular Meeting – 7:00 p.m.
November 11, 2021 **Draft**

Board Members Present: Hahn, Kelly, Stryd, Duron-Willner, Murphy, White, McClellan, Brown

Board Members Absent: None

Staff Members Present: Siegrist, Peterson, Wrench, McCormick, Showich-Gallup

Staff Members Absent: None

Call to Order at 6:07 PM

President Duron-Willner: recognition of Veterans Day

Approval of Agenda MOTION by Kelly to approve the Agenda for the November 11, 2021 Board meeting was supported by Brown.

Vote: Aye: All in favor

Opposed: None

Motion passed.

APPROVAL OF MINUTES

MOTION by White to approve the Minutes of the Regular Board Meeting on October 14, 2021 was supported by Stryd.

Vote: Aye: All in favor

Opposed: None

Motion passed.

Treasurer's Report

Plante Moran - Suggested Budget Amendment for First Quarter, FY 2021-22: increase revenue by \$55,125 and increase expenditures by \$243,925.

Operating Bills

MOTION by McMillan that the Board of Trustees approve October 2021 operating bills totaling \$381,935.56 was supported by Kelly.

Vote: Aye: All in favor

Opposed: None

Motion passed.

MOTION by Stryd to receive and file the financial report was supported by Brown.

Vote: Aye: All in favor

Opposed: None

Motion passed.

MOTION by Brown to approve the suggested FY 2021-22 budget amendments of increasing revenue by \$55,125 and expenditures by \$243,925 was supported by Stryd.

Vote: Aye: All in favor

Opposed: None

Motion passed.

Friends Report

- Friends have allocated \$80,000 to accommodate staff requests, mostly for programming.
- Friends will continue to support mobile hotspots.
- Mailer will be going out to members.
- Junior Friends (children in grades K-5) met for the first time.
- The September book sale hit pre-pandemic sales levels.
- High school students may earn service hours as Friends volunteers.

Interim Director's Report

- Vega Discover being added to Polaris catalog. One of first libraries in Michigan or even US to do this. Should improve catalog experience for patrons.
- Expect to hear more about Equity and Equality in FCL services. K. Sexton and K. Siegrist attended TLN forum.
- Several staff participating in FPS 21 Day Equity Challenge.
- MLK Day in-person walk on Twelve Mile will return in 2022; other pieces will be mix of in-person and virtual. FPS student panel will return.
- Annual Staff Day (occurred Nov. 11) - speaker from FPS addressed trauma, what it is and its impact. New staff recognized. Common goals - boosting circulation, staff training, ways to connect - discussed. D. Wrench addressed staff.
- M. Showich-Gallup attended Coffee with FPS Superintendent. K. Sexton volunteered to serve on FPS Strategic Planning / Effective Management of Resources Committee.
- Grants - FCL will benefit from ARPA (Library Rescue Plan Act) indirectly through sharing in TLN award. M. Showich-Gallup and K. Sexton awarded grants to attend Public Library Association Conference in March, 2022. M. Showich-Gallup: grant in conjunction with FFH Foundation for Youth and Families and Kickstart to create path from Liberty Street to Riley Pavilion.
- Next hire: Marketing
- State Aid Report ready to be sent
- Oxford Township proposed \$9.1 millage for expansion; it was fought by a super PAC. Proposal was defeated.

Facilities Report

- Elevators at Twelve Mile back or close to being back in operation; estimate sought for work at Liberty Street.
- Chiller replacement under way. Controls will be upgraded from pneumatic to digital.
- Power surges are damaging equipment. Motor for air handling unit burned out; replacement was done for \$8900. Difficult to get any money from DTE to cover damages.
- Per FHFD, the large fire door that drops from ceiling at Twelve Mile may no longer be necessary, due to other measure that have been taken in building.
- Bid process for Space Utilization Study is under way.

Sub-Committee Updates

Strategic Planning Committee - Ad-hoc committee formed to determine how the next strategic plan will be developed, and what timeline will be. Will bring recommendations to board. Kelly will chair with Stryd and White.

Personnel Committee - chaired by McClellan, will also include Murphy, Brown, with Duron-Willner as ex officio member.

Unfinished Business

None

New Business

Finance Committee to form; Brown to chair with Hahn, McClellan, Duron-Willner (ex officio).

MOTION by White to approve 2022 Holiday Schedule as presented supported by Hahn.

Vote: Aye: McClellan, Kelly, Stryd, White, Murphy, Hahn

Opposed: Duron-Willner, Brown

Motion passed.

Discussion: Majority of staff had voted to ask for Tuesday, July 5 off and to work Saturday, July 2. Is it better to close on Saturday or Tuesday, for community? Presented schedule has closing on Tuesday, so Library would close July 3, 4, 5, Sunday, Monday, Tuesday.

Discussion: should Library close on Juneteenth? Probably better to remain open, provide programming. Juneteenth falls on Sunday in 2022.

Trustee Comments

Duron-Willner: Statement from President, Vice President

Include statement?

White: Good that board offices are rotating. As I step away from three years of presidency, I wish to thank community for the depth of care about the library, especially in last three years. Thank you also to staff.

Correspondence:

One message, anonymous, re: updating contact information on the website

Public Comment:

MB Perrot - Please consider livestreaming meetings now that you are back in person. Use microphone.

M. Shereda - This (FCL) is an important place. Take care of it. Use Zoom to allow public to attend in-person meetings for equity and inclusion.

M. Showich-Gallup - statement from president, vice-president was super important. Put statement on website.

Adjournment

MOTION by Kelly to adjourn. Duron-Willner declare

MEETING MINUTES
FARMINGTON AREA ARTS COMMISSION
DATE: October 14, 2021 – 6:30 PM
LOCATION: THE HAWK, BLACKBOX THEATRE
29995 TWELVE MILE ROAD, FARMINGTON HILLS, MI 48334

CALLED TO ORDER BY: Lesa Ferencz AT: 6:35 pm

MEMBERS PRESENT: Cheryl Blau, Farmington, MI
Jeff Dutka, Farmington Hills, MI
Lesa Ferencz, Farmington Hills, MI
Lindsay Janoch, Farmington Hills, MI
Celeste McDermott, Farmington Hills, MI
Claire Perko, Farmington, MI

MEMBERS ABSENT: Cindy Carleton, Sean Deason, Joy Gradin, Ted Hadfield

OTHERS PRESENT: Rachel Timlin, Cultural Arts Supervisor/Staff Liaison
Maria Taylor, Farmington City Council Liaison

APPROVAL OF AGENDA:

Motion by FERENCZ support by JANOCH to approve the agenda as submitted.

Roll Call Vote:

Yeas: BLAU, DUTKA, FERENCZ, JANOCH, McDERMOTT, PERKO

Nays: NONE

Absent: CARLETON, DEASON, GRADIN, HADFIELD

Abstentions: NONE

Motion Carried: 6-0

APPROVAL OF MINUTES from: September 9, 2021

Motion by FERENCZ support by McDERMOTT to approve minutes as submitted.

Roll Call Vote:

Yeas: BLAU, DUTKA, FERENCZ, JANOCH, McDERMOTT, PERKO

Nays: NONE

Absent: CARLETON, DEASON, GRADIN, HADFIELD

Abstentions: NONE

Motion Carried: 6-0

PUBLIC COMMENTS: NONE

CULTURAL ARTS DIVISION REPORT: Given by Rachel Timlin

EXHIBITS

Public Art Program: 75 people applied for the Public Art Program. Selections will be made next week.

November 15 & 16 Artwork from the 2019-2021 cycle will be picked up by artists.

December 9 & 10, NEW accepted artwork for the 2022-2023 cycle will be delivered.

January 14, 2022, 7-9 pm - Art Opening Reception

Michigan Makers Market at The Hawk THIS SATURDAY! 10 am – 4 pm. We accepted 58 artists and had many more requests to participate after our application deadline.

Tour of the Makerspace during the Makers Market.

BLACKBOX, LESSON STUDIO, PERFORMANCE STUDIO

PERFORMING ARTS

Over 200 kids participating in youth theatre this season! Descendants Jr. and Mamma Mia.

Descendants Jr performs Nov 18-21, Mamma Mia December 2-5. Tickets on sale now.

Dance program at The Hawk is growing. New ballet teacher Lisa Stackpoole has worked with Ballet Renaissance (The company that was housed inside the Detroit Opera House). She brings a wealth of knowledge and is great with the littles.

Concert Series: Both Stars in the Park and our regular concert series scheduled. Great line up of acts!

VISUAL ARTS

- Still building awareness and momentum for new classes at the Hawk.
- This first session of the Fall Term:
 - **16 classes are running**
 - 9 workshops are running.
 - **157 registrations**
 - We are learning that one-day workshops are becoming more popular!

Makerspace

- More and more equipment up and running.
 - Expecting to have ShopBot demonstrating at the Makers Market.
 - Giving tours during the event and drawing attention to the classes starting in January.
 - More classes to be added!
 - In addition to continuing to use the in-house equipment to further build out the space, the makerspace staff has also begun fabricating necessary furniture for the ceramics studio.

PUBLIC ART COMMITTEE REPORT

Mural Committee shared Mural Project developments including City of FH Planning Commission definitions of “mural” vs “sign” and rules that currently restrict murals in FH. Discussed possibility of Arts Commission partnering somehow with City Planning Commissions in both cities to further define “mural” vs “sign” criteria as well as potential collaboration in determining which murals get approved.

COMMISSION FOCUSED PROJECTS

Farmington City Hall Art: Farmington City Council Liaison Maria Taylor reports that the Farmington City Council is eager to have new art displayed at City Hall; all City Manager Dave Murphy needs is for us to bring him the art and he will arrange to have it hung. Cheryl will measure the spaces with Kevin Christiansen next week and will bring both these

measurements and photos of these spaces to our November meeting. Rachel will bring the binder of Public Art artist entries for FH City Hall to our November meeting.

Grand River Corridor Vacant Storefront Art: Lindsay will ask Kickstart about their potential involvement in this project either with some initial funding for a specific project or by writing grants for additional seed money for this initiative. Maria suggests we ask the Grand River Corridor Improvement Project Committee for funding for one initial project. DDA may be able to assist, as well. Vacant building owners may be willing to contribute funds, as well. Next steps: Cheryl to take photos of RadioShack building so that we can brainstorm ideas together at next month's Arts Commission meeting and hatch a tentative plan that we can then present to its building owner, DDA, Grand River Corridor Improvement Project Committee, and Kickstart.

Hawk Tree Update: Despite delays caused by COVID and other technical difficulties, we hope to complete this project by spring.

COMMISSIONERS' COMMENTS

Claire Perko: Grand Raven Festival and 3 related art installations in downtown Farmington this month.

Lindsay Janoch: Kickstart Gallery received a grant to take photographs of Farmington residents and chronicle their stories. Kickstart is currently filled with works of art created by various artists around the theme of "Emerging from COVID".

LIAISON'S COMMENTS

Farmington City Council member Maria Taylor shared her comments during our discussion of Farmington City Hall Art and Grand River Corridor Vacant Storefront Art earlier in this meeting (see notes directly above).

NEXT MEETING DATE: November 11, 2021 from 6:30-8:30 pm

ADJOURNMENT

Ajourned by: FERENCZ

Time: 8:17 pm

Minutes drafted by: Cheryl Blau

Meeting Minutes

COMMISSION ON CHILDREN, YOUTH and FAMILIES
FARMINGTON/FARMINGTON HILLS

October 7, 2021

THE HAWK, FARMINGTON HILLS COMMUNITY CENTER {formerly known as Harrison H.S.
Second Floor, Harrison Room located at 29995 W. Twelve Mile Rd., Farmington Hills,
Mi. 48334

1) Call to Order 6:24 pm.

2) Approval of Agenda

Motion - Diane Hague
Second – Sharon Snodgrass

3) Approval of September 9, Minutes

Approved with one correction noted - fix non-denominated vs non-dimensional

Motion – Diane Hague
Second – Sharon Snodgrass

4) Youth Division Update

Matt mentioned that Youth and Family will now be part of the Recreation Division. Approval was given to hire a person that will report to Matt and oversee the after school program.

After school program is planned to start in January at The Hawk. A small committee is meeting on October 12th to start looking into program and plans. Members of committee are mostly made up from past regular employees that are returning to the program.

5) Issues Committee Update

Not currently meeting

Sharon recommended in the future change the process to an ad hoc committee for items that need work versus it all running through the issues committee. In the past the issues committee was to see if an item was worthwhile to work on and move forward with. The issues committee use to meet on Monday before the regular meeting and then bring this information to the regular meeting on Thursday. We will discuss at the next meeting how to move forward with this.

We discussed pass plans/events. County is looking for partners for a Tech night program that might lead to apprentices. Oakland County was given money in the Workforce Development area to increase tech jobs. Jim Nash would love to see us continue down the path of the tech night for this reason as they are trying to fill jobs.

Tammy mentioned that she reached out to Farmington Public Schools and there is no current plans/programs being organized from the schools or PTA's for this year. This was based on the concern from the 9/9 meeting where it was mentioned that the schools have taken over many of the programs that the commission started.

We then did introduction of attendees at the meeting

Tammy Luty, Kristel Sexton(Farmington Community Library liaison), Sharon Snodgrass, Marie Sarnacki, Roderick Wallace, Diane Hague, Matthew Gale, Jim Nash(Oakland County liaison), Jordon Scrimger, Jeff King (Police Department liaison), Ed Cherkinsky, Secretary

6) Call to Action Vote for dissolution and disbursal of funds

Sharon explained what Call to Action was.

A small meeting was already held with Steve Joppich(City Attorney) to discuss the bylaws and legal area on dissolving and use of funds. The bylaws state it can be dissolved but it has to go to a 501c3 organization. The commission can vote, papers will then be drawn up and a check can be written. The recommendation is to send the money to CARES who may use the funds to update their lobby/restroom area.

Currently the fund has \$8,400.

The Farmington Hills City gives the commission on children, youth and families a yearly amount of money for projects of \$2,422.

There was a motion to dissolve call to action and send the funds to CARES.

It was determined that we didn't have enough legal voting members at this meeting to make the motion as we didn't have a quorum with new members not being official yet. So we decided not to vote and closed the meeting.

All future meetings will be held at The Hawk. We didn't discuss items 7 – 10 on agenda and the meeting was adjourned at 7:10 p.m.

We then took a tour of The Hawk facility.

7) Spotlight Show Update

8) Volunteer Recognition Program

9) New Business and Announcements

10) Future objectives and plans including election of new officers

10) Public Comments

11_ Adjournment

8:00 pm.

Minutes prepared and submitted by Tammy Luty.

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

MEETING MINUTES
Emergency Preparedness Commission
September 13, 2021 – 5:00 pm
Farmington Hills City Hall – Viewpoint Room
31655 W. 11 Mile Rd.
Farmington Hills, MI 48336

1. CALL TO ORDER: Chair Avie at 5:03 pm

2. IDENTIFY PARTICIPANTS

- MEMBERS PRESENT: J. Sloan, K. Ciaramitaro, S. Faine, D. Wecker, M. Hopfe, J. Schertel, A. Echols, R. Avie,
- OTHERS PRESENT: K. Massey (council), Rick Bowes (CERT), Nancy Croiton (CERT), Norene Yuskowatz (YMCA), J. Neufeld (FHFD), B. Houhanisin (FDPS), Tim Tutak (CERT), Lisa Risko (CERT)

3. AGENDA APPROVAL: Motion to approve minutes made by K. Ciaramitaro, second by D. Wecker. Approval vote: yes – 8, no – 0. Motion passed.

4. MEETING MINUTES APPROVAL:

- May 12, 2021 minutes: Motion to approve by D. Wecker, second K. Ciaramitaro. Approval vote: yes – 9, no – 0. Motion passed.
- July 12, 2021 minutes: Motion to approve by D. Wecker, second A. Echols. Discussion held on minutes – K. Ciaramitaro would like to include that T. Tutak initially resigned all positions and resignation was accepted by D. Wecker and J. Neufeld. After clarification asked for by A. Echols for accuracy in the minutes, T. Tutak stated that it was just the CERT Coordinator position he was resigning from. Motion by K. Ciaramitaro made to postpone approval of minutes until next EPC meeting so corrections can be made to minutes, second by J. Schertel. All members present approved postponement of accepting minutes.

5. BUDGET REPORT – nothing to report

6. UNFINISHED BUSINESS – nothing to discuss

7. NEW BUSINESS

- MEMBERSHIP VACANCIES: Slade resigned on unknown date, Paul Szymusiak resigned on September 8, 2021 via email, and Irwin Moyna resigned on September 10, 2021 via email, John Schertel was appointed to fill one of the vacant FH seats. Currently in need of 3 members for FH and 1 member for Farmington.
- NEED UPDATED ROSTER / CONTACTS – R. Avie requested an updated CERT membership list, requested all present to send contact information to him, requested a list of leadership roles and definitions / responsibilities for members of the EPC and CERT.
- City-wide open house – staff EPC table –
 - * October 3, 2021, Sunday from noon – 3. EPC has fliers and brochures available to staff a table at open house – hoping for an EPC / CERT table.

- * manning booth – R. Avie, A. Echols, S. Faine
- * CERT members to assist with the open house on campus
- Mike Sweeney is the person who does the EPC facebook person – J. Schertel pointed out that the EPC Facebook and pages are severely out of date. We should look into social media with each City.

8. MICHIGAN & REGIONAL CITIZENS CORPS COUNCIL / COMMUNITY EMERGENCY RESPONSE TEAM ACTIVITIES

Next meeting on Monday Sept. 20, 2021 – will get roster and all information to R. Avie

9. LIASON REPORTS

City of FH – Massey

- This organization (EPC) has been talked about at council, and council feels that it needs more community outreach and communication and education to the public. Due to the July storms, there is more of a focus on emergency preparedness. Now is a good time because it's front and center in people's minds. Power outages have been high since mid-June and we should help people get prepared (ie: fridge - how long does food last, consumables in stock, etc.) Tutak brought up the Disaster Response Preparedness training in the past, maybe we could provide this again?
- Ongoing discussions between DTE and the City are being held Sept 25 Heritage Park pavilion / Sept 27 at Riley pavilion Farmington residents - both 5pm.
- personal congratulations to FF and PD officers of the year (all members of FPS). It was a stellar move to acknowledge the work that everyone has done this year. Acknowledged Sgt. Madeline's retirement.
- Do we have equipment that we want stored at The Hawk? We need clarification on storage space / what kind of items? If we want to claim space we need to do it sooner rather than later.

YMCA – N. Yuskowatz

- The YMCA is a non-profit organization and took a big money hit with COVID due to closings and decreased capacity. There are many locations closing and membership is down.
- Currently open till 9pm on Tues / Thursday
- Had swim team tryouts last week and it was packed, so that's a positive
- Really good turnout for the July golf outing. The annual fundraising breakfast on Sept. 30 – 730-9 at FH YMCA – asking for donations.
- Got 10M from Jeff Bezos ex-wife – donated money to local YMCA for food drop-offs and assistance
- The next online chat with the community is on immigration.

FHFD – J. Neufeld

- Number of storms in the recent weeks, did not meet federal threshold for monies – looking for State funding – public assistance money for roadways, culverts, DPW Overtime, etc.
- City Wide Open House coming up October 3

FHPD – Bob Houhanisin is the new representative

10. PUBLIC COMMENT

- Nancy Croitori – went through CERT training with a large group of people and was excited to join the team, but COVID put a stop to a lot of the activities. She put in a lot of time and would like to see some regular refresher training with the CERT team.
- Lisa Risko – A 2020 manual for CERT was rolled out that looks different from past documents. There is no structured leadership presented in the document. R. Avie clarified that we don't have a structure or team or information on current members and are unable to recall teams or people. Asked if CERT team members were covered by the City's insurance in the event of deployment – yes, they are covered under risk management.
- T. Tutak – talked about CERT structure and roles and attempted to clarify what the EPC was looking for as far as documentation.

11. COMMISSIONER COMMENTS

12. ADJOURNMENT - 608

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



Special Council Meeting
6:00 p.m., Monday, November 15, 2021
Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on November 15, 2021 in Farmington City Hall, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 6:00 p.m. by Mayor Sara Bowman.

1. ROLL CALL

Attendee Name	Title	Status	Arrived
Johnna Balk	Councilmember	Present	
Sara Bowman	Mayor	Present	
Joe LaRussa	Mayor Pro Tem	Absent	6:04 pm
Steve Schneemann	Councilmember	Present	
Maria Taylor	Councilmember	Present	

City Administration Present

City Clerk Mullison
City Manager Murphy
City Attorney Saarela
Director Weber
Controller Norgard

2. APPROVAL OF AGENDA

Move to approve the agenda as presented.

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Schneemann, Councilmember
SECONDER:	Taylor, Councilmember

3. PRESENTATION: ANNUAL AUDIT, PLANTE MORAN

Justin Kolbow and David Helisek from Plante Moran presented a report on the City's annual audit. The City earned an unmodified opinion, which is the highest level of assurance that can be given.

Discussion included the timing and inclusion of grants in the audit, pension liabilities, and OPEB funding. Helisek made comments about the Plante Moran letter accompanying the audit results, saying that internal controls were not part of the financial audit, but part of their audit does require them to understand and test internal control structures to the extent that it impacts financial reporting. He noted that the information Finance put together was consistent with generally accepted accounting principles as well as Governmental Accounting Standards Board's implementations. He noted that having the audit in person again this year was better for everyone, though they looked at the same type of documents as it typical in any given year. Helisek also advised was that all municipalities focus on cybersecurity.

In response to a question by Schneemann, Helisek said he had seen municipalities be targeted by hackers, and that they look for personal information as held by the City. Bowman cited the professionalism and due care of Controller Norgard and Finance Director Weber throughout fiscal year for the success of the City's audits.

4. OTHER BUSINESS

Murphy said that Superintendent Eudy was advised not to be at tonight's meeting because of exposure to a person that had recently tested positive for Covid-19. Murphy and Weber will answer questions about Eudy's items in the regular meeting to follow.

LaRussa asked about getting an extension for the Broadband Task Force through the next six months. Council concurred with LaRussa's request to look into extending the life of the committee.

Schneemann updated Council on the Maxfield Training Center project. He met with Robertson Brothers and they spoke about erosion on the adjacent hillside. The developers were not convinced that the site plan as approved will be able to go forward. He also mentioned public versus private property issues with plans for the connector park. Schneemann was tasked with coming up with some suggestions from the City. Discussion ensued about soil borings, alternatives for development of the hillside, and the future of negotiations with the developer.

5. PUBLIC COMMENT

No public comment was heard.

6. COUNCIL COMMENT

No Council comment was heard.

7. ADJOURNMENT

Move to adjourn the meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Schneemann, Councilmember
SECONDER:	Taylor, Councilmember

The meeting adjourned at 6:55 pm.

Sara Bowman, Mayor

Mary Mullison, City Clerk

Approval Date:



Regular City Council Meeting
7:00 p.m., Monday, November 15, 2021
Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on November 15, 2021 Farmington City Hall, 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 7:00 p.m. by Mayor Bowman.

1. ROLL CALL

Attendee Name	Title	Status	Arrived
Johnna Balk	Councilmember	Present	
Sara Bowman	Mayor	Present	
Joe LaRussa	Mayor Pro Tem	Present	
Steve Schneemann	Councilmember	Absent	
Maria Taylor	Councilmember	Present	

City Administration Present

Deputy Director Houhanisin
City Clerk Mullison
City Manager Murphy
City Attorney Saarela
Director Weber

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF ITEMS ON CONSENT AGENDA

- A. Accept City of Farmington Board and Commission Minutes
- B. City of Farmington Minutes
 - a. October 18, 2021 Special Joint w/DDA
 - b. October 18, 2021 Regular
 - c. October 25, 2021 Special
 - d. November 8, 2021 Organization Meeting
- C. Farmington Monthly Payments Report
- D. Farmington Public Safety Monthly Report
- E. Form 5572 – Pension and OPEB
- F. Farmington Quarterly Investment Report – 06/30/21 & 09/30/21
- G. Farmington Quarterly Financial Report – 06/30/21 & 09/30/21
- H. Farmington Quarterly Financial Report Court – 06/30/21 & 09/30/21
- I. Emergency Preparedness Commission Resignation

Move to approve the consent agenda as presented.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Schneemann, Councilmember

4. APPROVAL OF REGULAR AGENDA

- A. Move to approve the regular agenda presented.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Taylor, Councilmember

5. PUBLIC COMMENT

No public comment was heard.

6. PRESENTATIONS AND PUBLIC HEARINGS

- A. Plante & Moran Annual City Audit

David Helisek of Plante Moran briefly discussed the results of the audit of the Fiscal Year 2020/21 year. Farmington received an unmodified opinion which is the highest level of assurance that can be given to a set of financial statements. He noted there are no weaknesses in the internal control system which means the financial information the City receives is reliable. Helisek thanked not only the Mayor and Council but also Director of Finance Chris Weber and Controller Amy Norgard and their staff for allowing Plante Moran to serve the City. Bowman

expressed her thanks to Plante Moran for the thoroughness of their work. She also commended Weber and Norgard for always maintaining such high standards and ensuring that Farmington continues to have an unmodified result from their work.

B. Special Event Application: Haitian Network Event

Maggie Corkery and Valerie and Bill McNeese requested approval to hold a Haitian Art and Craft Festival in July 2022.

In response to a concern expressed by Schneemann, Murphy asked Corkery to let him know which businesses had been invited to participate after planning gets underway. Bowman commended them for coming in early and planning ahead.

Move to approve special event request for Haitian Art and Craft Festival scheduled July 30 and 31, 2022 in Riley Park, conditioned on verification that local businesses have been contacted and verified with the City Manager.**

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

C. Public Hearing: Program Year 2022 Community Development Block Grant Application

Move to open the Public Hearing on the 2022 Community Development Block Grant Application.**

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

Public hearing was opened at 7:21 pm. No public comment was heard.

Public hearing was closed at 7:22 pm.

D. Smart Cities Conference Summary – Mayor Pro Tem Joe LaRussa

LaRussa gave an overview of the Smart Cities Conference that he and several other representatives from Farmington attended on October 19-21, 2021.

Discussion ensued about retaining the Broadband Task Force for a short time while the new Farmington Hills Innovation, Energy and Environmental Sustainability Committee gains its feet. Bowman thanked LaRussa for the presentation and commented that the Broadband Task

Force, of which LaRussa is a member, has been the lightning rod that brought Sifi to Farmington. She stated that, because of the groundwork already done by LaRussa and the Task Force, Farmington is well positioned to move into the future.

7. NEW BUSINESS

A. Consideration to approve 2022 program year Community Development Block Grant Application

City Manager Murphy recommended adoption of the resolution discussed at the earlier public hearing which will be forwarded to Oakland County Community & Home Improvement Department.

Move to approve resolution adopting 2022 Program Year Community Development Block Grant Application.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Schneemann, Councilmember
SECONDER:	Balk, Councilmember
AYES:	Schneemann, Taylor, Balk, Bowman, LaRussa

B. Nine Mile Retention Flow Meter Replacement

Murphy explained that City Administration meets annually with Oakland County Water Resource Commission (OCWRC) during the budget planning cycle to establish the Long Range Planning (LRP). Each year the LRP address the most critical items, and the scheduled LRP projects for this year have been started or are completed. The inlet flow meter was not included in this year's LRP.

During this summer's numerous wet weather events OCWRC and Public Works noticed the excessive consumption of the sodium hypochlorite (NaClO) used to treat the incoming sewage during wet weather events when the station is pumping to storage in the event of a Sanitary Sewer Overflow (SSO) to minimize the e-coli in the discharge. OCWRC has determined during peak flow events the flow meter is overdosing the NaClO to the sewage which nearly eliminates the e-coli, but there is a concern the meter will fail completely and not administer enough or any NaClO to the discharge. If that occurs the City of Farmington could face fines from Michigan Department of Environment, great Lakes, and Environment (EGLE).

Superintendent Eudy had previously presented a recommendation from OCWRC to replace the flow meter. Due to supply chain disruptions, the manufacturing, shipment, and installation could take 2-6 months. If approved, a budgetary amendment would be necessary.

Schneemann noted that these kinds of expenditures should not necessarily come before Council and suggested that it might be time for Council to revisit the City Manager approval limit for expenditures.

Move to approve Oakland County Water Resource Commission to replace the inlet flow meter at the Farmington Retention Basin in the amount of \$21,300.**

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

C. Drake Park Improvements Change Order No.2 & Pay Application No.3

Murphy described the bid process for this project and the improvements chosen, which also included improvements at Flanders Park and City Hall.

Move to approve Change Order No. 2 and Payment Application No.3 in the amount of \$83,347.33 for Drake Park Improvements to Asphalt Specialist Incorporated (ASI).**

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

D. Construction Estimate No. 2 for the Oakland Street Reconstruction-Water Main Replacement

Murphy gave an update on the project and requested payment for work done to date.

Move to approve payment to V.I.L. Construction Incorporated for Construction Estimate No. 2 in the amount of \$551,319.66 for the Oakland Street Reconstruction-Water Main Replacement Project.**

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

E. Ratify payment to D'Angelo Brothers Incorporated for the replacement of water services for the Oakland Street Reconstruction

Murphy stated that the Oakland Steet Reconstruction & Water Main Replacement Project had \$11,000 allocated for lead/galvanized service line replacements (LSLR). The project is trending under budget and there are other anticipated savings that could offset the water service line replacements.

Move to ratify payment to D'Angelo Brothers Incorporated for the replacement of water services in the amount of \$35,508.56 related to the Oakland Street Reconstruction.**

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

F. Park restroom improvement change order and payment application

Murphy described improvements to the restrooms at Drake Park and gave details of the project and payment requests.

Move to approve Change Order Nos.1 & 2 and Payment Application No. 1 in the amount of \$167,837.84 for the Shiawassee & Drake Park Restroom Improvement to Summit Company **

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

G. Approval of payment for road surface repairs to Grand River following WMB repairs

Murphy reviewed the Grand River surface repairs and reported on progress.

Bowman noted that both the Department of Public Works and the City did a great job with notifying residents and that the project was completed well within the projected time.

Move to approve payment in the amount of \$29,472 to Major Contracting for the Grand River repairs.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Schneemann, Councilmember
AYES:	Taylor, Balk, Bowman, LaRussa, Schneemann

H. Appoint council member to the CIP Steering Committee

Murphy explained that City Administration would like to begin the discussion of this year's capital improvement program and Council's additions/deletions and priority projects to submit to

the CIP Steering Committee. In addition, Administration would like to know which Council member would like to serve on the Steering Committee.

Move to appoint Steve Schneemann to serve on the CIP Steering Committee.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Balk, Councilmember

I. Discuss resolution establishing The Farmington Hills Innovation, Energy and Environmental Sustainability Committee

Murphy explained that Farmington Hills has a resolution before them to establish an Innovation, Energy and Environmental Sustainability Committee. The Hills has extended an offer to the City of Farmington to participate in and establish this as a joint committee for the benefit of the entire Farmington-Farmington Hills community.

Discussion centered on having a councilmember involved as well as at least one resident and on maintaining the Broadband committee for a few more months. Murphy agreed to bring the topic back at a future meeting.

J. Special Event Application - Holly Days

The Greater Farmington Area Chamber of Commerce is hosting its annual Holly Days and Light Up the Grand holiday event throughout the month of December. It will be the same events but spread out over the Holiday Season. The event includes a Gift, Greens and Giving Holiday Market in Riley Park, a lighted parade down Grand River and other various holiday festivities.

Move to approve the special event application for the 2021 Holly Days and Light Up the Grand Parade spread throughout the weekends of December.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Schneemann, Councilmember
SECONDER:	LaRussa, Mayor Pro Tem

K. Budget Amendment #2

Director Weber explained that this amendment would be for several projects that needed to be added to the budget, including installation of network switches and wireless access points, Shiawassee and Drake Park bathrooms, emergency Salt Dome repair, emergency storm drain repair, Self-Contained Breathing Apparatus, the CVS Easement Agreement, and the Chase Bank Easement Agreement.

LaRussa said it was good news that the contingency fund didn't need to be utilized to compensate for the impact of COVID and asked whether there would be other requests to allocate those funds now that there was availability. Weber explained that Administration will be bringing suggestions to Council in the future.

Move to adopt Budget Amendment Resolution #2 amending Fiscal Year 2021-22 Budget.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Schneemann, Councilmember
SECONDER:	Taylor, Councilmember
AYES:	Balk, Bowman, LaRussa, Schneemann, Taylor

L. Budget Amendment #3

Murphy requested approval of an amendment to the Fiscal Year 2021-22 Budget in order to include an inlet flow meter at the Farmington Retention Basin.

Move to adopt Budget Amendment Resolution #3 amending Fiscal Year 2021-22 Budget.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Taylor, Councilmember
AYES:	Bowman, LaRussa, Schneemann, Taylor, Balk

M. Purchase of 2022 Ford Explorer

Deputy Director Houhanisin requested the purchase of a 2022 Ford Explorer administration vehicle to replace a 2017 Ford Explorer administration vehicle that was involved in a not at fault, motor vehicle accident in early October of 2021. He explained that the City's insurance company paid out on the claim for the damaged vehicle in the amount of \$19,500.00 and that the remaining \$9,708.00 required for the purchase of the vehicle will come from the Public Safety Department's FY 2021/22 Capital Outlay Account.

Move to approve the purchase of one (1) 2022 Ford Explorer from Signature Ford in the amount of \$29,208.00.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Schneemann, Councilmember
AYES:	LaRussa, Schneemann, Taylor, Balk, Bowman

8. PUBLIC COMMENT

No public comment was heard.

9. CITY COUNCIL COMMENT

Schneemann made it a point to remind residents that his work for the restroom design and other design work was completely pro bono and neither he nor his firm had made any profit from it.

Bowman stated that we had just had a wonderful week supporting our veterans. Coming up in the next few weeks are several great events, including Greens, Gifts, and Giving.

10. ADJOURNMENT

Move to adjourn the meeting.

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Taylor, Councilmember
SECONDER:	Schneemann, Councilmember

Meeting adjourned 8:29 p.m.

Sara Bowman, Mayor

Mary J. Mullison, City Clerk

Approval Date:

******To view approved documents, please see the Agenda Packet link that is relevant to this meeting at <http://farmgov.com/City-Services/Government/Agendas-and-Minutes/City-Council.aspx> or contact the City Clerk.



Regular City Council Meeting
7:00 pm, Monday, December 6, 2021
Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on December 6, 2021 Farmington City Hall, 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 7:00 pm by Mayor Bowman.

1. ROLL CALL

Attendee Name	Title	Status	Arrived
Johnna Balk	Councilmember	Present	
Sara Bowman	Mayor	Present	
Joe LaRussa	Mayor Pro Tem	Present	
Steve Schneemann	Councilmember	Present	
Maria Taylor	Councilmember	Present	

City Administration Present

City Clerk Mullison
City Manager Murphy
City Attorney Saarela

2. APPROVAL OF AGENDA

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

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Taylor, Councilmember

3. PUBLIC COMMENT

Sarah Davies, 23120 Violet, announced the Beautification Committee Holiday Lights contest for this year. She also thanked Council for joining in the Bootification Parade in October and spoke about the Beautification Committee proposed expansion and the prospective members to be interviewed later in the meeting.

4. AMEND RESOLUTION ESTABLISHING THE BEAUTIFICATION COMMITTEE TO HAVE NINE COMMITTEE MEMBERS

City Manager Murphy explained that the Beautification Committee is considering taking care of more city and municipal gardening. In order to do this, the chair has requested that the committee add two more members to help with the labor.

Bowman said that membership on a committee might bring more investment in projects than being a volunteer. Discussion about needing more hands on the committee, whether all current committee members are pulling their weight, whether adding alternate members might be a good answer, and how many members are on other similar committees

Move to amend the resolution establishing the Beautification Committee to increase the number of committee members from seven to nine.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Taylor, Councilmember
SECONDER:	LaRussa, Mayor Pro Tem

5. INTERVIEWS FOR BEAUTIFICATION COMMITTEE

Council interviewed Sandy Smallish and Alana Abdal for open positions on the Beautification Committee.

6. DISCUSSION WITH COUNCIL REGARDING BLEACHERS FOR DRAKE PARK

Murphy explained that wood bleachers are difficult to maintain, requiring frequent painting and board replacement, and that the present bleachers lack railings and boards crack throughout the season, creating hazards for spectators. Replacing the bleachers at fields at both Drake and Shiawassee parks with an aluminum style bleacher would provide more durable, safer seating and require less maintenance.

Council discussed how many were actually needed since eleven are being removed. Schneemann requested that Dan Irvin of SFBA be consulted on use. Funding and budget allocations were discussed, and it was requested that the topic be brought back after more research as to which or how many need to be replaced. Council also requested that bids be narrowed down to three suppliers.

7. OTHER BUSINESS

Murphy reported on recent Waste Management contract meetings and requested that Council consider our own participation in changes to the Waste Management agreement with other surrounding communities. Discussion followed about options. Mike Csapo of RRRASOC will be at the next meeting to answer questions from Council. LaRussa asked for details of the current contract in order to make an informed decision.

Murphy also let Council know that City Engineers will be presenting their findings on Governor Warner Mansion use at a meeting in January of 2022.

8. PUBLIC COMMENT

No public comment was heard.

9. COUNCIL COMMENT

No Council comment was heard.

10. ADJOURNMENT

Move to adjourn the meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Schneemann, Councilmember
SECONDER:	Balk, Councilmember

The meeting adjourned at 8:08 p.m.

Sara Bowman, Mayor

Mary Mullison, City Clerk

Approval Date:

******To view approved documents, please see the Agenda Packet link that is relevant to this meeting at <http://farmgov.com/City-Services/Government/Agendas-and-Minutes/City-Council.aspx> or contact the City Clerk.

Farmington City Council Agenda Item	Council Meeting Date: December 20, 2021	Item Number 3C	
Submitted by: Amy Norgard, Controller			
<u>Agenda Topic</u> Farmington Monthly Payments Report – November 2021			
<u>Proposed Motion</u> Approve Farmington Monthly Payments Report – November 2021			
<u>Background</u> See attachment			
<u>Materials Attached</u> AP Monthly Payments Report 113021			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

MONTH OF NOVEMBER 2021

FUND #	FUND NAME	AMOUNT:
101	GENERAL FUND	\$ 394,099.03
202	MAJOR STREET FUND	\$ 23,575.02
203	LOCAL STREET FUND	\$ 431,218.72
359	2013 LTGO BONDS (OPEB)	\$ 250.00
401	CAPITAL IMPROVEMENT MILLAGE	\$ 330,290.64
592	WATER & SEWER FUND	\$ 584,343.85
595	FARMINGTON COMMUNITY THEATER FUND	\$ 20,074.64
640	DPW EQUIPMENT REVOLVING FUND	\$ 5,017.84
701	AGENCY FUND	\$ 7,096.90
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 20,822.71
	TOTAL CITY PAYMENTS ISSUED:	\$ 1,816,789.35
136	47TH DISTRICT COURT FUND	\$ 49,450.93
244	CORRIDOR IMPROVEMENT AUTHORITY FUND	\$ 1,413.46
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 75,034.01
260	INDIGENT DEFENSE FUND	\$ 70,091.77
290	FRIENDS OF THE GOVERNOR WARNER MANSION	\$ 171.00
	TOTAL OTHER ENTITIES PAYMENTS ISSUED:	\$ 196,161.17
	TOTAL PAYMENTS ISSUED	\$ 2,012,950.52

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

CITY OF FARMINGTON - ACH PAYMENTS REPORT

MONTH OF NOVEMBER 2021

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
Agency Tax	Farmington Public Schools	Tax Payment #10	40,975.19
Agency Tax	Oakland County	Tax Payment #10	68,806.45
Agency Tax	Farmington Comm. Library	Tax Payment #10	4,228.57
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	233,726.83
General Fund	Federal Gov't	W/H & FICA Payroll	122,592.30
General Fund	MERS	October Transfer	110,862.39
General Fund	MERS HCSP	October Transfer	5,748.70
General Fund	ICMA	ICMA Plans - City & Dept. Head	21,709.60
General Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,937.52
	TOTAL CITY ACH TRANSFERS		610,587.55
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	96,445.29
Court Fund	Federal Gov't	W/H & FICA Payroll	57,654.05
Court Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,269.96
Court Fund	ICMA	Health Savings/401 Accounts	20,994.05
	TOTAL OTHER ENTITIES ACH TRANSFERS		176,363.35



FARMINGTON PUBLIC SAFETY DEPARTMENT

23600 Liberty Street
Farmington, MI 48335
248-474-4700

Ted Warthman, Public Safety Director



MONTHLY PUBLIC SAFETY REPORT November 2021

Unlawful Entry / Disorderly Intoxication

On November 1st officers were dispatched to the Kingslane Apartment Complex for a report of an intoxicated male who entered the victim's apartment at 5 am without the victim's permission. While enroute the man had left the building and was now on Warner Street attempting to gain access to a garage. Officers arrived to find the man walking down Warner Street. Officers detained the man and noted that he was highly intoxicated. Officers learned that he had been drinking at a bachelor party at Kingslane Apartments and left the party to go home. The man got lost and somehow entered the wrong apartment. Once he realized that he was in the wrong apartment, he left and got lost in the subdivision behind the complex thinking that he was in his subdivision in Farmington Hills. Officers spoke with the victim who advised that the man knocked on her door to her apartment and when she opened the door, the man brushed by her and locked himself in her bathroom. The victim's father was able to persuade the man to leave the apartment while the police were called. The man was arrested for unlawful entry and disorderly intoxication. He was housed at the Farmington Jail till sober.

Suspicious Persons

On November 7th a Birchwood resident reported at the front desk that two white males had walked towards her front door at 3:10 am. The two appeared to have noticed the complainant's Ring doorbell camera and quickly turned around and walked away. The complainant learned about the two when she checked her camera the following morning. The complainant does not know who the males are or why they were walking towards her door. The incident was forwarded to the detective bureau for further investigation.

Larceny of Catalytic Convertor

On November 8th a Jamestown Apartment resident reported that her catalytic convertor was stolen off of her 2012 Ford Escape while it was parked in the apartment complex on October 4th. The victim does not know who stole the vehicle part. The victim advised that she learned that the part was stolen off her vehicle when she took it to the repair shop due to the loud noise the vehicle was making. The victim filed the report when her insurance advised her to.

Forgery

On November 10th an officer stopped a vehicle in the area of Nine Mile and Gill Road for having an unreadable temporary tag on the vehicle. Further investigation revealed that the temporary tag was a fraudulent tag and was not issued by the Secretary of State. The driver refused to answer questions about the fraudulent tag on the vehicle registered in his name. The driver was arrested for having a fraudulent tag on his vehicle.

Fight

On November 14th officers responded to the Zap Zone on Grand River Avenue for a report of several juveniles fighting. Upon arrival officers learned that the juveniles had fled the scene. Officers located the juveniles who were detained and turned over to their parents.

Open Intoxicants

On November 22nd Officers responded to the 7-11 on Grand River Avenue for a report of two intoxicated subjects. Upon arrival officers located the two individuals drinking Redd's Wicked Apple in an automobile. Officers spoke with the complainant and learned that one of the subjects had stumbled into the store earlier and was being disruptive to the other customers. Both subjects were issued citations for having open intoxicants in a motor vehicle and were driven home.

Damage to Property

On November 24th the police department was made aware that damage had been caused to the children's patio furniture at the Riley Park. A review of the surveillance video revealed three teenage white males at the park on 11/23/2021 at approximately 10:00 pm. One of the males kick the furniture several times, appearing to damage it. After a while, the male takes a chair and attempts to throw it at the holiday lights in an apparent attempt to break them. The incident was turned over to the detective bureau for further investigation.

Odor Investigation

On November 25th Officers and Engine 1 responded to the intersection of Tree Hill and Saxony for an odor of natural gas in the area. Upon arrival, officers detected natural gas in the area but could not determine its source. The scene was turned over to Consumers Energy.

Carrying a Concealed Weapon

On November 29th an officer was dispatched to the area of Grand River Avenue and Drake Road for a report of a disabled motorist. Upon arrival the officer learned that the driver had ran out of gas. A check of the driver revealed that he had warrants for his arrest out of various jurisdictions and did not have a license to drive a vehicle. A family member arrived to take the vehicle, but a check of her name revealed several warrants for her arrest. While impounding the family member's vehicle, a firearm was discovered in the center console. The firearm was registered to the family member, and she was charged with being in possession of a concealed weapon.

MONTHLY PUBLIC SAFETY REPORT
November 2021

November 2021 ABBREVIATED CRIME REPORT

Crime Part	Crime Category	Nov-2021	Oct-2021	Percent Change	YTD 2021	YTD 2020	Percent Change
A	ASSAULT - SIMPLE	2	4	-50.0%	26	26	0.0%
A	BURGLARY - ALL OTHER	0	0	-	2	3	-33.3%
A	BURGLARY - RESIDENTIAL	0	0	-	1	0	-
A	DAMAGE TO PROPERTY	3	1	200.0%	20	5	300.0%
A	DRUG OFFENSES	0	0	-	9	4	125.0%
A	EMBEZZLEMENT	0	0	-	1	3	-66.7%
A	FORGERY / COUNTERFEITING	1	0	-	2	2	0.0%
A	FRAUD	0	1	-100.0%	26	15	73.3%
A	INTIMIDATION / STALKING	0	1	-100.0%	1	5	-80.0%
A	LARCENY - ALL OTHER	0	3	-100.0%	20	14	42.9%
A	LARCENY - FROM AUTO (LFA)	0	3	-100.0%	22	11	100.0%
A	LARCENY - RETAIL FRAUD	0	0	-	2	2	0.0%
A	MOTOR VEHICLE THEFT / FRAUD	0	2	-100.0%	7	3	133.3%
A	ROBBERY	0	0	-	2	0	-
A	SEX CRIME (VIOLENT)	0	0	-	2	2	0.0%
A	STOLEN PROPERTY	0	0	-	1	0	-
A	WEAPONS OFFENSE	1	1	0.0%	11	6	83.3%
A	Total	7	17	-58.8%	163	103	58.3%
B	ACCIDENT - HIT & RUN	0	0	-	3	2	50.0%
B	BURGLARY - ALL OTHER	0	0	-	0	1	-100.0%
B	FRAUD	0	0	-	0	1	-100.0%
B	HEALTH AND SAFETY	2	1	100.0%	4	1	300.0%
B	LIQUOR LAW VIOLATION	1	4	-75.0%	14	12	16.7%
B	MISSING PERSON / RUNAWAY	0	0	-	0	2	-100.0%
B	OBSTRUCTING JUSTICE	2	3	-33.3%	19	18	5.6%
B	OBSTRUCTING POLICE	0	1	-100.0%	9	7	28.6%
B	OUI OF LIQUOR / DRUGS	5	9	-44.4%	49	37	32.4%
B	PUBLIC PEACE	3	1	200.0%	18	16	12.5%
B	TRESPASSING / INVASION OF PRIVACY	1	0	-	1	4	-75.0%
B	Total	14	20	-30.0%	130	116	12.1%
C	ACCIDENT	21	27	-22.2%	177	143	23.8%
C	ALL OTHER OFFENSES	737	744	-0.9%	6,622	6,385	3.7%
C	CITATION	23	29	-20.7%	244	120	103.3%
C	FAMILY OFFENSE	7	10	-30.0%	68	53	28.3%
C	MISSING PERSON / RUNAWAY	1	0	-	8	0	-
C	WARRANT	15	19	-21.1%	135	94	43.6%
C	Total	860	897	-4.1%	7,845	7,337	6.9%

Farmington City Council Staff Report	Council Meeting Date: December 20, 2021	Item Number 7A
Submitted by: David Murphy, City Manager		
Agenda Topic: Consideration of Resolution to participate in the National Opioid Litigation Settlement		
Proposed Motion: Motion to approve the Resolution to participate in the National Opioid Litigation settlement, agreeing to the terms of the settlements and the release of claims against the companies named in the litigation, and authorizing the City Manager to register the City on the settlement website and take such further action as is necessary to receive the settlement funds.		
Background: After several years of negotiation in connection with major litigation arising out of the opioid crisis involving states and municipalities all over the country that have been affected by it, two nationwide settlements have been reached against the three largest pharmaceutical distributors, McKesson, Cardinal Health, and AmerisourceBergen and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson. The settlements require the distributors to pay up to \$21 billion dollars over 18 years and for Janssen to pay up to \$5 billion over 9 years, for a total of \$26 billion. Of the settlement amount approximately \$22.7 billion is earmarked for participating states and state subdivisions (e.g., the City) to remediate and abate the impacts of the opioid crisis. The settlements require the distributors to implement safeguards to prevent the over prescription of opioids and place restrictions on the marketing, sale, and distribution of opioids. Michigan has chosen to participate in each settlement. The Distributors will be required to carefully review and report suspicious orders to the state. There will be a national Enforcement Committee to review compliance with the settlements and compliance committees established in the states. Janssen is banned from manufacturing, selling, or promoting the sales of opioids in the United States The City of Farmington is eligible to participate in the settlement through the state. Any funds received from the settlements must be spent on opioid remediation, which is defined in the settlement agreements. However, if a majority of governments that sued the companies do not accept the settlement, the proposed deal will fail, and litigation will continue. City administration is recommending participation in the settlements, understanding that the likelihood of the City filing its own claims against the defendants.		
MATERIALS: Resolution		

CITY OF FARMINGTON

RESOLUTION NO. _____

**RESOLUTION APPROVING OPTING-IN TO THE
NATIONAL OPIOID LITIGATION SETTLEMENT**

Motion by Councilmember _____, seconded by Councilmember _____, to adopt the following resolution:

WHEREAS, after several years of negotiation, two nationwide settlements have been reached against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson. The settlements require the distributors to pay up to \$21 billion dollars over 18 years and for Janssen to pay up to \$5 billion over 9 years, for a total of \$26 billion. Of the settlement amount approximately \$22.7 billion is earmarked for participating states and state subdivisions to remediate and abate the impacts of the opioid crisis; and

WHEREAS, the settlements require the distributors to implement safeguards to prevent the over prescription of opioids and place restrictions on the marketing, sale and distribution of opioids. Michigan has chosen to participate in each settlement. The Distributors will be required to carefully review and report suspicious orders to the state. There will be a national Enforcement Committee to review compliance with the settlements and compliance committees established in the states. Janssen is banned from manufacturing, selling or promoting the sales of opioids in the United States; and

WHEREAS, the City of Farmington is eligible to participate in the settlements. The settlement with the Distributors indicates that City of Farmington is eligible to receive approximately .0369 percent of the 15% allocation the state will receive to distribute to participating subdivisions. The allocation percentage may be modified if the state of Michigan enters into a state specific agreement with the settling parties; and

WHEREAS, any funds received from the settlements must be spent on opioid remediation, which is defined in the settlement agreements. However, if a majority of governments that sued the companies do not accept the settlement, the proposed deal will fail, and litigation will continue; and

WHEREAS, the two proposed settlements require the participating subdivisions to agree to the settlement terms. The settlements require: i) an agreement to the terms of the settlements; ii) a release of claims; iii) an agreement that monies received can only be spent on opioid remediation and iv) a consent to the jurisdiction of the court where the settlement judgment is filed. The Distributor Release is a release of claims against Distributors and J&J Release is a release of claims against Janssen and Johnson & Johnson.

NOW THEREFORE BE IT RESOLVED that the City of Farmington elects to participate in the proposed settlements with pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen and the proposed settlement with one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson.

BE IT FURTHER RESOLVED, that the City of Farmington agrees to the terms of the settlements, a release of claims against the companies named in the litigation, the funds received from the settlements to be spent on opioid remediation, as defined in the settlements, and consents to the jurisdiction of the court where the settlement judgments are filed.

BE IT FURTHER RESOLVED, the City of Farmington authorizes the City Manager to register the City on the National Opioid Settlement website, opt-in to the settlements, consent to the terms of the settlement and such further action as is necessary to receive the settlement funds.

BE IT FURTHER RESOLVED, that the election, agreement, and authorization in this Resolution are subject to completion of all other necessary actions by the Court and the other parties required to finalize the settlements as described herein.

ROLL CALL

Ayes:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

I, Mary Mullison, duly authorized Clerk for the City of Farmington, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Farmington City Council at a regular meeting held on Monday, _____, 2021, in the City of Farmington, Oakland County, Michigan.

CITY OF FARMINGTON

MARY MULLISON, CLERK

**Farmington City Council
Staff Report**

**Council Meeting
Date: December 20, 2021**

**Reference
Number
7B**

Submitted by: Kate Knight and Kevin Christiansen

Description Consideration to adopt Resolution extending approval of Resolution 06-20-016 regarding relaxation of certain requirements for reopening retail and restaurant/bar businesses in light of COVID-19 Pandemic

Requested Action Move to adopt a Resolution extending Resolution 06-20-016 regarding relaxation of certain requirements for reopening retail and restaurant/bar businesses in light of COVID-19 Pandemic from October 31, 2021 to April 14, 2022.

Background At its June 1, 2020 meeting, City Council approved resolution 06-20-016 regarding special event authorization and requirements for reopening certain retail and restaurant/bar businesses in light of the COVID-19 pandemic. The special authorization was initially set to expire on October 31, 2020 but was extended until April 14, 2021, and then again to October 31, 2021. Although state and local State of Emergency Declarations have expired and MDHHS Public Health Orders requiring occupancy limitations in bars and restaurants have been rescinded, the CDC continues to recommend that bars and restaurants modify layouts and procedures, and physical barriers, including limitations on seating capacity to ensure that Covid-19 social distancing recommendations to include 6 feet of distance between customer parties are maintained. Local businesses have requested further extension of the special authorization based on the continuing CDC recommendations.

City staff will update standards and procedures to implement the continued authorization to include any updated and or amended health, safety and welfare standards, including but not limited to ADA Compliance requirements and outdoor heating safety regulations.

Materials: Resolution, CDC recommendation for restaurants

CITY OF FARMINGTON
COUNTY OF OAKLAND, MICHIGAN

**RESOLUTION EXTENDING JUNE 1, 2020 RESOLUTION REGARDING SPECIAL EVENT
AUTHORIZATION AND REQUIREMENTS FOR REOPENING CERTAIN RETAIL AND
RESTAURANT/BAR BUSINESSES IN LIGHT OF COVID-19 PANDEMIC**

Minutes of a Meeting of the City Council of the City of Farmington, County of Oakland, Michigan, held in the City Hall of said City on _____, _____, at ____ o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

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

WHEREAS, on June 1, 2020, the City adopted a resolution that granted special event approval for certain outdoor activities as a result of the COVID-19 situation; and

WHEREAS, the Resolution was to expire on October 31, 2020;

WHEREAS, on September 21, 2020, City Council extended the Resolution through April 14, 2021.

WHEREAS, on April ____, 2021, City Council extended the Resolution through October 31, 2021;

WHEREAS, although Covid -19 mandatory public health orders relating to occupancy and seating for restaurants and bars have been terminated, and a local and/or statewide State of Emergency is no longer in effect, the CDC continues to recommend that bars and restaurants modify layouts and procedures, and physical barriers, including limitations on seating capacity to ensure that Covid-19 social distancing recommendations to include 6 feet of distance between customer parties can be maintained. On this basis, the City has determined that it is appropriate for that date to be further extended.

NOW, THEREFORE, the City council hereby amends Resolution No. 06-20-016 to extend the date set forth in paragraph 8 from October 31, 2021 to April 14, 2022.

The authorizations set forth in this Resolution are subject to the following:

- a. If the CDC revokes or rescinds recommendations advising limitations on indoor dining and occupancy, and social distancing limitations, this authorization shall become null and void, and any activities authorized shall cease within 7 days of such revocation, expiration, or termination.
- b. If the City adopts an ordinance or ordinances relating to the subject matter of this resolution, this Resolution shall be considered revoked upon the effective date thereof, and all uses shall comply with the new or amended ordinance.
- c. City staff shall maintain, update and supplement procedures and guidelines for the implementation to ensure that all ADA requirements and updated gas fired heating regulations are implemented and maintained within all outdoor seating areas, as applicable.
- d. The City Council may revoke or amend this Resolution at any time, and such revocation or amendment shall be effective immediately.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Mary Mullison, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Farmington, County of Oakland, and State of Michigan, at a regular meeting held this ____ day of _____, 2021, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Mary Mullison, City Clerk
City of Farmington

Current CDC Recommendations for Restaurants and Bars

• **Modified Layouts and Procedures**

- Change restaurant and bar layouts to ensure that all customer parties remain at least 6 feet apart (e.g., removing tables/stools/chairs, marking tables/stools/chairs that are not for use).
- Limit seating capacity to allow for [social distancing](#).
- Offer drive-through, curbside take out, or delivery options as applicable. Prioritize outdoor seating as much as possible.
- Ask customers to wait in their cars or away from the establishment while waiting to pick up food or when waiting to be seated. Inform customers of food pickup and dining protocols on the business's website and on posted signs.
- Discourage crowded waiting areas by using phone app, text technology, or signs to alert patrons when their table is ready. Avoid using "buzzers" or other shared objects.
- Consider options for dine-in customers to order ahead of time to limit the amount of time spent in the establishment.
- Avoid offering any self-serve food or drink options, such as buffets, salad bars, and drink stations. This limits the use of shared serving utensils, handles, buttons, or touchscreens and helps customers to stay seated and at least 6 feet apart from people who do not live in their household.

• **Physical Barriers and Guides**

- Install physical barriers, such as sneeze guards and partitions, particularly in areas where it is difficult for individuals to remain at least 6 feet apart. Barriers can be useful in restaurant kitchens and at cash registers, host stands, or food pickup areas where maintaining physical distance of at least 6 feet is difficult.
- Provide physical guides, such as tape on floors or sidewalks and signage, to ensure that individuals remain at least 6 feet apart. Consider providing these guides where lines form, in the kitchen, and at the bar.

Farmington City Council Staff Report	Council Meeting Date: Dec. 6, 2021	Item Number 7
Submitted by: Melissa Andrade, Assistant to the City Manager		
Agenda Topic: New appointments to the Beautification Committee		
Proposed Motion: Move to appoint Alana Abdal and Sandy Smallish to serve 3-year terms on the Farmington Beautification Committee with the terms to end June 30, 2024.		
Background: The seat on the Beautification Committee is a 3-year term and will be from the time of appointment until 6/30/2024. Residents Alana Abdal and Sandy Smallish have applied for the vacancy. The Beautification Committee was established to consider and propose programs that improve the physical appearance of the community. In addition, the committee also participates in the annual Beautification Awards Program. The Beautification Committee consists of nine members serving staggered three-year terms. The Beautification Committee meets the second Tuesdays of the month from 6-7pm.		
Materials:		

Farmington City Council Staff Report	Council Meeting Date: Dec. 20, 2021	Reference Number 7D
-------------------------------------------------	------------------------------------------------	------------------------------------

Submitted by: City Manager David Murphy

Description Consideration of extension of Inspection Period under Agreement to Purchase and Develop Property related to the Maxfield Training Center and Grand River/Thomas Street parcels

Requested Action Approve a four-month extension to the inspection period under the Agreement to Purchase and Develop Property, and authorize the City Manager and City Attorney to finalize the correspondence amendment to the Purchase Agreement to be signed by the Mayor and City Clerk.

Background The City signed the Purchase Agreement with Robertson Bros for the sale and development of the Maxfield Training Center and two residential parcels effective August 31, 2021. The Agreement has various dates and benchmarks, one of which is a 120-day “Inspection Period” during which the developer is to review the condition of the property, both from an environmental standpoint and with regard to the suitability of the property for the contemplated development. A copy of the executed Agreement is attached. That period ends December 20.

Also attached is a copy of a letter from Robertson Bros seeking an extension of the inspection period. The letter describes the reason for the extension, but essentially it boils down to the developer’s contention that it is still reviewing the condition of the slope on the north side of the site leading down to the river.

While the letter from Robertson Bros does not specifically state it, an extension of the inspection period for four months effectively results in an extension of *all dates* under the Agreement that are currently relevant for a similar fourth-month period—essentially because the end of the inspection period is what triggers the developer’s obligation to file the application for a Planned Unit Development (PUD) approval, which in turn triggers most of the other relevant dates in the Agreement.

If Council determines to approve the extension, the Agreement for Purchase and Development will need to be correspondingly amended. The proposed motion authorizes that to be done administratively by the Mayor and Clerk.

Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager



December 13, 2021

City of Farmington Councilmembers

RE: Maxwell Training Center Redevelopment Property

Dear Mayor and Members of the Council,

Robertson Homes and its consultants have been diligently working on inspecting the former Maxwell Training Center site over the past several months. In conjunction with our understanding of the due diligence materials that were provided from the City's consultants, we have undertaken the following steps:

- a. Soils report (completed 9/20)
- b. Phase I environmental (completed 9/21)
- c. Title objection letter (completed 10/15)
- d. Sources and Use provided to City (completed 10/3)
- e. Architecture theme discussion with City (10/11)
- f. Released offsite survey (11/2)
- g. Received demo bid
- h. Preliminary engineering due diligence
- i. Offsite Survey (completed 11/29)

We believe that we have a firm handle on the suitability of the property itself for our proposed use. However, it has become evident that there are challenges to developing the property as envisioned due to the hillside that exists to the north of the site as it slopes down to the Shiawassee River. We have been working with the City's staff and consultants over multiple meetings, including a walk of the entire slope of the riverbank to the north and northeast of the property.

Our soils experts caution that there is risk developing close to the edge of the property as there has been erosion occurring over the years, thereby creating a less than ideal slope to build on top of. The solution to understanding the problem has been to complete an offsite survey that maps out the grade of the slope (completed recently by Nowak & Fraus), which will lead to a detailed slope study (to be completed by McDowell and Associates). This additional step will take time



to analyze, and we are requesting additional time to our due diligence period accordingly. Note that there are significant costs both already incurred for the survey work and to be incurred for the slope study.

Our consultants have indicated that there will be roughly four weeks for additional field work, which includes soil borings along the slope. An additional four weeks would be required for analysis and preparation of the report. We would assume that another four weeks would then be necessary to analyze the results in relation to how it affects our proposed site plan and what steps may be needed to stabilize the slope.

The results will also have bearing on the options for additional pedestrian conveyance from Downtown to Shiawassee Park. To that end, we have discussed the timing and costs that would be additionally incurred for studying a switchback pedestrian connection to be located east of the existing pedestrian bridge with G2 Consulting, which is the City's consultant. Assuming that G2 can be provided with foundation plans of the existing multi-story assisted living facility, an analysis for this portion of the slope for a potential pathway would take approximately two months and \$15,000 to \$20,000 in cost. This analysis would only involve an evaluation of the potential costs and site constraints and would not include construction plans to construct the pathway.

Our current due diligence period ends on December 29th. Therefore, we formally request an extension of four months from this date in order to fully analyze the current condition of the slope. We remain committed to developing this important project and we appreciate the consideration of this request.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Tim Loughrin', is positioned above the typed name.

Tim Loughrin | Director of Land Acquisition

Robertson Brothers Homes

6905 Telegraph Rd, Suite 200, Bloomfield Hills, MI 48301

Direct Dial: 248.282.1428 | Mobile: 248.752.7402

tloughrin@robertsonhomes.com

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON**

AGREEMENT TO PURCHASE AND DEVELOP PROPERTY

**MAXFIELD TRAINING CENTER PARCEL
AND
GRAND RIVER/THOMAS STREET PARCEL**

THIS AGREEMENT TO PURCHASE AND DEVELOP PROPERTY ("**Agreement**") is made as of the Effective Date (defined below), by and between the **CITY OF FARMINGTON**, a Michigan municipal corporation, whose address is 23600 Liberty Street, Farmington, MI 48335 ("**Seller**"), and Robertson Brothers Co., a Michigan corporation whose address is 6905 Telegraph Road Suite 200, Bloomfield Hills, MI 48301, on behalf of a future limited liability company ("**Purchaser**"). Seller and Purchaser are referred to individually as "**Party**" or collectively as the "**Parties.**"

RECITALS:

A. Seller owns certain real property located in the City of Farmington, commonly known as 33000 Thomas Street (Parcel Nos. 23-27-152-017 and 23-27-152-019) located in the City's downtown north of Grand River Avenue and east of Farmington Road (the "**MTC Parcel**"), currently improved with an unoccupied former school building that was purchased by Seller in 2020, and described and/or depicted on **Exhibit A** and attached hereto and incorporated herein by reference.

B. Seller also owns certain real property located in the City of Farmington comprising two separate parcels of land, commonly known as 33104 Grand River and 33107 Thomas Street, (Parcel Nos. 23-27-154-008 and 23-27-154-004 respectively), currently improved with single-family residential structures, one of which is occupied for commercial use the other vacant, located across Thomas Street from the MTC Parcel ("**Grand River/Thomas Street Parcel**") described and/or depicted on **Exhibit A** and attached hereto and incorporated herein by reference.

Together the MTC Parcel and the Grand River/Thomas Street Parcel are referred to in this Agreement as the "**Property.**"

C. The Property is zoned Commercial Business District (CBD).

D. Purchaser desires to acquire the Property with the intent and purpose of undertaking a residential development of for sale attached single-family units and related public improvements and amenities that both Parties believe may contribute to the redevelopment and economic revitalization of the downtown area of Farmington, following the demolition of buildings on the

Property and the environmental remediation of the site to allow for unrestricted residential use (the foregoing collectively being referred to in this Agreement as the "**Intended Use**" or the "**Project**," with additional description throughout this Agreement). Purchaser has represented to Seller that it has the qualifications and financial ability to develop the land in accordance with this Agreement. More specifically, Purchaser has prepared a submission in response to Seller's Request for Qualifications (RFQ) and has responded to further requests for information and clarifications that outline a development process, including a Concept Plan and financing approach for developing the Property, all of which Seller has reviewed and considered prior to determining to enter into this Agreement with Purchaser.

E. Seller believes that the development of the Property pursuant to this Agreement and the fulfillment generally of this Agreement, including the use of the PUD process to determine if Purchaser's proposed development of the Property, are in the best interests of the City of Farmington and the health, safety, and welfare of its residents.

F. This Agreement is intended by the Parties to result in a transfer of the Property to the Purchaser, contingent upon discretionary development approvals and other conditions, that will result in:

- (i) properly-completed demolition and asbestos abatement by Purchaser of the buildings located on the Property;
- (ii) environmental remediation by Purchaser of any and all subsurface contamination currently located on the Property to a level of unrestricted residential use criteria;
- (iii) public amenities as defined herein to facilitate access from Grand River Avenue through the Property to Shiawassee Park, including a pass-through for pedestrian access, parking improvements, and other improvements to be determined at the time of Development Approval;
- (iv) infrastructure improvements as defined herein to improve Thomas Street and the area surrounding the Property generally; and
- (v) redevelopment of the Property into a coordinated, harmonious residential development of for sale attached single-family units making use of exemplary architecture and site design as part of the development process that must be acceptable to the Seller.

It is the Parties' intention that the redevelopment of the Property will be accomplished only through approval of a Planned Unit Development (PUD) and related PUD Agreement, the terms and conditions of which must be mutually agreed to by the Parties and will become effective contemporaneous with the Closing on the sale of the Property. The PUD shall include provision for public improvements and public amenities connecting Grand River Avenue to Shiawassee Park through the Grand River/Thomas Street Parcel. Seller makes no representation as to whether the PUD will be approved and reserves all rights as to that determination.

With regard to the asbestos abatement, demolition, and environmental remediation of the Property, it is the Parties' intention that Purchaser will use Tax Increment Financing (TIF) funding that will accomplish any such work through the implementation of a Brownfield Plan approved by the Brownfield Redevelopment Authority (BRA) of the City of Farmington and/or Oakland County as provided by law, the terms and conditions of which must be mutually agreed to by the Parties. If mutually agreed to by the Parties, the Parties will work with the State of Michigan to secure approval for the use of state school tax increment revenues under a completed Act 381 Work

Plan(s) to assist with the TIF funding toward the asbestos abatement, demolition, and environmental remediation; provided that, if Purchaser works in good faith to secure such state funding and it is denied, funding through the local (City or County) BRA will be pursued. The Parties similarly intend for Purchaser to use Tax Increment Financing (TIF) funding for infrastructure improvements and public amenities through its Downtown Development Authority (DDA), subject to approval by the DDA, and further subject to mutual agreement of the Parties.

G. Seller has agreed to sell and Purchaser has agreed to purchase the Property subject to and upon the terms, conditions, covenants, and restrictions of this Agreement. Purchaser has agreed that, because Seller secured ownership of the Property for the express purpose of facilitating and accomplishing a residential development and a pedestrian connection from Grand River to Shiawassee park, in a form and manner approved by Seller, this Agreement will include deed restrictions intended to guarantee the initial development of the Property consistent with that intention by Seller.

The Parties also understand that the infrastructure improvements and public amenities to be constructed on the Grand River/Thomas Street Parcel will be owned by Seller (or its DDA), and that it is the Parties' intention that, at such time as these improvements have been completed, the Grand River/Thomas Street Parcel will be re-conveyed to Seller (or Seller's DDA), free of any liens or encumbrances.

AGREEMENT:

NOW, THEREFORE, for the consideration of the terms, covenants, and conditions set forth in this Agreement, Seller and Purchaser agree as follows:

1. Definitions. In addition to the words and phrases in quotations and as defined above and elsewhere in this Agreement, the following words and phrases are hereby defined for use in the provisions of this Agreement:

(a) "Closing": The meeting of Purchaser and Seller at which the conveyance of the Property to Purchaser for the Purchase Price shall be consummated as provided in this Agreement.

(b) "Closing Date": Sixty (60) days after satisfaction of the Conditions to Closing. Notwithstanding any other date(s) set forth in this Agreement, in the event all Conditions to Closing set forth in Section 7 are not satisfied or waived within one (1) year following the Effective Date, then, if the Parties have not terminated the Agreement in accordance with the terms and conditions hereof, this Agreement shall automatically terminate, whereupon the Deposit shall be promptly returned to Purchaser and this Agreement shall thereafter be of no further force or effect and all liability and obligations under this Agreement shall be terminated, unless the Seller and Purchaser stipulate in writing to extend the Closing to a date certain, in which case the date specified in that written stipulation shall be the Closing Date.

(c) "Conditions to Closing": The conditions precedent to the Parties' obligations to purchase and sell the Property, which are all of the conditions set forth in Section 7 below.

(d) "Deposit": An earnest money deposit by Purchaser in the amount of Fifty Thousand Dollars and 00/100 (\$50,000.00).

(e) **"Effective Date"**: The date on which the last Party has signed this Agreement.

(f) **"Infrastructure Improvements"**: Infrastructure that is located within public right-of-ways or easements, consisting generally of public and private physical structures, such as, but not limited to, streets, pedestrian and bike trails/connectors, water, sanitary, storm, electric, gas, telecommunications (including internet connectivity and fiber/broadband access), and landscaping.

(g) **"Inspection Period"**: One Hundred and Twenty (120) days following the Effective Date unless extended in writing by the Parties.

(h) **"Permitted Exceptions"**: (i) The encumbrances or exceptions shown in the Title Commitment or Survey that are (1) not objected to by Purchaser as provided in Section 4; (2) objected to by Purchaser but cured by Seller as provided in Section 4; or (3) objected to by Purchaser, not cured by Seller, but then are waived by Purchaser as provided in Section 4; and also (ii) the lien for property taxes not yet due and payable as of the Closing.

(i) **"Public Amenities"**: Areas defined as resources or facilities that are publicly owned, maintained, and operated for public use and/or are services provided to the public, such as, but not limited, to seating areas, streetscape enhancements, lighting, trash receptacles, signage, connectors, crosswalks, bumpouts, and landscaping.

(j) **"Purchase Price"**: For the MTC Parcel, Seven Hundred and Fifty Thousand Dollars and 00/100 (\$750,000.00). For the Grand River/Thomas Street Parcel, Five Hundred Thousand Dollars and 00/100 (\$500,000.00)

(k) **"Purchaser's Attorney"**: C. Kim Shierk, 380 N. Old Woodward, Suite 300, Birmingham, MI 48009-5322, or such other attorney designated by Purchaser in writing to Seller.

(l) **"Seller's Attorney"**: Rosati Schultz Joppich & Amtsbuechler, PC, Attn. Thomas R. Schultz, Esq., 27555 Executive Drive, Ste. 250, Farmington Hills, MI 48331, (248) 489-4100, or such other attorney designated by Seller in writing to Purchaser.

(m) **"Title Commitment"**: A commitment for an ALTA owner's policy of title insurance issued by the Title Company in an amount not less than the Purchase Price bearing a date later than the Effective Date committing the Title Company to insure Purchaser as the fee simple owner of the Property by the issuance of the owner's policy ("**Title Policy**") at Closing.

(n) **"Title Company"**: First American Title Insurance Company.

2. Sale and Conveyance with Restrictions. On and subject to the terms, conditions, covenants, and restrictions of this Agreement, Seller agrees to sell the Property, together with all buildings and improvements thereon, and any easements, rights, and interests appurtenant thereto, including any water or mineral rights, and all land division rights to Purchaser, but not including any rights or interests of any kind that Seller has or holds, or to which it is entitled, by virtue of its status as the municipal corporation of the City of Farmington, and Purchaser agrees to purchase the Property from Seller for the Purchase Price.

3. Deposit. Within three (3) business days after the Effective Date, Purchaser shall deliver the Deposit to the Title Company. The Deposit shall be held by the Title Company in escrow in strict accordance with the terms of this Agreement. The Deposit shall be refundable as provided in this Agreement. The entire Deposit shall be applied to the Purchase Price at Closing.

(a) Escrow Instructions. Purchaser and Seller shall each promptly deposit a copy of this Agreement executed by such Party (or either of them shall deposit a copy executed by both Purchaser and Seller) with the Title Company, and, upon receipt of the Deposit from Purchaser, the Title Company shall immediately execute this Agreement where provided below. This Agreement, together with such further instructions, if any, as the Parties shall provide to the Title Company by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of the Title Company hereunder are not acceptable to the Title Company, or if the Title Company requires additional instructions, the Parties hereto agree to make such deletions, substitutions, and additions hereto as counsel for Purchaser and Seller shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise agreed by the Parties.

4. Title and Survey Conditions.

(a) Title Commitment. As evidence of title to the Property, Seller shall furnish to Purchaser, at Seller's expense, within fourteen (14) days after the Effective Date, the Title Commitment. The Title Commitment shall be delivered to Purchaser together with copies of all recorded documents evidencing title exceptions raised in Schedule B of the Title Commitment. The Title Commitment shall evidence fee simple title to the Property in Purchaser, subject only to the Permitted Exceptions, and shall include the coverages and the endorsements required by Purchaser.

(b) Survey. Within sixty (60) days after Purchaser's receipt of the Title Commitment, Purchaser shall have the right to complete, at its own expense, a Survey of the Property in accordance with Purchaser's survey requirements.

(c) Title and Survey Objections. Purchaser shall have ten (10) days after the date on which Purchaser receives the Title Commitment within which to notify Seller ("**Notice of Title Objections**") of any objections it has to the Title Commitment for the Property ("**Title Objections**") and ten (10) days after the date on which Purchaser receives the Survey within which to notify Seller ("**Notice of Survey Objections**") of any objections it has to the Survey ("**Survey Objections**"). If Purchaser fails to timely deliver the Notice of Title Objections or the Notice of Survey Objections, Purchaser shall be deemed to have waived such right to object to any matters in the Title Commitment or the Survey, respectively, and all such matters shall constitute Permitted Exceptions as provided herein. Except as otherwise permitted herein, Seller shall have thirty (30) days from the date of such Notice of Title Objections or Notice of Survey Objections, respectively, to cure such Objections ("**Cure Period**"). Affirmative title insurance over a Title Objection shall be deemed a cure for such Title Objection. With respect to any Title Objections or Survey Objections of which Seller is timely notified and which Seller does not cure and provide Purchaser with proof of such cure within the Cure Period, Purchaser thereafter may either (i) waive its uncured Title Objections or Survey Objections and accept title subject to such remaining Title Objections and/or Survey Objections and proceed under this Agreement, or (ii) terminate this Agreement with a written notice delivered to Seller at any time prior to the expiration of the Inspection Period, whereupon the Deposit shall be promptly returned to

Purchaser as its sole and exclusive remedy and this Agreement shall thereafter be of no further force or effect and all liability and obligations under this Agreement shall be terminated.

5. Entry; Purchaser's Right of Inspection. During the Inspection Period, and subject to the limitations herein, Purchaser and its representatives, consultants, and contractors shall have the right and license to enter upon the Property to undertake such activities thereon as Purchaser deems reasonably necessary or appropriate, in Purchaser's sole discretion, to enable Purchaser to investigate the condition of the Property and otherwise to satisfy itself with respect to the Conditions, including the feasibility of any of the Intended Use. Without limiting the generality of the foregoing, Purchaser shall have the right to conduct physical inspections, geotechnical testing, soils investigation, and environmental assessments of the Property, including the procurement and analysis of samples of soil, groundwater, bottomlands, surface water or any other environmental medium and any other inspections and testing deemed necessary or appropriate by Purchaser, in its sole discretion. If Purchaser's inspections or assessments cause damage to the Property, and Purchaser fails to close, Purchaser shall, at its sole expense, restore the Property to substantially the same condition that existed prior to the entry onto the Property by Purchaser or its representatives. Purchaser shall give reasonable notice of any intended entry onto the Property. No entry into any building on the Property shall be permitted without 48 hours' notice to Seller. A representative of Seller must accompany Purchaser and/or its agents in any inspection of a building, and Seller agrees to make a representative available at the time of entry requested by Purchaser during normal business hours. No invasive or damaging activities may occur as part of any inspection of a building on the Property except with the express authorization of Seller's representative.

Purchaser shall indemnify and hold harmless Seller against any and all claims, damages, liabilities, and expenses, including but not limited to reasonable attorneys' fees, incurred by or asserted against the City which arise out of or are related to any of Purchaser's activities under this Section. The provisions of this Section shall survive Closing of this transaction.

In the event Purchaser desires to terminate this Agreement for any reason during the Inspection Period, then Purchaser may do so upon written notice to Seller delivered not later than the expiration of the Inspection Period, the Deposit shall be refunded to Purchaser and this Agreement shall thereafter be of no further force or effect and all liability and obligations under this Agreement shall be terminated. In the event Purchaser fails to timely deliver such termination notice to Seller, then Purchaser waives its right to terminate this Agreement pursuant to this Section 5.

6. Environmental Disclosure; Waiver; Release. Seller has advised Purchaser and Purchaser acknowledges that parts of the MTC Parcel contain hazardous materials in excess of the residential clean-up criteria and the MTC Parcel is therefore a "facility" under applicable Environmental Protection Laws. Seller, in connection with its acquisition of the MTC Parcel, had a Baseline Environmental Assessment ("BEA") undertaken at Seller's expense. A copy of the Seller's BEA has been provided to Purchaser, as have the related Phase I and Phase II Environmental Site Assessments obtained by Seller for the MTC Parcel.

Seller makes no other representations with regard to the environmental condition of the Property, and specifically with respect to the Grand River/Thomas Street Parcel, and expressly disclaims any warranties, covenants, or guarantees, whether express or implied, regarding the environmental condition of the Property.

(1) Disclaimer and Release. The Closing of the transaction contemplated by this Agreement shall constitute Purchaser's acceptance of the Property in its present environmental condition and physical condition on an "as is," "where is," and "with all faults and defects" basis, regardless of how such faults and defects were caused or created (by the negligence, actions, omissions, or fault of Seller or otherwise), and Purchaser acknowledges that without this acceptance, this sale by Seller would not be made, and the Seller shall not be under any obligation whatsoever to undertake any improvement, repair, modification, alteration, remediation, or other work of any kind regarding any of the Property.

Seller is expressly released by Purchaser and its successors and assigns from any and all responsibilities, liabilities, obligations, and claims of Purchaser known and unknown, whether based on negligence, strict liability, or otherwise, arising under Environmental Protection Laws, common law, or any other legal requirement, including any obligations to take the Property back or reduce the purchase price and any actions for contribution, indemnity, or to improve, repair, or otherwise modify the physical condition of the Property, that Purchaser or its successors or assigns may have against Seller, based in whole or in part on the presence of hazardous materials or other environmental contamination on, at, under, or emanating from the Property or arising from the Environmental Condition or physical condition of the Property, regardless of how caused or created (by the negligence, actions, omissions, or fault of Seller, pursuant to any statutory scheme of strict liability, or otherwise). Purchaser further acknowledges that the provisions of this disclaimer have been fully explained to Purchaser and that it fully understands and accepts the same as a condition to proceeding with this transaction. Purchaser acknowledges that Seller's employees, agents, or representatives have not made any statements or representations contrary to the provisions of this section. In entering into and performing this Agreement, Purchaser has relied, and will rely, solely on its independent investigation of and judgment regarding the Property and its value.

(2) Indemnification of Seller by Purchaser. From and after Closing, to the fullest extent permitted by law, Purchaser agrees to indemnify and hold harmless Seller and its elected and appointed officials, employees, and agents from and against any and all losses, liabilities, claims, strict liability claims, lawsuits, fines, penalties, judgments, expenses (including, but not limited to, reasonable attorney fees), environmental abatement, investigation, remediation and cleanup costs, and damages in connection with personal injuries, death, or damage to property or the environment relating or pertaining to any Environmental Condition in, on, or emanating from the Property, or any Environmental Claim, regardless of whether such Environmental Condition or Environmental Claim arises or is asserted pre-closing or post-closing, and/or arising after Closing from Purchaser's possession, use, or operation of the Property, regardless of whether such injuries/death/damage are caused by or arise from a third party's negligence, actions, or omissions.

(3) Survives Closing. The provisions of this Section 6 shall survive closing.

For purposes of this Agreement, the following terms shall be defined as follows:

(i) **"Environmental Condition"** means any condition or conditions affecting or relating to the existing building on the property, air, soil, groundwater, or surface water at or about the Property and any failure to comply with governmental requirements, including Environmental Protection Laws, relating to such condition or conditions, which could or

does require remediation, including abatement, investigation, containment, or removal and/or which could result in Environmental Claim(s).

(ii) **"Environmental Claim(s)"** means all claims, causes of action, liabilities, damages, losses, costs, or expenses (including reasonable attorney and environmental consultant fees) relating to the prevention, abatement, investigation, remediation, release, or elimination of pollution or contamination, the violation of Environmental Protection Laws, or the application of Environmental Protection Laws pertaining to the condition of the Property and the migration of existing pollution onto or under other property. Environmental Claim(s) includes claims arising from application of Environmental Protection Laws to the condition of the Property, as well as any and all claims by third parties and by governmental or quasigovernmental entities no matter how such claims arise.

(iii) **"Environmental Protection Laws"** mean any and all current or future laws, statutes, rules, regulations, and judicial interpretations of the United States, of any state or local government, or of any other governmental or quasigovernmental authority having jurisdiction that relate to the prevention, abatement, investigation, remediation, or elimination of pollution and/or protection of the environment, including but not limited to those federal statutes commonly known as the Solid Waste Disposal Act of 1970, as amended; the Resource Conservation and Recovery Act of 1976, as amended; the Clean Water Act, as amended; the Clean Air Act, as amended; the Safe Drinking Water Act, as amended; the Migratory Bird Treaty Act, as amended; the Toxic Substances Control Act, as amended; and the Hazardous Materials Transportation Act, as amended; together with any and all other applicable federal, state, and local statutes, laws, rules, and regulations serving any similar or related purpose.

7. Conditions to Closing. Purchaser's obligation to close and purchase the Property, and Seller's obligations to close and sell the Property are expressly conditioned upon the satisfaction of these Conditions to Closing.

(a) Financing Condition. Purchaser shall be responsible for securing financing for the acquisition and development of the Property for the Intended Use, including the Infrastructure Improvements, Public Amenities, environmental remediation, and home construction, subject to the terms and conditions in the Agreement. Within thirty (30) days of the Effective Date of this Agreement, Purchaser shall prepare and submit to the Seller a plan for the financing of the Intended Use that identifies all of Purchaser's sources and uses of funds and evidences the Purchaser's ability to fully construct the Intended Use, which can include equity, bank financing, grants, and assistance by others (including Seller, on terms and conditions acceptable to it) through financial incentives as described herein.

(b) Financial Incentives Condition. The Parties acknowledge and agree that Purchaser intends to seek certain financial incentives to assist with the total cost relating to the conditions of the Purchaser's Property requiring asbestos abatement, demolition, environmental activities, and certain infrastructure improvements and/or public amenities (the **"Financial Incentives"**). The Financial Incentives are anticipated to include TIF funding or other funding opportunities to assist in recovering the costs of asbestos abatement, demolition, environmental activities, infrastructure improvements and/or public amenities. The TIF funding, at a minimum, will include:

- (i) **Brownfield Approvals.** Pursuant to the terms of the Brownfield Redevelopment Financing Act, 1996 PA 381 (the "Brownfield Act"), Purchaser's obligation to purchase any or all of the Property is subject to and contingent upon (i) Purchaser's satisfaction that the Property can be feasibly and economically used for the intended uses with any asbestos abatement, demolition, and environmental activities deemed necessary by Purchaser to achieve unrestricted residential use criteria, in its discretion, and (ii) adoption of Purchaser's submitted Brownfield Plan by the applicable local governing bodies, and any Act 381 Work Plan approval(s) by the applicable State of Michigan agencies (collectively, the "**Brownfield Approvals**"), with any modifications or conditions acceptable to Purchaser in its discretion, however, that nothing herein contained constitutes a representation or warranty that the Brownfield Plan or Act 381 Work Plan will be approved by the governing bodies at the local or state levels.
- (ii) **DDA Approvals.** Pursuant to the terms of the Re-codified Tax Increment Financing Act, 2018 PA 67 (the "TIF Act"), Purchaser's obligation to purchase any or all of the Property is subject to and contingent upon Purchaser securing approvals from the appropriate regulatory authorities, including, but not limited to, the City Council and the DDA, of TIF financing for the Public Amenities and certain Infrastructure Improvements (the "**DDA Approvals**").

Seller makes no representation in this Agreement that the Brownfield Plan, Act 381 Work Plan, or DDA TIF Financing will be approved. Seller acknowledges that if the state school tax revenues are not included in the Act 381 Plan, Purchaser may seek additional funding from the City or County BRA, as applicable, as well as interest as a part of its Brownfield Approvals and DDA Approvals. Notwithstanding anything else in this Agreement, however, Seller retains all its right and discretion under applicable laws and ordinances to approve, reject, or approve with conditions any proposed Brownfield Plan, Act 381 Work Plan, or DDA TIF Plans, and this Agreement does not limit or waive its review and approval authority in connection with those plans in any way. Seller's approval, or State of Michigan's approval, of the proposed Brownfield Plan, Act 381 Work Plan, or DDA TIF Plans is not guaranteed. Seller's failure, or State of Michigan's failure, to approve the proposed Brownfield Plan, Act 381 Work Plan, or DDA TIF Plans, or related plans shall not constitute a default or breach for the purposes of this Agreement.

(c) **Development Approval Condition.** In accordance with the schedule in subsection (d) below, Purchaser shall submit a complete application for approval of a Planned Unit Development ("**PUD**") pursuant to Article 10 of the City's Zoning Ordinance ("**Zoning Ordinance**") to develop and construct the Intended Use on the Property that complies with the Zoning Ordinance requirements for a PUD Plan and that contains all plans, maps, elevations, details, and information required by the Zoning Ordinance and other applicable ordinances of the City ("**PUD Approval**"). Following submittal of such application, Purchaser shall supplement its application materials as necessary to address issues, if any, raised by the City of Farmington Planning Commission and City Council upon review. Purchaser shall diligently pursue PUD Plan Approval. The PUD Agreement shall provide that the Property shall be developed in accordance with its provisions and the PUD Plan and Agreement, that the PUD Approval and PUD Agreement are binding on Purchaser and its successors and assigns, and that the PUD Agreement shall be recorded at the Oakland County Register of Deeds and run with the land.

In order to induce Seller to enter into this Agreement, Purchaser represents and warrants to Seller that the PUD application and related plans and other documents submitted by Purchaser will seek approval of the Intended Use only in accordance with the following:

- (i) **For Sale Single-Family Attached Use of the MTC Parcel.** Purchaser's application for PUD approval and thereafter all other development documents shall seek approval of a use on the MTC Parcel that is exclusively for-sale attached single-family units, together with all required site improvements therefor, and also include public improvements for access to and connection with Shiawassee Park and public amenities all throughout the Parcel. The parties acknowledge that Purchaser submitted a preliminary conceptual plan and development proposal (the "Concept Plan") as part of its response to Seller's RFQ. The Parties agree that the Concept Plan is only an illustration of potential development and the Purchaser's PUD application may differ from the Concept Plan. However, the Parties further acknowledge and agree that the Seller took the Concept Plan, and also the additional information and materials submitted by Purchaser throughout the RFQ review and response process, into consideration in determining to enter into this Agreement. Because the Property is located in a very prominent part of the City, in its Downtown area, the look and feel of any proposed development is of paramount importance to Seller. The City of Farmington, as the seller of the Property and as the regulatory authority responsible for approving any development of the Property, will require the submission of detailed plans showing a high quality of architectural design, building elevations, building materials, and site layout as part of the PUD approval process. By entering into this Agreement, Purchaser acknowledges the expectation of Seller for the development to meet these high standards.
- (ii) **Public Use of the Grand River/Thomas Street Parcel; Re-Conveyance upon Completion.** Purchaser's application for PUD approval shall include public pedestrian pass-through and possible parking improvements for the Grand River/Thomas Parcel, and park-like amenities throughout the entire Parcel. It is the Parties' intention that, while the Grand River/Thomas Street Parcel will be improved by Purchaser with various public improvements and amenities, it will initially be conveyed to Purchaser along with the MTC Parcel, and once the required and approved improvements are made as required by the PUD, the Grand River/Thomas Street parcel will be reconveyed to the City, together with the completed improvements thereon, free of any encumbrances except as to any public utilities located therein, at no cost or charge to the City. The details of such re-conveyance shall be determined at the time of and as part of the PUD Agreement approval.
- (iii) **Seller Design and Determination of Public Amenities.** Purchaser acknowledges and agrees that in addition to securing a development with the Intended Use of the Property as described in (i) and (ii) immediately above, Seller's expectation in selling the Property to Purchaser is to have the Purchaser finance and construct the various public improvements and public amenities to be described in the approved PUD. However, it is also the Seller's expectation that these public improvements and public amenities shall be primarily

designed by Seller during the design, review, and approval phases of the overall development, because they are intended to be public benefits as part of the PUD and a fundamental purpose of this Agreement. Seller acknowledges that the scope, extent, and relative cost of the public improvements/amenities as approved are intended to be commensurate with the scope, extent, and cost of the overall project and the financial incentives described in this Agreement and Concept Plan.

Seller makes no representation in this Agreement that the PUD, PUD Plan, PUD Agreement, or site plan(s) will be approved. Notwithstanding anything else in this Agreement, Seller retains all its right and discretion under applicable laws and ordinances to approve, reject, or approve with conditions any proposed PUD, PUD Plan, PUD Agreement, and related plans, and this Agreement does not limit or waive its zoning or police power authority in any way, including the relation of the proposed plans and improvements to adjacent properties and the existing and future or planned road rights-of-way. Seller's approval of the PUD Plan, PUD Agreement, and other development related submissions is not guaranteed. Seller's failure to approve the PUD, the PUD Plan, the PUD Agreement, or related plans shall not constitute a default or breach for the purposes of this Agreement.

(d) Satisfaction of Conditions; Timing, Schedule/Dates for Submission and Approval.

The following apply to the Conditions listed in subsections (a), (b), and (c) above:

- (i) **Financing Approval.** Within sixty (60) days after the PUD, Brownfield, and DDA TIF Plan Approvals are obtained, Purchaser shall have satisfied all lender requirements and shall have secured binding commitments for financing the acquisition and development of the Property for the Intended Use. Should Purchaser fail to secure the required financing, then upon fourteen (14) days' notice either Party may terminate this Agreement and the Agreement shall be without further force and effect and Purchaser shall receive a full reimbursement of the Deposit as its sole and exclusive remedy.
- (ii) **Brownfield Approvals.** Purchaser shall submit a complete Brownfield Plan (and Act 381 work Plan, if applicable) to the applicable local governing bodies prior to or concurrent with the submission of the PUD Plan to the City Council following Planning Commission recommendation, and shall thereafter diligently pursue approval thereof. Seller agrees to process and review Purchaser's submittals on a timely basis under applicable laws and ordinances.
- (iii) **DDA Approval.** Purchaser shall submit a complete DDA TIF Plan to the applicable local governing bodies prior to or concurrent with the submission of the PUD Plan to the City Council following Planning Commission recommendation, and shall thereafter diligently pursue approval thereof. Seller agrees to process and review Purchaser's submittals on a timely basis under applicable laws and ordinances.

(iv) **Development Approval.**

- a. **PUD Approval.** Purchaser shall submit a full and complete application for PUD Approval within sixty (60) days of the end of the Inspection Period and shall diligently pursue approval of the PUD thereafter. Seller agrees to process and review Purchaser's submittals on a timely basis under applicable laws and ordinances. In the event the Parties comply in good faith with this provision, but the PUD is not approved within one hundred and eighty (180) days following the date of submission by Purchaser of a complete PUD application, then upon fourteen (14) days' notice either Party may terminate this Agreement and the Agreement shall be without further force and effect and Purchaser shall receive a full reimbursement of the Deposit as its sole and exclusive remedy.
- b. **Other Development Requirements.** Following PUD Approval, Purchaser shall within sixty (60) days submit all other required applications and related materials for final development approval and issuance of permits for the commencement of development, including, but not limited to, final site plan and engineering plan approvals, stormwater approvals, right-of-way approvals, utility approvals, demolition and abatement approvals, soil erosion approvals, and the like. Seller agrees to process and review Purchaser's submittals on a timely basis under applicable laws and ordinances. In the event Purchaser has not secured all other development approvals within ninety (90) days of the date of PUD Plan and PUD Agreement approval, then upon fourteen (14) days' notice either Party may terminate this Agreement and the Agreement shall be without further force and effect and Purchaser shall receive a full reimbursement of the Deposit as its sole and exclusive remedy.
- c. **Performance Guarantees.** Purchaser acknowledges and understands that it will be required to provide performance and financial guarantees for the completion of improvements, including, without limitation, right-of-way improvements, water mains, sanitary sewers, storm drains, and landscaping, tree-planting, and public amenities, and at the Seller's option for the demolition of incomplete buildings and other improvements and to restore the site in the event of Purchaser's failure or inability to complete same. Such financial guarantees may include cash deposits or letters of credit as allowed by the current provisions of the City's Code of Ordinances as determined by the City, or surety bonds if permitted by the City in its discretion. Purchaser acknowledges the need for such performance and financial guarantees given the prominent location of the Project and its impact upon the City.

In addition to the above-described performance guarantees, at the time of Closing Purchaser shall be required to provide a cash deposit or letter of credit in an amount, to be reasonably determined by the City, sufficient to cover the cost of demolition of the existing

structures on the Property in the event Purchaser fails to undertake or complete such demolition as provided in Section 9 below. Seller acknowledges that Purchaser shall seek to include fees associated with these Performance Guarantees as an eligible activity as a part of its Brownfield Plan and DDA TIF Plan to the extent allowable by law.

8. Closing. The Closing on the Property shall occur on the Closing Date, unless this Agreement is terminated on an earlier date pursuant to its terms. At the Closing, Seller shall execute and deliver to Purchaser (i) a warranty deed ("**Warranty Deed**") conveying the Property to Purchaser or Purchaser's assignee or designee free and clear of all liens, claims, and encumbrances except for the Permitted Exceptions and the PUD Agreement; and (ii) an owner's affidavit executed by Seller and in form and substance acceptable to the Title Company to remove the standard exceptions from title.

(a) At the Closing, Purchaser shall pay the Purchase Price, less the Deposit, to Seller, via federal wire transfer of funds or title company check, as adjusted by the adjustments provided below. Purchaser shall direct the Title Company to deliver the Deposit to Seller.

(b) At the Closing, Seller and Purchaser shall mutually execute and deliver to one another a closing statement setting forth the following adjustments and prorations: (i) All accrued general real estate and ad valorem taxes for the current year applicable to the Property, if any, shall be prorated on a "due date" basis in accordance with local custom as though paid in advance. Prior to or at Closing, Seller shall pay or have paid all tax bills that are due and payable prior to or on the Closing Date and shall furnish evidence of such payment to Purchaser and the Title Company. All general and special assessments shall be paid in full by Seller prior to or on the Closing Date. (ii) The Deposit shall be applied as a credit against the Purchase Price. (iii) All recording fees and all state and county transfer taxes (if any) shall be paid by Seller. (iv) Seller shall pay all title insurance premiums of the Title Company. (v) Purchaser shall pay any standard closing fees and costs charged by the Title Company. (vi) Each Party shall pay their respective attorney fees.

(c) At the Closing, Seller shall cause the Title Company to issue the Title Policy or hand mark the Title Commitment as an effective title insurance policy insuring marketable title to the Property in Purchaser in the full amount of the Purchase Price as of the date and time of Closing, subject only to the Permitted Exceptions and with those endorsements required by Purchaser and its lender.

(d) At the Closing, Seller shall deliver exclusive possession of the Property to Purchaser, free and clear of any tenancy or right of occupancy.

(e) At the Closing, the Parties shall deliver any and all documentation reasonably required by Purchaser, Seller, their attorneys (if any), and/or the Title Company to consummate the transaction described herein in accordance with the terms and conditions of this Agreement.

9. Timing and Schedule for Development following Closing.

Purchaser shall promptly begin and diligently prosecute to completion the construction of the Project on the purchased Property according to the PUD Agreement. Such construction shall

commence no later than forty-five (45) calendar days from the Closing Date, and thereafter proceed in accordance with and be completed by the date of completion of construction set forth in the schedule below. For purposes of this Section 9, commencement of construction shall include the demolition of buildings, environmental remediation, infrastructure improvements, and public amenities. Unless modified by the PUD Agreement, the following shall apply to the development of the Property for the Intended Use:

- (a) Demolition of Buildings.** Purchaser shall complete the demolition of the buildings and asbestos abatement within ninety (90) days following the Seller's issuance and Purchaser's receipt of demolition permits. Purchaser shall secure all required permits and approvals from the City of Farmington and other governmental entities and shall comply with all rules, regulations, ordinances, and laws regarding same.
- (b) Environmental remediation.** Purchaser shall complete the environmental remediation by of any and all subsurface contamination currently located on the Property to a level of unrestricted residential use criteria within one hundred and twenty (120) days of the Closing Date.
- (c) Infrastructure Improvements.** Purchaser shall complete construction of the approved Infrastructure Improvements on the Property within two hundred and ten (210) days of the Closing Date. In the event weather conditions preclude final paving of the roads within the Development, Purchaser may delay such paving only until conditions allow completion.
- (d) Public Amenities.** Purchaser shall complete construction or installation of the approved Public Amenities within one (1) year of the Closing Date, provided that Purchaser may request an extension of time for a reasonable period to complete construction or installation of amenities *other than* those to be located on or adjacent to the Grand River/Thomas Street Parcel on the basis that area is under construction for building uses and the site would not be safe for public use. Seller shall not unreasonably withhold such extension.
- (e) Completion of All Building Construction.** Purchaser shall commence construction of the homes under the approved PUD Plan within one hundred and eighty (180) days of Closing. Purchaser shall prosecute construction of the homes with due diligence and shall not permit construction to cease or be halted for more than fifteen (15) consecutive days unless due to a Force Majeure event as defined below. Purchaser shall complete construction of all homes on the site, and all related site improvements within two (2) years of Closing. For purposes of this provision, completion of construction shall mean issuance of all certificates of occupancy for all homes shown on the final PUD site plan documents. If at the end of the two (2) year period construction of all buildings is not complete, but Purchaser is diligently working to complete construction, the date of completion of construction shall be extended for a period of two (2) years.

Purchaser expressly acknowledges that Seller's purpose in acquiring the Property and selling it to a developer is to ensure that the Property will be put to the Intended Use within a reasonable period of time.

10. Default and Remedies before Closing.

(a) Default by Seller. In the event that Seller should default or fail to meet the time requirements herein, or fail to consummate the transactions contemplated by this Agreement for any reason except for (i) Purchaser's default, which such default is not cured within ten (10) days

after written notice from Purchaser, or (ii) failure on the part of the City of Farmington to approve the PUD application and PUD plan, or the Brownfield Plan, the DDA Plan, or the Financial Incentives relating thereto, then Purchaser may either (a) terminate this Agreement by giving prompt written notice thereof to Seller, upon which the Deposit shall be refunded to Purchaser in full and the Parties shall have no further obligations under this Agreement, or (b) specifically enforce this Agreement; provided, however, that in the event that such failure of Seller was beyond Seller's reasonable control, Purchaser's sole remedy shall be to so terminate this Agreement; and provided, further, in the event Purchaser elects to specifically enforce this Agreement it must institute such action within thirty (30) days following Seller's default, failing which Purchaser shall be deemed to have waived the right to pursue specific performance.

(b) Default by Purchaser. In the event Purchaser should default or otherwise fail to meet the time requirements herein, or fails to consummate the transaction contemplated herein for any reason except for Seller's default or the failure of any of the Conditions to Closing to be satisfied or waived, which such default is not cured within ten (10) days after written notice from Seller, then Seller may retain the entire Deposit and terminate this Agreement by giving prompt written notice thereof to Purchaser, as its sole and exclusive remedy and the Parties shall have no further obligations under this Agreement.

11. Purchaser Default after Conveyance. In the event Purchaser fails, following Closing, to undertake or complete the obligations or requirements in this Agreement regarding either the demolition work contemplated in Section 9(a) above or construction of the Infrastructure Improvements work contemplated in Section 9(c) above, and if Purchaser fails to cure such default within thirty (30) days of receipt of written notice from Seller, Seller shall have the right, without concurrence or approval of any kind from Purchaser, and regardless of Purchaser's objection, to undertake any or all of the following:

- (a) Specifically enforce the obligations of the Purchaser under this Agreement;
- (b) Recover all damages resulting from Purchaser's failure to perform or breach of this Agreement, including any and all attorneys' fees and costs incurred by the City in the enforcement of this Agreement;
- (d) Terminate, revoke, or invalidate any and all Financial Incentives, including in relation to the environmental clean-up, the Brownfield Plan, and the DDA TIF Plan only as to costs that have yet to be incurred by Purchaser.
- (c) Enter upon the Property to demolish the structures existing at the time of Closing on the Property, including the school and homes and related improvements existing at the time of Closing, utilizing the performance or financial guarantees described in Section 7 above.

The PUD Agreement shall also provide appropriate remedies for Seller in the event of failure by Purchaser to meet the requirements of Section 9 above with respect to the completion of the development with the Intended Use.

12. Deed Restriction. Purchaser covenants for itself and its successors and assigns and every successor in interest to the Property, or any part thereof, that Purchaser and its successors and assigns shall devote the Property only to and in accordance with the uses specified in this

Agreement. This covenant shall be construed as a deed restriction to run with the Property until the issuance of the final certificate of occupancy issued in connection with the approved PUD.

13. Purchaser Representations. Purchaser hereby makes the following acknowledgments, representations and warranties to Seller, which representations and warranties shall be true and correct as of the date hereof, shall be deemed to have been renewed and restated as of the Closing Date, and shall survive the Closing and shall continue until all of the obligations of the Developer under this Development Agreement have been fully performed:

(a) Purchaser is duly organized and validly existing, in good standing under the laws of the state of Michigan, authorized to do business under the laws of the State of Michigan and has all requisite power and authority to own and operate its assets and properties, to carry on its business as now being conducted, and to enter into and perform the terms of this Development Agreement. Purchaser has provided Seller with an accurate and complete copy of its Articles of Organization and Certificate of Good Standing in effect as of the date of this Development Agreement ("Organizational Documents"), and agrees to provide accurate and complete copies of any revisions or modifications to the Organizational Documents.

(b) Purchaser has no notice of and there is no pending litigation, administrative action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof that would affect Purchaser or its principals from carrying out the covenants and promises made herein.

(c) Purchaser is financially able to complete the development of the Intended Use. Purchaser certifies that any and all financial information provided to Seller is true and accurate in all material respects and does not omit any information which would cause such to be misleading or untrue in any material respect.

(d) Purchaser shall construct all improvements for the Intended Use on the Property in a good and workmanlike manner employing quality contractor(s), construction manager(s), and other professionals possessing the requisite experience and competency to construct such improvements.

14. Miscellaneous. This Agreement cannot be modified except by a written instrument signed by both of the Parties hereto. Section headings set forth herein are for convenience of reference only and shall not be construed to interpret, limit or otherwise define the terms and conditions of this Agreement. This Agreement sets forth fully and completely the agreement of the Parties with respect to the subject matter described herein and this Agreement shall be deemed to supersede any and all prior written or oral agreements relating to the subject matter described herein. This Agreement shall be binding upon and shall inure to the benefit of Seller, Purchaser and their heirs, representatives, successors, successors-in-interest and assigns. Seller and Purchaser have participated equally in the preparation of this Agreement and, therefore, in construing this Agreement there shall be no presumption in favor of one Party over the other as the result of one Party actually drafting this Agreement. The absence from this Agreement of provisions appearing in drafts hereof shall not be used in construing the intent of the Parties hereto. To the extent any date, time frame or Closing Date provided in this Agreement shall be set to expire or occur on a Saturday, Sunday or day on which banking institutions in the State of Michigan are authorized by law to close, then such time frame shall expire or Closing Date shall

occur on the next day which is not a Saturday, Sunday or day on which banking institutions in the State of Michigan are authorized by law to close

15. Notices. All notices, deliveries or tenders given or made in connection herewith shall be in writing and shall be deemed effective only (i) upon deposit with the US Postal Service if mailed by certified mail, postage prepaid, return receipt requested, (ii) upon personal delivery, or (iii) upon deposit with a nationally recognized overnight courier service for next day delivery at the street addresses set forth beneath the signature blocks below. Addresses may be changed during the term of this Agreement by notices among the Parties in accordance with this Section. To be effective, all notices to Purchaser shall also be provided to Seller's Attorney and Purchaser's Attorney.

16. Broker. Seller represents and warrants to Buyer that it has not dealt with any real estate broker, agent or salesperson in connection with the purchase and sale contemplated by this Agreement. Buyer represents and warrants to Seller that, other than David DePodesta, to which Buyer shall be solely liable for payment of a commission, Buyer has not dealt with any real estate broker, agent or salesperson in connection with the purchase and sale contemplated by this Agreement. Each Party agrees that should any claim be made for brokerage commissions or finder's fees by any broker or finder by, through or on account of any acts of said Party or its representatives, said Party will indemnify, defend, and hold the other Party free and harmless from and against any and all loss, liability, cost, damage, and expense in connection therewith. The obligations pursuant to this Section 16 shall survive the Closing or any earlier termination of this Agreement.

17. Execution. This Agreement has been executed by Purchaser prior to execution by Seller and, therefore, shall constitute an offer open for acceptance by Seller, such acceptance to be evidenced by execution by Seller and delivery to Purchaser of at least one original, fully executed copy of this Agreement. This Agreement may be executed in any number of counterpart originals or by scanned pdf, which, when taken together, shall be deemed to be one and the same instrument.

18. Time is of the Essence. At all times under this Agreement where certain time constraints are set forth, the Parties have agreed that TIME IS OF THE ESSENCE and that no extensions of said time limits are expected or agreed to unless specifically agreed to in writing by both Parties.

19. Force Majeure. In the event of enforced delay in the performance by either party of obligations under this Agreement due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other party, fires, floods, epidemics, pandemics, or severe weather, the time for performance of such obligations shall be extended for the period of the enforced delays; provided that the party seeking the benefit of the provisions of this Section shall within thirty (30) days after the beginning of such enforced delay, have first notified the other party in writing of the causes thereof and requested an extension for the period of the enforced delay. In the event that there is any dispute as to what constitutes such *force majeure* event, the determination of the Seller shall be controlling.

20. Governmental Immunity; Non-waiver. Nothing in this Agreement shall be construed as a waiver of any governmental immunity, as provided by statute or court decision, for Seller or its council, boards, commissions, officials, employees, or agents.

21. Covenants Running with the Land. Each and all of the covenants, restrictions, reservations, conditions, and provisions contained in this Agreement are made for the direct, mutual, and reciprocal benefit of the Property and the community, and will be construed and interpreted by the parties hereto as covenants running with the land. Pursuant hereto Purchaser, by accepting the deed to the Property, accepts same subject to such covenants, restrictions, reservations, conditions, and provisions and agrees for itself, its successors and assigns to be bound by each of such covenants, restrictions, reservations, conditions and provisions. Seller shall have the right to enforce such covenants, restrictions, reservations, conditions and provisions against Purchaser, its successors and assigns to or of the Property or any part thereof or any interest therein.

22. No transfer or assignment. Transfer or assignment of the project or any part of the Property, or the Infrastructure Improvements of Public Amenities, other than (i) one assignment to a Robertson Brothers Company affiliate development limited liability company that will be responsible for the development, and (ii) the sale of individual homes, prior to the completion of construction shall be prohibited without the consent of Seller, which may be withheld in its reasonable discretion. This provision shall not preclude Developer from assignment Brownfield or DDA reimbursements at completion of the project.

23. Remedies Cumulative. The rights and remedies of Seller set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity.

24. Governing Law & Jurisdiction. The Parties signing below agree that this Agreement has been entered into in the City of Farmington, Oakland County, Michigan and this Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. The Parties signing below stipulate that any and all suits for any and every breach of this Agreement may be instituted and maintained only in a court of competent jurisdiction in the State of Michigan.

25. Authority to Sign. The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each Party to this Agreement according to its terms. Further, each of the Parties represents that the execution of this Agreement has been duly authorized and is binding on such Parties.

26. Compliance with Law. Purchaser has negotiated with Seller the terms of this Agreement, which represents the product of the joint efforts and mutual agreements of Purchaser and Seller. Purchaser fully accepts and agrees to the final terms, conditions, requirements, and obligations of this Agreement. Purchaser and Seller agree that this Agreement and its terms, conditions, and requirements are lawful and consistent with the intent and provisions of local ordinances, state and federal law, and the Constitutions of the State of Michigan and the United States of America. Purchaser further agrees and acknowledges that the terms, conditions, obligations, and requirements of this Agreement are clearly and substantially related to the burdens to be created by the development and use of the Property, and are, without exception, clearly and substantially related to Seller's legitimate interests in protecting the public health, safety and general welfare.

27. No Joint Venture. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between the Developer and the City.

28. No Third Party Beneficiaries. The parties intend that this Agreement shall create no third-party beneficiary interest except for an assignment pursuant to this Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent and expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

29. Joint drafting. This Agreement has been negotiated by the Parties and each Party has joined in and contributed to the drafting of this Agreement. Accordingly, there shall be no presumption favoring any one or more of the Parties hereto based upon draftsmanship.

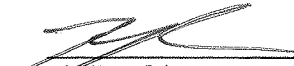
30. Indemnification. Purchaser agrees to indemnify and hold harmless the City of Farmington, the City's BRA, the City's DDA, and their agents and employees (collectively, the "Indemnified Parties", each an "Indemnified Party") from any liabilities, obligations, losses, damages, penalties, claims, charges or expenses, including attorney's fees, that arise from any misrepresentation or breach of warranty on the part of Purchaser and on account of the Indemnified Party's reliance thereon, and any personal injury, death or property damage that are caused by the intentional acts or omissions or negligence of Purchaser or its duly authorized agents, and any third-party legal actions that are associated with the development of the Project, that are brought against an Indemnified Party. In the event any third party action or proceeding shall be brought against an Indemnified Party by reason of any claim covered hereunder, the Indemnified Party shall have the right to resist and defend the same with counsel of its choosing, and Purchaser shall pay the costs of such defense. The provisions of this Section shall survive the Closing or termination of this Agreement.

31. Consultant/Legal Fees. Purchaser acknowledges the requirement under City ordinances to pay all consultant and legal fees incurred by the City in connection with the Brownfield, DDA, and Development Approvals from the Effective Date up to and including the Closing Date.

[signatures on following pages]

IN WITNESS WHEREOF, the Parties have executed this Agreement.

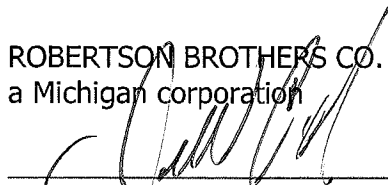
WITNESS:



Print Name Below
Tim Loughran

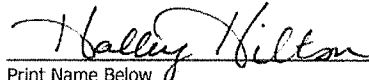
PURCHASER:

ROBERTSON BROTHERS CO.
a Michigan corporation



By: James V. Clarke
Its: President
Dated: 8/31/2021
Address: _____


WITNESS:



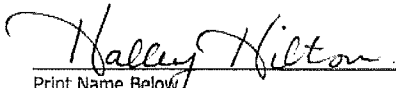
Print Name Below
Halley Hilton

SELLER:

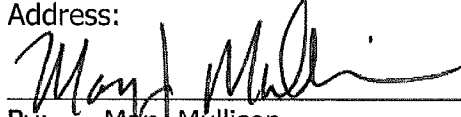
CITY OF FARMINGTON
a Michigan municipal corporation



By: Sara Bowman
Its: Mayor
Dated: 8/30/21
Address: _____



Print Name Below
Halley Hilton



By: Mary Mullison
Its: City Clerk
Dated: 8/30/2021
Address: _____

Attachment List:

- Deposit Acknowledgement
- Exhibit A – Description of Property

DEPOSIT ACKNOWLEDGMENT

The undersigned hereby acknowledges receipt of the Deposit and agrees to hold and disburse the same pursuant to terms of the Agreement. The liability of the undersigned is limited by the terms and conditions expressly set forth herein and by the laws of the State of Michigan and in no event shall the liability of the undersigned exceed the amount of the Deposit. The undersigned shall have no liability whatsoever on account of or occasioned by any failure or negligence on the part of any bank, savings and loan or other savings institution wherein the Deposit is deposited, provided, however, that such institution is, at the time of deposit of the Deposit, federally insured. In the event of litigation affecting the duties of the undersigned as escrow agent relating to this Agreement and the Deposit, Seller and Purchaser, jointly and severally, shall reimburse the undersigned for all expenses incurred by the undersigned, including reasonable attorneys' fees, unless such litigation results from or is caused by the gross negligence or misfeasance of the undersigned. In the event of any dispute between Seller and Purchaser pertaining to the Deposit, the undersigned may commence an interpleader action and deposit any remaining balance of the Deposit with a court of competent jurisdiction and in such event the undersigned shall be relieved of all further obligation and liability.

By: _____

Its: _____

Dated: _____, 2021

Address: _____

- Exhibit A – Description of Property

Land in the City Of Farmington, Oakland County, Michigan:

T1N, R9E, SEC 27
ASSESSOR'S PLAT NO. 3
PART OF LOT 5
DESC AS
BEG AT SW LOT COR,
TH N 03-45-48 E 36.74 FT,
TH S 63-19-21 E 90.75 FT,
TH N 87-12-02 W 83.60 FT
TO BEG

33000 Thomas Street (Parcel No. 23-27-152-017)

T1N, R9E, SEC 27
AMD PLAT OF LOTS 21, 22,
23 & 24 OF BLK 6,
LOTS 31, 32, 33 & 34 OF
BLK 4,
LOTS 35 & 36 OF BLK 5,
VAC THIRD ST &
VAC PART OF CASS ST OF
PLAT OF 'DAVIS ADDITION TO
THE VILLAGE OF FARMINGTON'
LOT 2
BLK 8

33000 Thomas Street (Parcel No. 23-27-152-019)

And:

The East 47 feet of the South 110 feet of Lot 15, Block 3, DAVIS ADDITION to the Village, now City, of Farmington, according to the recorded plat thereof, as recorded in Liber 2 of Plats, Page 36, Oakland County Records.

And-

The North 90 feet of Lot 15, Block 3, except the East 5.75 feet of PLAT OF DAVIS ADDITION according to the plat thereof recorded in Liber 2 of Plats, Page 36 of Oakland County Records.

33104 Grand River and 33107 Thomas Street, (Parcel Nos. 23-27-154-008 and 23-27-154-004 respectively),

Farmington City Council Staff Report	Council Meeting Date: December 20, 2021	Item Number 7E
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Pay application No. 4 for Drake Park Improvements.		
Proposed Motion: Payment Application No.4 in the amount of \$977.00 for Drake Park Improvements to Asphalt Specialist Incorporated (ASI).		
Background: <p>In conjunction with the city's consulting engineers, Orchard Hiltz & McCliment Advisors (OHM), bids were solicited for the Drake Park Improvement Project. The committee selected to conduct improvements based on condition of the parking lot, volume of pedestrian and vehicle traffic, condition of tennis courts and the walking path to the school. The Drake Park Improvement Project will not conflict with other capital improvement projects this year. This project includes improvements at Flanders Park and City Hall.</p> <p>OHM recommends approving Payment No.4 for the Drake Park Improvement Project to Asphalt Specialist Incorporated (ASI), located in Pontiac, in the amount of \$977.00 for work completed from November 1-30 that was related to the volleyball court equipment. Retainage has been unchanged at \$20,147.57. Total earnings to date are \$400,504.97 of the revised \$402,951.35 contract.</p> <p>The contract is nearly completed. Some punch list items are delayed until the spring for completion. When the punch list items are completed, a balancing change order, and payment application will be submitted for Council approval.</p>		
Materials: OHM Recommendation of payment OHM Payment Application No. 4 Contractor Declaration		



November 30, 2021

Mr. Chuck Eudy (via e-mail)
Public Works Superintendent
City of Farmington
23600 Liberty Street
Farmington, Michigan 48335

Regarding: Drake Park Improvements
OHM Job No. 0111-20-0070
Payment Application No.4

Dear Mr. Eudy:

Enclosed are progress Payment Application No. 4 and a Contractor's Declaration for the referenced project.

Asphalt Specialist Inc has completed the work shown on the attached payment application for the period ending November 29, 2021, and we would recommend payment to the Contractor in the amount of **\$977.00**.

Sincerely,
OHM Advisors

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

Matt Parks, P.E.
Client Representative

cc: Katelyn Watson, ASI (via email)
Austin Downie, OHM (via email)
Mike McNutt, OHM (via email)
File

P:\0101_0125\0111200070_Drake_Park_Parking_Lot_Design_Construction\Pay Apps_CO\Pay Apps\No.4\Drake Park Improvements_Pay App No.4.docx

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com

PAYMENT APPLICATION



Project: City of Farmington - Drake Park Improvements

Job Number: 0111-20-0070

OWNER: City of Farmington
23600 Liberty Street

Farmington, MI 48335
(248) 474-5500

CONTRACTOR: ASI (Asphalt Specialists Inc)
1780 E Highwood

Pontiac, MI 48340
(248) 334-4570

Number: 4
Period End Date: 11/29/2021
Status: Approved
Contract Start Date: 7/5/2021
Contract End Date: 9/10/2021
Contract Duration: 67
Print Date: 11/30/2021

SCHEDULE On
STATUS:
NOTE:

Original Contract Amount:	\$426,241.10	Change Order 1:	(\$18,984.08)	Earnings This Period:	\$977.00
Change Orders Amount:	(\$23,289.76)	Change Order 2:	(\$4,305.68)	Earnings To Date:	\$400,504.97
Current Contract Amount:	\$402,951.35			Previous Retainage Amount:	\$20,147.57
				Retainage This Period:	\$0.00
				Less Total Retained To Date:	\$20,147.57
				Net Earned:	\$380,357.40
				Previous Earnings:	\$379,380.40
				Amount Due Contractor:	\$977.00

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

Approved By

Chuck Eudy - Public Works Superintendent - City of Farmington

Date

12/1/21

Recommended By

Michael McNutt, Engineer

Michael McNutt

Digitally signed by Michael McNutt
DN: C=US, E=michael.mcnett@ohm-advisors.com, O=OHM Advisors,
CN=Michael McNutt
Date: 2021.11.30 13:47:43-0500

Date

City of Farmington - Drake Park Improvements

Items

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
Division: A - Miscellaneous									
1	Mobilization, Max. 5%	1.00 Ls	1.00	\$15,000.00	0.00	0.00	\$0.00	1.00	\$15,000.00
2	Audio Video Route Survey	1.00 Ls	1.00	\$3,500.00	0.00	0.00	\$0.00	1.00	\$3,500.00
3	Permit Fees Allowance	3000.00 Dir	186.25	\$1.00	0.00	0.00	\$0.00	186.25	\$186.25
4	Subgrade Undercutting, Type II (Modified)	123.00 Cyd	56.12	\$58.00	0.00	0.00	\$0.00	56.12	\$3,254.96
5	Subgrade Undercutting, Type II (Special)	123.00 Cyd	0.00	\$60.00	0.00	0.00	\$0.00	0.00	\$0.00
6	Exploratory Excavation, Trench	20.00 Ft	0.00	\$65.00	0.00	0.00	\$0.00	0.00	\$0.00
7	Erosion Control, Inlet Protection, Fabric Drop	2.00 Ea	2.00	\$105.00	0.00	0.00	\$0.00	2.00	\$210.00
8	Erosion Control, Silt Fence	140.00 Ft	148.00	\$3.25	0.00	0.00	\$0.00	148.00	\$481.00
9	Hand Patching	4.00 Ton	0.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
10	Conduit	200.00 Ft	0.00	\$15.00	0.00	0.00	\$0.00	0.00	\$0.00
A - Miscellaneous Sub-Total:								\$0.00	\$22,632.21
Retainage								\$0.00	\$0.00
Division: B - Removal									
11	Fence, Rem	485.00 Ft	485.00	\$5.00	0.00	0.00	\$0.00	485.00	\$2,425.00
12	Pavt, Rem	242.00 Syd	242.00	\$10.00	0.00	0.00	\$0.00	242.00	\$2,420.00
13	Sidewalk, Rem	36.00 Syd	63.24	\$15.00	0.00	0.00	\$0.00	63.24	\$948.60
14	Tennis Court, Rem	1650.00 Syd	1650.00	\$13.50	0.00	0.00	\$0.00	1650.00	\$22,275.00
15	Basketball Hoop, Rem	2.00 Ea	2.00	\$175.00	0.00	0.00	\$0.00	2.00	\$350.00
16	Concrete Bumper Block, Rem	43.00 Ea	43.00	\$35.00	0.00	0.00	\$0.00	43.00	\$1,505.00
17	Sign, Rem	3.00 Ea	3.00	\$75.00	0.00	0.00	\$0.00	3.00	\$225.00
18	Sign, Salv & Reset	2.00 Ea	1.00	\$300.00	0.00	0.00	\$0.00	1.00	\$300.00
19	Trash Can, Salv & Reset	6.00 Ea	6.00	\$50.00	0.00	0.00	\$0.00	6.00	\$300.00
20	Rock/Boulder, Rem	1.00 Ls	1.00	\$1,800.00	0.00	0.00	\$0.00	1.00	\$1,800.00
21	HMA Base Crushing and Shaping	3306.00 Syd	3306.00	\$10.00	0.00	0.00	\$0.00	3306.00	\$33,060.00
B - Removal Sub-Total:								\$0.00	\$65,608.60
Retainage								\$0.00	\$0.00
Division: C - Construction									
22	Embankment, CIP	21.00 Cyd	21.00	\$12.00	0.00	0.00	\$0.00	21.00	\$252.00
23	Sand Volleyball Court	724.00 Syd	724.00	\$36.00	0.00	0.00	\$0.00	724.00	\$26,064.00
24	Aggregate Base, 21AA (Limestone), 6 inch	35.00 Ton	33.65	\$32.00	0.00	0.00	\$0.00	33.65	\$1,076.80
25	Aggregate Base, 21AA (Limestone), 8 inch	459.00 Ton	74.01	\$20.00	0.00	0.00	\$0.00	74.01	\$1,480.20
26	Underdrain, Subgrade, Open-Graded, 6 inch	490.00 Ft	245.00	\$14.00	0.00	0.00	\$0.00	245.00	\$3,430.00
27	Drainage Pop-Up Emitter	2.00 Ea	1.00	\$160.00	0.00	0.00	\$0.00	1.00	\$160.00
28	MDOT HMA 13A, 4 inch	705.00 Ton	771.23	\$110.00	0.00	0.00	\$0.00	771.23	\$84,835.30

OHM Advisors
34000 Plymouth Road
Livonia, MI 48150

(734) 522-6711

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City of Farmington - Drake Park Improvements

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
29	Conc Pavt, Nonreinf, 6 inch	33.00 Syd	35.10	\$72.00	0.00	0.00	\$0.00	35.10	\$2,527.20
30	Conc Pavt, Reinf, 8 inch	49.00 Syd	45.80	\$80.00	0.00	0.00	\$0.00	45.80	\$3,664.00
31	Curb and Gutter, Conc, Det F4	57.00 Ft	55.00	\$50.00	0.00	0.00	\$0.00	55.00	\$2,750.00
32	Sidewalk, Conc, 4 inch	3437.00 Sft	3741.00	\$68.00	0.00	0.00	\$0.00	3741.00	\$22,446.00
33	Sidewalk, Conc, 6 inch	63.00 Sft	66.60	\$7.00	0.00	0.00	\$0.00	66.60	\$466.20
34	Sidewalk, Conc, 8 inch	184.00 Sft	187.50	\$9.00	0.00	0.00	\$0.00	187.50	\$1,687.50
35	Integral Sidewalk & Curb, Conc, 4 inch	2044.00 Sft	1876.00	\$8.50	0.00	0.00	\$0.00	1876.00	\$15,946.00
36	Volleyball Court Border	472.00 Ft	475.00	\$17.00	0.00	0.00	\$0.00	475.00	\$8,075.00
37	Alternate - Volley Ball Court Net Posts	0.00 Ls	1.00	\$9,200.00	0.00	0.00	\$0.00	1.00	\$9,200.00
37	Volleyball Court Net Posts	2.00 Ls	0.00	\$2,000.00	0.00	0.00	\$0.00	0.00	\$0.00
38	Post, Steel, 3lb	70.00 Ft	70.00	\$8.00	14.00	0.00	\$112.00	70.00	\$560.00
39	Sign	6.00 Ea	6.00	\$120.00	2.00	0.00	\$240.00	6.00	\$720.00
40	Sign Post w/ Conc Base	1.00 Ea	1.00	\$625.00	1.00	0.00	\$625.00	1.00	\$625.00
41	Pavt Mfkg, Waterborne, 4 inch, Blue	160.00 Ft	174.80	\$0.25	0.00	0.00	\$0.00	174.80	\$43.70
42	Pavt Mfkg, Waterborne, 4 inch, Cross Hatching, Blue	190.00 Ft	140.20	\$0.25	0.00	0.00	\$0.00	140.20	\$35.05
43	Pavt Mfkg, Waterborne, 4 inch, Cross Hatching, Yellow	457.00 Ft	381.50	\$0.25	0.00	0.00	\$0.00	381.50	\$95.38
44	Pavt Mfkg, Waterborne, 4 inch, Yellow	1788.00 Ft	1678.80	\$0.25	0.00	0.00	\$0.00	1678.80	\$419.70
45	Pavt Mfkg, Waterborne, Accessible Symbol, Blue	4.00 Ea	4.00	\$25.00	0.00	0.00	\$0.00	4.00	\$100.00
46	Pavt Mfkg, Waterborne, Thru Arrow Symbol, Blue	5.00 Ea	5.00	\$14.00	0.00	0.00	\$0.00	5.00	\$70.00
47	Turf Establishment	20757.00 Sft	19058.75	\$0.80	0.00	0.00	\$0.00	19058.75	\$15,247.00
C - Construction Sub-Total:							\$977.00		\$201,976.03
Retainage							\$0.00		

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
Division: D - Utilities									
48	Sewer Tap, 12 inch	1.00 Ea	1.00	\$600.00	0.00	0.00	\$0.00	1.00	\$600.00
49	Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	10.00 Ft	8.00	\$225.00	0.00	0.00	\$0.00	8.00	\$1,800.00
50	Dr Structure Cover, Type D	1.00 Ea	1.00	\$700.00	0.00	0.00	\$0.00	1.00	\$700.00
51	Dr Structure, 24 inch dia	1.00 Ea	1.00	\$2,000.00	0.00	0.00	\$0.00	1.00	\$2,000.00
52	Utility Structure, Adj	1.00 Ea	0.00	\$550.00	0.00	0.00	\$0.00	0.00	\$0.00
D - Utilities Sub-Total:							\$0.00		\$5,100.00
Retainage							\$0.00		

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
Division: E - City Hall Driveway									
31	Curb and Gutter, Conc, Det F4	0.00 Ft	2.00	\$57.00	0.00	0.00	\$0.00	2.00	\$114.00
33	Sidewalk, Conc, 6 inch	0.00 Sft	38.20	\$7.00	0.00	0.00	\$0.00	38.20	\$267.40
35	Integral Sidewalk & Curb, Conc, 4 inch	0.00 Sft	847.00	\$8.50	0.00	0.00	\$0.00	847.00	\$7,199.50
53	Mobilization, Max 5%, City Hall Driveway	1.00 Ls	1.00	\$2,000.00	0.00	0.00	\$0.00	1.00	\$2,000.00
54	Audio Video Route Survey, City Hall Driveway	1.00 Ls	1.00	\$2,300.00	0.00	0.00	\$0.00	1.00	\$2,300.00
55	Pavt, Rem	576.00 Syd	571.94	\$5.00	0.00	0.00	\$0.00	571.94	\$2,859.70
56	Sidewalk, Rem	38.00 Syd	149.34	\$14.00	0.00	0.00	\$0.00	149.34	\$2,090.76
57	Station Grading	2.00 Sta	2.20	\$2,500.00	0.00	0.00	\$0.00	2.20	\$5,500.00

OHM Advisors
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 Livonia, MI 48150
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City of Farmington - Drake Park Improvements

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
58	Aggregate Base, 21AA (limestone), 8 inch	328.00 Ton	24.55	\$30.00	0.00	0.00	\$0.00	24.55	\$736.50
59	Hand Patching	2.00 Ton	0.00	\$200.00	0.00	0.00	\$0.00	0.00	\$0.00
60	MDOT HMA 13A, 4 inch	127.00 Ton	150.68	\$145.00	0.00	0.00	\$0.00	150.68	\$21,848.60
61	Detectable Warning Surface	12.00 Ft	10.00	\$45.00	0.00	0.00	\$0.00	10.00	\$450.00
62	Sidewalk, Conc, 4 inch	252.00 Sft	386.40	\$6.00	0.00	0.00	\$0.00	386.40	\$2,318.40
63	Sidewalk Ramp, Conc, 6 inch	84.00 Sft	142.70	\$23.00	0.00	0.00	\$0.00	142.70	\$3,282.10
64	Pavt Mfrg, Waterborne, 4 inch, Blue	35.00 Ft	34.60	\$0.25	0.00	0.00	\$0.00	34.60	\$8.65
65	Pavt Mfrg, Waterborne, 4 inch, Cross Hatching, Yellow	150.00 Ft	137.50	\$0.25	0.00	0.00	\$0.00	137.50	\$34.38
66	Pavt Mfrg, Waterborne, 4 inch, Yellow	46.00 Ft	46.50	\$0.25	0.00	0.00	\$0.00	46.50	\$11.63
67	Pavt Mfrg, Waterborne, Accessible Symbol, Blue	2.00 Ea	2.00	\$25.00	0.00	0.00	\$0.00	2.00	\$50.00
68	Turf Establishment	230.00 Sft	230.00	\$4.50	0.00	0.00	\$0.00	0.00	\$0.00
				E - City Hall Driveway Sub-Total:		0.00	\$0.00	0.00	\$51,071.61
				Retainage			\$0.00		
Division: F - Flanders Park Pathway									
69	Mobilization, Max 5%, Flanders Park Path	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
70	Audio Video Route Survey, Flanders Park Path	1.00 Ls	1.00	\$2,800.00	0.00	0.00	\$0.00	1.00	\$2,800.00
71	Station Grading	9.00 Sta	8.50	\$1,775.00	0.00	0.00	\$0.00	8.50	\$15,087.50
72	Aggregate Base, 21AA (Limestone), 6 inch	449.00 Ton	52.00	\$25.00	0.00	0.00	\$0.00	52.00	\$1,300.00
73	MDOT HMA 36A, 3.5 inch	162.00 Ton	172.69	\$160.00	0.00	0.00	\$0.00	172.69	\$27,630.40
74	Turf Establishment	540.00 Sft	540.00	\$1.15	0.00	0.00	\$0.00	4172.72	\$4,798.63
				F - Flanders Park Pathway Sub-Total:		0.00	\$0.00		\$54,116.53
				Retainage			\$0.00		

OHM Advisors
 34000 Plymouth Road
 Livonia, MI 48150

(734) 522-6711

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CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

11-3-21

to

11-29-21

A.D. 20

performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soft conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for or claim compensation from City of Farmington or his agents, in addition to the regular items set forth in the Contract numbered 0111-20-0070 and dated May 17, 2021. A.D. 20 for the Agreement executed between myself and the OWMFR, and in the Change Orders for work issued by the OWMFR in writing as provided

thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There is (is not) an itemized statement attached.

November 30, 2021

Asphalt Specialists, Inc

By: *James C. ...*

Title: Credit Manager

Farmington City Council Staff Report	Council Meeting Date: December 20, 2021	Item Number 7F
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Construction Estimate No. 3 for the Oakland Street Reconstruction-Water Main Replacement		
Proposed Motion: Move to approve payment to V.I.L. Construction Incorporated for Construction Estimate No. 3 in the amount of \$227,503.18 for the Oakland Street Reconstruction-Water Main Replacement Project.		
<p>Background: In conjunction with the city’s consulting engineer’s Orchard Hiltz & McCliment Advisors (OHM), bids were solicited for the Oakland Street reconstruction. The selection of Oakland Street was based upon PASER ratings, other upcoming construction projects and the limited fire suppression flows. The project was awarded to V.I.L. Construction Incorporated of Sterling Heights, Michigan at the June 7, 2021, Council Meeting.</p> <p><u>Construction Estimate No.3</u> For work completed from November 1 - 30, 2021, includes traffic control maintenance, station grading, base course pavement, curb & gutter, sidewalks, water main replacement.</p> <p>To date VIL Construction has earned \$1,299,339.03 of the original contract sum of \$1,518,958.10. \$25,278.13 added to the retainage, which now totals \$129,933.90. Total due to VIL Construction for Payment Application No. 3 is \$227,503.18 after the retainage is subtracted from their earnings of \$252,781.31.</p> <p>Inclement weather has closed the project until spring. VIL has prepared the area for winter snow removal operations, removed all equipment & supplies from the project. The traffic control contractor has been requested to remove all traffic control supplies from the site and surrounding streets.</p>		
Materials: OHM Recommendation of Payment Application No. 3		



December 6, 2021

Mr. Chuck Eudy **(via e-mail)**
Public Works Superintendent
City of Farmington
23600 Liberty Street
Farmington, Michigan 48335

Regarding: Oakland Street Reconstruction-Water Main Replacement
OHM Job No. 0111-20-0090
Payment Application No.3

Dear Mr. Eudy:

Attached are progress Payment Application No. 3 and a Contractor's Declaration for the referenced project.

V.I.L. Construction, Inc. has completed the work shown on the attached payment application for the period ending November 26, 2021, and we would recommend payment to the Contractor in the amount of **\$227,503.18**.

Sincerely,
OHM Advisors

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

Matt Parks, P.E.
Client Representative

cc: Jeff Bowdell, Building Official, City of Farmington (via e-mail)
Anthony Vani, V.I.L. Construction, Inc. (via e-mail)
Mike McNutt, OHM Advisors (via e-mail)
File

P:\0101_0125\0111200090_Oakland_St_Reconstruct_&_WM\Construction\Pay App_CO\Pay App\No.3\Pay App No.3.docx

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com

PAYMENT APPLICATION



Project: City of Farmington - West Oakland Street Reconstruction & Water Main Replacement

Job Number: 0111-20-0090

Number: 3

Period End Date: 11/26/2021

Status: Approved

Contract Start Date: 7/5/2021

Contract End Date: 5/27/2022

Contract Duration: 326

Print Date: 12/6/2021

OWNER: City of Farmington
23600 Liberty Street

CONTRACTOR: V.I.L. Construction, Inc.
6670 Sims Drive

Farmington, MI 48335
(248) 474-5500

Sterling Heights, MI 48313
(586) 979-6020

SCHEDULE On
STATUS:

NOTE:

Original Contract Amount: \$1,518,958.10
Change Orders Amount: \$0.00
Current Contract Amount: \$1,518,958.10

Earnings This Period: \$252,781.31
Earnings To Date: \$1,299,339.03
Previous Retainage Amount: \$104,655.77
Retainage This Period: \$25,278.13
Less Total Retained To Date: \$129,933.90
Net Earned: \$1,169,405.13
Previous Earnings: \$941,901.95
Amount Due Contractor: \$227,503.18

Retainage: 10 % of Total Earnings

Approved By Charles J Eudy
ceudy@farmgov.com
12/7/2021
Chuck Eudy - Public Works Superintendent - City of Farmington _____ Date _____

Prepared By Michael McNutt, Engineer _____ Date _____

Items

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
Division: A - Miscellaneous									
1	Mobilization, Max, 5%	1.00 Ls	1.00	\$68,000.00	0.00	0.00	\$0.00	1.00	\$68,000.00
2	Audio Video Route Survey	1.00 Ls	1.00	\$1,500.00	0.00	0.00	\$0.00	0.00	\$0.00
3	Permit Fees Allowance	3000.00 Dlr	3000.00	\$1.00	0.00	0.00	\$0.00	0.00	\$0.00
4	Traffic Maintenance and Control	1.00 Ls	1.00	\$219,000.00	0.00	0.00	\$0.00	1.00	\$219,000.00
5	Sidewalk, Rem	125.00 Syd	125.00	\$12.00	0.00	0.00	\$0.00	0.00	\$0.00
6	Subgrade Undercutting, Type II (Modified)	195.00 Cyd	195.00	\$42.00	98.62	0.00	\$4,142.04	140.22	\$5,889.24
7	Subgrade Undercutting, Type II (Special)	195.00 Cyd	195.00	\$33.00	0.00	0.00	\$0.00	0.00	\$0.00
8	Exploratory Excavation, Trench	80.00 Ft	80.00	\$5.00	0.00	0.00	\$0.00	5.00	\$25.00
9	Erosion Control, Inlet Protection, Fabric Drop	25.00 Ea	25.00	\$90.00	0.00	0.00	\$0.00	26.00	\$2,340.00
10	Maintenance Aggregate, 21AA	598.00 Ton	598.00	\$22.00	0.00	0.00	\$0.00	378.00	\$8,316.00
11	Trench Undercut and Backfill	134.00 Cyd	134.00	\$20.00	0.00	0.00	\$0.00	0.00	\$0.00
12	Utility Structure, Adj, Add Depth	12.00 Ft	12.00	\$40.00	0.00	0.00	\$0.00	0.00	\$0.00
13	Hand Patching	20.00 Ton	20.00	\$100.00	0.00	0.00	\$0.00	0.00	\$0.00
14	Sidewalk, Conc, 4 inch	1125.00 Sft	1125.00	\$4.80	0.00	0.00	\$0.00	0.00	\$0.00
15	Sprinkle Line, up to 1 inch	250.00 Ft	250.00	\$4.00	0.00	0.00	\$0.00	0.00	\$0.00
16	Sprinkle Head, Remove & Reset	15.00 Ea	15.00	\$80.00	0.00	0.00	\$0.00	0.00	\$0.00
17	Sprinkle Head, Replace	15.00 Ea	15.00	\$100.00	0.00	0.00	\$0.00	0.00	\$0.00
18	Water Main, Class 54, DI, 10 inch, Tr Det G	10.00 Ft	10.00	\$198.00	0.00	0.00	\$0.00	0.00	\$0.00
19	Curb Stop & Box, greater than 1 inch	3.00 Ea	3.00	\$500.00	0.00	0.00	\$0.00	2.00	\$1,000.00
20	Lower Existing Water Main	4.00 Ea	4.00	\$500.00	0.00	0.00	\$0.00	0.00	\$0.00
21	Private Water Service, Type K Copper, greater than 1 inch	5.00 Ea	5.00	\$1,200.00	0.00	0.00	\$0.00	0.00	\$0.00
22	Private Water Service, Type K Copper, up to 1 inch	5.00 Ea	5.00	\$1,000.00	0.00	0.00	\$0.00	0.00	\$0.00
23	Remove Water Service Lead	5.00 Ea	5.00	\$400.00	0.00	0.00	\$0.00	0.00	\$0.00
24	Water Main Cut and Cap, up to 8 inch	8.00 Ea	8.00	\$400.00	0.00	0.00	\$0.00	8.00	\$3,200.00
25	Water Main Line Stop up to 8 inch	2.00 Ea	2.00	\$400.00	0.00	0.00	\$0.00	0.00	\$0.00
26	Water Service Jumper Connect, greater than 1 inch	3.00 Ea	3.00	\$800.00	0.00	0.00	\$0.00	2.00	\$1,600.00
27	Water Service, greater than 1 inch	3.00 Ea	3.00	\$1,100.00	0.00	0.00	\$0.00	0.00	\$0.00
28	Water Service, up to 1 inch	3.00 Ea	3.00	\$900.00	0.00	0.00	\$0.00	13.00	\$11,700.00
99	Cold Patch	0.00 Ton	0.00	\$0.00	0.00	0.00	\$0.00	0.00	\$0.00
A - Miscellaneous Sub-Total:							\$4,142.04		\$321,070.24
Retainage							\$414.20		
Division: B - Removals									
29	Dr Structure , Rem	3.00 Ea	3.00	\$450.00	0.00	0.00	\$0.00	3.00	\$1,350.00
30	Sewer, Rem, Less than 24 inch	15.00 Ft	15.00	\$28.00	22.00	0.00	\$616.00	32.00	\$896.00

City of Farmington - West Oakland Street Reconstruction & Water Main Replacement

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
31	Curb and Gutter, Rem	64.00 Ft	64.00	\$16.00	35.00	0.00	\$560.00	86.00	\$1,376.00
32	Pavt, Rem	6141.00 Syd	6141.00	\$4.00	-263.32	0.00	(\$1,053.28)	6069.65	\$24,278.60
33	Sidewalk, Rem	736.00 Syd	736.00	\$12.00	744.75	0.00	\$8,937.00	744.75	\$8,937.00
34	Water Main, Rem	3235.00 Ft	3235.00	\$9.00	5.00	0.00	\$45.00	2190.50	\$19,714.50
35	Gate Valve & Box, Rem	5.00 Ea	5.00	\$350.00	0.00	0.00	\$0.00	5.00	\$1,750.00
36	Gate Valve & Well, Rem	5.00 Ea	5.00	\$450.00	1.00	0.00	\$450.00	7.00	\$3,150.00
37	Sign, Rem	21.00 Ea	21.00	\$80.00	0.00	0.00	\$0.00	3.00	\$240.00
38	Sign, Salvage & Reset	2.00 Ea	2.00	\$100.00	0.00	0.00	\$0.00	0.00	\$0.00
39	Hydrant, Rem	7.00 Ea	7.00	\$500.00	0.00	0.00	\$0.00	7.00	\$3,500.00
40	Water Main, Abandon with Flowable Fill	123.00 Ft	123.00	\$12.00	0.00	0.00	\$0.00	166.67	\$2,000.04
B - Removals Sub-Total:							\$9,554.72		\$67,192.14
Retainage							\$955.47		
Division: C - Road									
41	Station Grading	21.00 Sta	21.00	\$2,980.00	5.50	0.00	\$16,390.00	20.50	\$61,090.00
42	Aggregate Base, 21AA (limestone), 8 inch	3316.00 Ton	3316.00	\$22.00	970.22	0.00	\$21,344.84	2031.87	\$44,701.14
43	Aggregate Base, 21AA (Limestone), Drive Approach, 6 inch	219.00 Ton	219.00	\$22.00	69.56	0.00	\$1,530.32	185.46	\$4,080.12
44	Shoulder, CI II, 6 inch, Special	219.00 Syd	219.00	\$9.00	207.11	0.00	\$1,863.99	207.11	\$1,863.99
45	Underdrain, Subgrade, Open-Graded, 6 inch	500.00 Ft	500.00	\$23.00	46.00	0.00	\$1,058.00	584.00	\$13,432.00
46	Driveway, MDOT HMA 13A, 4 inch	34.00 Ton	34.00	\$175.00	0.00	0.00	\$0.00	0.00	\$0.00
47	MDOT HMA 13A, 2 inch, Base Course	611.00 Ton	611.00	\$98.00	700.00	0.00	\$68,600.00	700.00	\$68,600.00
48	MDOT HMA 13A, 2 inch, Wearing Course	290.00 Ton	290.00	\$104.00	0.00	0.00	\$0.00	0.00	\$0.00
49	MDOT HMA 13A, 2 inch, Wearing Course w/ Integral Curb	352.00 Ton	352.00	\$111.00	0.00	0.00	\$0.00	0.00	\$0.00
50	Conc Pavt with Integral Curb, Nonreinf, 8 inch	279.00 Syd	279.00	\$78.00	262.44	0.00	\$20,470.32	262.44	\$20,470.32
51	Driveway, Nonreinf Conc, 6 inch	372.00 Syd	372.00	\$48.00	520.16	0.00	\$24,967.68	520.16	\$24,967.68
52	Spillway, Conc	51.00 Ft	51.00	\$31.00	42.00	0.00	\$1,302.00	42.00	\$1,302.00
53	Curb and Gutter, Conc, Det D2, Modified	325.00 Ft	325.00	\$26.00	360.00	0.00	\$9,360.00	360.00	\$9,360.00
54	Curb, Conc, Det E2	38.00 Ft	38.00	\$31.00	44.00	0.00	\$1,364.00	44.00	\$1,364.00
55	Detectable Warning Surface	80.00 Ft	80.00	\$79.50	87.00	0.00	\$6,916.50	87.00	\$6,916.50
56	Sidewalk, Conc, 4 inch	5011.00 Sft	5011.00	\$4.80	4851.75	0.00	\$23,288.40	4851.75	\$23,288.40
57	Sidewalk, Conc, 6 inch	703.00 Sft	703.00	\$5.80	1079.00	0.00	\$6,258.20	1079.00	\$6,258.20
58	Sidewalk Ramp, Conc, 6 inch	633.00 Sft	633.00	\$6.30	701.00	0.00	\$4,416.30	701.00	\$4,416.30
59	Post, Steel, 3lb	143.00 Ft	143.00	\$7.00	0.00	0.00	\$0.00	0.00	\$0.00
60	Pavt Mrkg, Polyurea, 6 inch, White	152.00 Ft	152.00	\$5.00	0.00	0.00	\$0.00	0.00	\$0.00
61	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	12.00 Ft	12.00	\$30.00	0.00	0.00	\$0.00	0.00	\$0.00
62	Sign	21.00 Ea	21.00	\$100.00	0.00	0.00	\$0.00	0.00	\$0.00
63	Turf Establishment	21.00 Sta	21.00	\$550.00	0.00	0.00	\$0.00	0.00	\$0.00
C - Road Sub-Total:							\$209,130.55		\$292,110.65
Retainage							\$20,913.06		

City of Farmington - West Oakland Street Reconstruction & Water Main Replacement

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
Division: D - Utilities									
64	Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	20.00 Ft	20.00	\$174.00	26.00	0.00	\$4,524.00	39.00	\$6,786.00
65	Dr Structure Cover, Type B	9.00 Ea	9.00	\$400.00	0.00	0.00	\$0.00	0.00	\$0.00
66	Dr Structure Cover, Type C	2.00 Ea	2.00	\$700.00	4.00	0.00	\$2,800.00	4.00	\$2,800.00
67	Dr Structure Cover, Type D	2.00 Ea	2.00	\$550.00	0.00	0.00	\$0.00	0.00	\$0.00
68	Dr Structure Cover, Type G	6.00 Ea	6.00	\$300.00	8.00	0.00	\$2,400.00	8.00	\$2,400.00
69	Dr Structure Cover, Type Q	10.00 Ea	10.00	\$450.00	1.00	0.00	\$450.00	1.00	\$450.00
70	Dr Structure, 24 inch dia	3.00 Ea	3.00	\$3,600.00	1.00	0.00	\$3,600.00	4.00	\$14,400.00
71	Utility Structure, Adj	33.00 Ea	33.00	\$450.00	8.00	0.00	\$3,600.00	8.00	\$3,600.00
72	Polyethylene Encasement	2306.00 Ft	2306.00	\$1.00	22.00	0.00	\$22.00	2276.50	\$2,276.50
73	Temporary Water Supply System, 2 inch	3886.00 Ft	3886.00	\$4.00	0.00	0.00	\$0.00	3884.00	\$15,536.00
74	Water Main, Class 54, DI, 6 inch, Tr Det G	105.00 Ft	105.00	\$127.00	0.00	0.00	\$0.00	75.00	\$9,525.00
75	Water Main, Class 54, DI, 8 inch, Tr Det G	2235.00 Ft	2235.00	\$189.00	22.00	0.00	\$4,158.00	2202.50	\$416,272.50
76	Connection to Existing Water Main	5.00 Ea	5.00	\$5,200.00	0.00	0.00	\$0.00	5.00	\$26,000.00
77	Curb Stop & Box, up to 1 inch	45.00 Ea	45.00	\$400.00	0.00	0.00	\$0.00	43.00	\$17,200.00
78	Fire Hydrant Assembly	6.00 Ea	6.00	\$6,700.00	0.00	0.00	\$0.00	6.00	\$40,200.00
79	Gate Valve & Box, 8 inch	3.00 Ea	3.00	\$3,550.00	0.00	0.00	\$0.00	4.00	\$14,200.00
80	Gate Valve & Well, 8 inch	4.00 Ea	4.00	\$5,900.00	0.00	0.00	\$0.00	3.00	\$17,700.00
81	Tapping Sleeve, Valve & Box	1.00 Ea	1.00	\$8,400.00	1.00	0.00	\$8,400.00	1.00	\$8,400.00
82	Temporary Hydrant Connection	4.00 Ea	4.00	\$250.00	0.00	0.00	\$0.00	4.00	\$1,000.00
83	Temporary Water Service Connection	43.00 Ea	43.00	\$60.00	0.00	0.00	\$0.00	42.00	\$2,520.00
84	Water Service Jumper Connect, up to 1 inch	44.00 Ea	44.00	\$600.00	0.00	0.00	\$0.00	28.00	\$16,800.00
85	Water Service, up to 1 inch	1.00 Ea	1.00	\$900.00	0.00	0.00	\$0.00	1.00	\$900.00
D - Utilities Sub-Total:							\$29,954.00		\$618,966.00
Retainage							\$2,995.40		
Division: E - Alley Removals									
86	Curb and Gutter, Rem	30.00 Ft	30.00	\$16.00	0.00	0.00	\$0.00	0.00	\$0.00
87	Pavt, Rem	229.00 Syd	229.00	\$4.00	0.00	0.00	\$0.00	0.00	\$0.00
E - Alley Removals Sub-Total:							\$0.00		\$0.00
Retainage							\$0.00		
Division: F - Alley Construction									
88	Mobilization, Max 5%, Alley	1.00 Ls	1.00	\$1,000.00	0.00	0.00	\$0.00	0.00	\$0.00
89	Audio Video Route Survey, Alley	1.00 Ls	1.00	\$500.00	0.00	0.00	\$0.00	0.00	\$0.00
90	Station Grading	2.00 Sta	2.00	\$2,980.00	0.00	0.00	\$0.00	0.00	\$0.00
91	Subgrade Undercutting, Type II (Modified)	8.00 Cyd	8.00	\$42.00	0.00	0.00	\$0.00	0.00	\$0.00
92	Subgrade Undercutting, Type II (Special)	8.00 Cyd	8.00	\$33.00	0.00	0.00	\$0.00	0.00	\$0.00
93	Aggregate Base, 21AA (limestone), 8 inch	129.00 Ton	129.00	\$22.00	0.00	0.00	\$0.00	0.00	\$0.00
94	MDOT HMA 13A, 2 inch, Base Course	25.00 Ton	25.00	\$175.00	0.00	0.00	\$0.00	0.00	\$0.00
95	MDOT HMA 13A, 2 inch, Wearing Course	25.00 Ton	25.00	\$175.00	0.00	0.00	\$0.00	0.00	\$0.00

City of Farmington - West Oakland Street Reconstruction & Water Main Replacement

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
96	Curb, Conc, Det E2	15.00 Ft	15.00	\$31.00	0.00	0.00	\$0.00	0.00	\$0.00
97	Minor Traf Devices	1.00 Ls	1.00	\$4,800.00	0.00	0.00	\$0.00	0.00	\$0.00
98	Turf Establishment	2.00 Sta	2.00	\$550.00	0.00	0.00	\$0.00	0.00	\$0.00
F - Alley Construction Sub-Total:							\$0.00		\$0.00
Retainage							\$0.00		

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period November 1, 2021 to November 26 A.D. , 20 21, performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from City of Farmington.

The owner, or his agents, in addition to the regular items set forth in the contract numbered 0111-20-0090 and dated June A.D., 20 21, for West Oakland Street Reconstruction.

executed between myself and the Owner, and in the Change Orders for work issued by the Owner in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time as set forth. There (is) (~~is not~~) an the itemized statement attached.

Date: December 1, 2021.

Company: V.I.L. Construction, Inc.

By: 

Position: President.

V.I.L. Construction, Inc.
 Comprehensive List of Additional Costs for West Oakland Street
 Through 11-30-21

Description	Date	Cost
Repairing Sanitary Leads in Conflict with the Water Main	9/27/21-10/1/21	TBD
Miscellaneous Unit Quantities	9-1-21 to 10-31-21	TBD
Emergency Repair of Temporary Water Homeowner Damaged	10/9/2021	TBD
Removed and Rest Manhole at Wilmarth and Oakland	10/19/2021	TBD
Reinforced Concrete Underneath Asphalt by Grand River		TBD
Additional Excavation for additional width of roadway section	10/19/21-10/26/21	TBD
Removed and Reset Fence at 34028 for Water Service	10/13/21-10/15/21	TBD
Rotating Flat Top at Corner of Cass and Oakland	11/1/2021	TBD

**Farmington City Council
Staff Report**

**Council Meeting
Date:**
December 20, 2021

**Item
Number
7G**

Submitted by:

Charles Eudy, Superintendent

Agenda Topic: Oakland Street Emergency Sewer Repair

Proposed Motion:

Move to ratify payment to D'Angelo Brothers Incorporated for the emergency sanitary sewer repair on Oakland Street in the amount of \$16,520.

Background:

During a zoom conference meeting with Pipeline Management, City Administration and Engineers at Orchard Hiltz & McCliment (OHM) were informed of a compromised sanitary sewer near 34101 Oakland Street. City Administration and OHM solicited quotes from D'Angelo Brothers Inc. (DBI) and VIL Construction to conduct the emergency repair. The quotes were received within two hours and were very competitive. To keep VIL focused for the completion of the Oakland Street Reconstruction, City Administration determined it was in the best interest of the community to have DBI conduct the repair. Repairs were completed within 24 hours and inspected by OHM.

D'Angelo Brothers Incorporated (DBI) is one of the Oakland County Water Resource Commission pre-qualified contractors to conduct water main and sewer repairs. Based upon preapproved hourly rates.

OHM and Public Works recommends approving payment to D'Angelo Brothers Incorporated located at 30750 Eight Mile Road Farmington Hills MI 48336 in the amount of \$16,520 for the emergency Sanitary sewer repair near 34101 Oakland Street.

Materials:

Invoice #8015-Farm



Invoice # 8015-Farm

11/23/21

PO Box 531330

Livonia, MI 48153

TO: City of Farmington

ATTN: Chuck E.

34101 Oakland St. Sanitary Sewer Install

DESCRIPTION OF WORK COMPLETED	Qty.	Unit	Hrs.	Rate	Total Per Line
Excavate & Repair/ Install new 8" Sanitary Sewer. Haul off all spoils. Full Compaction with Class II Sand & 21aa					
Service Trucks.					
Excavator & Operator					
Skid Steer & Operator Regular Time					
Skid Steer & Operator Over Time					
Labor, Regular Time					
Labor, Over Time					
Dump Truck Semi Regular Time					
Dump Truck Semi Over Time					
Tri Axle Dump					
Dump Truck Semi Regular Time					
Dump Truck Semi Over Time					
Power Saw					
Trench Box					
Plates & Sheeting					
Generator					
Pump					
Compaction					
					\$ 13,104.00

Materials	Qty.	Unit	Hrs.	Rate	Total Per Line
6A Stone					
Haul Off					
Class II Sand					
21 AA Crush Concrete					
Sewer Materials.					
					\$ 3,416.00
TOTAL					\$ 16,520.00

Farmington City Council Staff Report	Council Meeting Date: December 20, 2021	Item Number 7H
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Oakland Street Protruding Tap Removal		
Proposed Motion: Move to approve payment to Pipeline Management in the amount of \$25,597.25 for protruding tap removal, sewer cleaning and CCTV of the sanitary sewer on Oakland Street		
Background: <p>The sanitary sewer on Oakland Street between Gill Road & Grand River was found to have a significant number of protruding taps. Due to several items identified by Orchard Hiltz & McCliment (OHM) during the road reconstruction, OHM recommend having Pipeline Management cut out the protruding taps, clean, and CCTV the entire length of sanitary sewer prior to the wearing course of asphalt is placed. If deficiencies were found, the sanitary sewer could be repaired prior to the asphalt wearing course placement. If no deficiencies were found, construction would continue. After the road reconstruction is completed, this sanitary sewer should be scheduled to CIPP lining within the next 1-2 years.</p> <p>Pipeline Management completed the removal of the significant number protruding taps, cleaned, and CCTV the sanitary sewer on Oakland Street between Gill Road & Grand River. To preserve the sanitary sewer Pipeline Management needed to use the diamond cutting saw instead of other devices such as a chain knocker to remove the protruding taps. The diamond cutting saw results in a clean cut with minimal stress to the clay pipe. The chain knocker could have damaged the pipe and resulted in additional open cut repairs. The sanitary sewer is prepared for CIPP lining. One defect was found near 34101 Oakland Street and has been repaired. Pipeline Management, OHM and City Administration have reviewed the inspection reports there are no other deficiencies that will prevent the sewer from being lined or would require additional open cut excavations prior to CIPP lining.</p> <p>Removal of the protruding taps by Pipeline Management did identify defects in the sanitary sewer which could have resulted in sewage back up and potential PA 222 litigation.</p> <p>OHM has verified the amount of time and material Pipeline Management is requesting corresponds with the unit pricing provided in the October quote.</p> <p>Funding for the cleaning, CCTV, and protruding tap cutting was not included within the original scope of the contract with VIL Construction. Funding for this work will be drawn from the Water & Sewer fund balance.</p>		
Materials: Pipeline Management Invoice 2021-159, 2021-175 Pipeline Management Documentation of Exceedance Engineers' review of invoice		



PIPELINE MANAGEMENT CO., LLC

Michigan Department of Transportation Prequalified Contractor
Pipeline Inspection, Maintenance, Repair and Rehabilitation

Invoice No.	2021-159
Invoice Date:	11/24/2021
Payment Terms:	Net 30

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

Project Ref.: Oakland Road Prep (11/12/2021 - 11/16/2021)

Itemized Invoice Detail					
No.	Description	Quantity		Unit Price	Extension
1.	Field Superintendent	10.00	HR	\$ 82.00	\$ 820.00
2.	Foreman	46.00	HR	\$ 62.00	\$ 2,852.00
3.	Operator	46.00	HR	\$ 62.00	\$ 2,852.00
4.	Laborer	36.75	HR	\$ 58.00	\$ 2,131.50
5.	18" Jetter Vac	46.00	HR	\$ 130.00	\$ 5,980.00
6.	TV Grout Truck	46.00	HR	\$ 100.00	\$ 4,600.00
7.	Cargo Van	36.75	HR	\$ 25.00	\$ 918.75
8.	Root Cutter 12"	25.00	HR	\$ 35.00	\$ 875.00
9.	Supervisor's Vehicle	10.00	HR	\$ 25.00	\$ 250.00
10.	Traffic Cones	90.00	DAY	\$ 2.50	\$ 225.00
11.	Traffic Signs	-	DAY	\$ 6.00	\$ -
Total Invoice Amount					\$ 21,504.25

Please call 248-685-1500 if you have any questions concerning this invoice.
Thank you for your business!



PIPELINE MANAGEMENT CO., LLC

Michigan Department of Transportation Prequalified Contractor
Pipeline Inspection, Maintenance, Repair and Rehabilitation

Invoice No.	2021-175
Invoice Date:	12/15/2021
Payment Terms:	Net 30

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

Project Ref.: **Oakland Road Prep (12/03/2021)**

Itemized Invoice Detail					
No.	Description	Quantity		Unit Price	Extension
1.	Field Superintendent	-	HR	\$ 82.00	\$ -
2.	Foreman	8.50	HR	\$ 62.00	\$ 527.00
3.	Operator	8.50	HR	\$ 62.00	\$ 527.00
4.	Laborer	8.50	HR	\$ 58.00	\$ 493.00
5.	18" Jetter Vac	8.50	HR	\$ 130.00	\$ 1,105.00
6.	TV Grout Truck	8.50	HR	\$ 100.00	\$ 850.00
7.	Cargo Van	8.50	HR	\$ 25.00	\$ 212.50
8.	Root Cutter 12"	8.50	HR	\$ 35.00	\$ 297.50
9.	Supervisor's Vehicle		HR	\$ 25.00	\$ -
10.	Traffic Cones	18.00	DAY	\$ 2.50	\$ 45.00
11.	Traffic Signs	6.00	DAY	\$ 6.00	\$ 36.00
Total Invoice Amount					\$ 4,093.00

Please call 248-685-1500 if you have any questions concerning this invoice.
Thank you for your business!



PIPELINE MANAGEMENT CO., LLC

*Michigan Department of Transportation Prequalified Contractor
Pipeline Inspection, Maintenance, Repair and Rehabilitation*

December 10, 2021

City of Farmington
Attn: Mr. Chuck Eudy
33720 West. Nine Mile Road
Farmington, MI 48335

RE: Change Order Request for City of Farmington Oakland Street Prep For Lining Project

Dear Mr. Eudy:

Pipeline Management Company was asked to provide a quotation for prepping the sanitary sewer for full length lining on Oakland Street from Gill to Grand River. The quote was approved for \$15,000.00 not to exceed. This equated to approximately three crew days. We encountered numerous site condition changes and are requesting a change order to pay for the **\$6,504.25** T&M overage.

- PMC encountered numerous delays from other subcontractors that were working onsite to complete the Oakland Street Paving. This caused us to wait to clean and televise lines and to move around causing us to be less efficient. This was documented daily with OHM of the delays due to the other subcontractors.
- PMC encountered multiple pipe size changes within pipe segments causing delays. This was not known from information we had when quoting the project. Because of the pipe size changes, PMC had to reverse each of these sections and cut the mineral deposits and protruding taps backward, which is a much slower process.

Pipeline Management is also requesting a second increase of **\$4,093.00** for one additional day to finish the prepping of the pipe on Oakland. This work was completed on Friday, December 3rd. PMC had a phone conversation with OHM & the City of Farmington after one section of pipe partially collapsed when we tried to clean and televise causing us to stop. An open cut excavation was made. After the excavation, we were instructed to come back and prep the remaining two lines that needed to be completed.

Please email me at d Lusky@pipeline.us.com or contact me at (810) 923 9478 if you have any questions or concerns. Thank you for your time.

Sincerely,

David Lusky

Vice President/General Manager/Owner

Farmington City Council Staff Report	Council Meeting Date: December 20, 2021	Item Number 71
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Park Restroom Improvements.		
Proposed Motion: Move to approve Payment Application No. 2 in the amount of \$96,559.88 for the Shiawassee & Drake Park Restroom Improvement to Summit Company.		
Background: For a long time, residents and visitors to the parks have been requesting improvements to the park restrooms. The recent millage increase was approved by voters to conduct capital improvements throughout the City of Farmington, including the parks. City Administration has allocated funding the last couple of years for park restroom improvements. The current industry material shortage limited qualified contractors and labor shortage has resulted in escalating cost without an end in sight. The park restrooms were closed in late September to allow improvements to begin. Porta-potties have been placed at each park. Payment Application No. 1: Work completed for this payment application includes Completion of masonry, exterior siding, roofing, doors & hardware, and electrical. Substantial completion of carpentry. Tile is 50% completed and plumbing is 90% completed. The project Architect has reviewed the Payment Application No. 2 and agrees with payment of \$107,288.75 with \$10,728.88 held as retainage. Total due to Summit Company, located in Livonia, MI is \$96,599.88 All services by the Steve Schneemann, Architect developing the Park Restroom Improvement and reviewing payment applications is gratis for the benefit of the community,		
Materials: Summit Company Payment Application		



INVOICE

Date: 12/14/21
 Invoice: 6878
 Job-Draw No.: 90251-2

To: City of Farmington

Project: Park Toilet Building Renovations

Attn: Chuck Eudy

Location: 23500 Drake Road, Farmington
 32340 Shiawassee, Farmington

Architect: S3 Architecture

	Terms:	Net 30
--	---------------	---------------

Description	Amount
Provide labor, material, equipment, tools and supervision to complete the work to date at the referenced project.	
Gross Complete to Date	\$ 107,288.75
Less Retention	\$ 10,728.88

Total Due This Invoice **\$ 96,559.88**

Thank You

Make all checks payable to The Summit Company
 If you have any questions, please contact Jennifer Dattilio at (734) 261-3500

13191 Wayne Road • Livonia, Michigan 48150 • Phone (734) 261-3500 • Fax (734) 261-3076

APPLICATION FOR PAYMENT

OWNER: City of Farmington
PROJECT: Park Toilet Building Renovations
 23500 Drake Road
 32340 Shiawassee

CONTRACTOR: The Summit Company
 13191 Wayne Road
 Livonia, MI 48150

ARCHITECT: S3 Architecture

APPLICATION NUMBER: 2
PROJECT NUMBER: 90251

DISTRIBUTION:
 CONTRACTOR
 ARCHITECT
 File

Created with Paymee. www.Paymee.com

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Tony Dattilo
DATE: Dec. 14, 2021

State: MI Country: USA
 Subscribed & sworn to before me
 this 14th day of December, 2021
 Notary Public Name: Sara A King
 Commission Expiration Date: 11-17-2022

SARA A KING
 NOTARY PUBLIC - STATE OF MICHIGAN
 COUNTY OF WAYNE
 My Commission Expires Nov. 17, 2022
 Acting in the County of Wayne

ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

AMOUNT CERTIFIED: 96,559.88
 Provide explanation below or attached if amount certified does not match this application amount.
 Initial all figures & markups to agree with certified amount.

ARCHITECT: [Signature]
DATE: 12/17/2021

The Amount Certified is payable to the contractor listed above.

APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT:	315,911.20		
2. NET CHANGES TO CONTRACT:	-		
3. TOTAL CONTRACT AMOUNT:	315,911.20		
4. TOTAL COMPLETED AND STORED TO DATE:	293,126.59		
5. RETAINAGE:			
10.0% Retainage with adjustments	29,312.66		
6. TOTAL COMPLETED LESS RETAINAGE:	263,813.93		
7. LESS PREVIOUS APPLICATIONS:	167,254.06		
8. CURRENT PAYMENT DUE:	96,559.88		
9. BALANCE TO FINISH INCLUDING RETAINAGE:	52,097.27		

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	-	-
Changes From This Application:	-	-
Total:	-	-
Net Changes:	-	-

INVOICE SCHEDULE OF VALUES

THE SUMMIT COMPANY, INC.
13191 WAYNE ROAD
LIVONIA MI 48150

APPLICATION NUMBER:
APPLICATION DATE:

12/14/21

A ITEM NO.	B DESCRIPTION	C SCHEDULED VALUE	D		E WORK COMPLETED		F Stored Materials (not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)
			PREVIOUS APPLICATIONS	WORK IN PLACE	THIS APPLICATION	% (G/C)			
1	Permits	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	100%	\$ -
2	Bonds	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	100%	\$ -
3	Demolition	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	100%	\$ -
4	Masonry	\$ 50,000.00	\$ 37,500.00	\$ 12,500.00	\$ -	\$ -	\$ 50,000.00	100%	\$ -
5	Siding	\$ 27,000.00	\$ 17,550.00	\$ 9,450.00	\$ -	\$ -	\$ 27,000.00	100%	\$ -
6	Carpentry (rough, drywall & finish)	\$ 53,692.20	\$ 37,584.54	\$ 13,423.05	\$ -	\$ -	\$ 51,007.59	95%	\$ 2,684.61
7	Roofing	\$ 39,000.00	\$ 19,500.00	\$ 19,500.00	\$ -	\$ -	\$ 39,000.00	100%	\$ -
8	Doors & Hardware	\$ 7,000.00	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 7,000.00	100%	\$ -
9	Tile	\$ 20,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	50%	\$ 10,000.00
10	Painting	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 4,000.00
11	Plumbing	\$ 61,000.00	\$ 36,600.00	\$ 18,300.00	\$ -	\$ -	\$ 54,900.00	90%	\$ 6,100.00
12	Electrical	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	100%	\$ -
13	Contingency - \$28,719.00 Less CO's Below	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
14	COR#IR1 - Rework For OHID Header, LVL's, Added Attic Access	\$ 8,242.35	\$ 5,769.65	\$ 2,472.70	\$ -	\$ -	\$ 8,242.35	100%	\$ -
15	COR#2 Miscellaneous Items	\$ 20,476.65	\$ 14,333.65	\$ 6,143.00	\$ -	\$ -	\$ 20,476.65	100%	\$ -
Grand Totals		\$ 315,911.20	\$ 185,837.84	\$ 107,288.75	\$ -	\$ -	\$ 293,126.59	93%	\$ 22,784.61

Farmington City Council Staff Report	Council Meeting Date: December 20, 2021	Item Number 7J
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Change Order No.3 & Construction Estimate No. 4 for the Sidewalk Improvement Program		
Proposed Motion: Move to Approve payment to Luigi Ferdinandi & Son Cement Company, Change Order No.3, Construction Estimate No.4, in the amount of \$39,921.85 for the Farmington 2020 Sidewalk Program.		
<p>Background: In conjunction with the city's consulting engineer's Orchard Hiltz & McCliment Advisors (OHM), bids were solicited for the Farmington 2020/21 Sidewalk Program. The selection of selection of the areas to be replaced was based upon the condition of the sidewalks and other upcoming construction projects. The project was awarded to Luigi Ferdinandi & Son Cement Company Incorporated of Roseville Michigan at the March 2020 Council Meeting.</p> <p><u>Change Order No.3:</u> Is a balancing change order for work performed in Division D in the Warner Farms Subdivision and at City Hall.</p> <p><u>Construction Estimate No.4</u> In the amount of \$39,921.85 for work completed in Division D and release of \$34,168.54 of retainage held, and balancing change order No. 3 of \$5,753.31 due for work completed in the Warner Farms area. Current contract to date is \$699,124.04.</p> <p>Luigi's Ferdinandi & sons has been a great contractor to work with, and has worked well with the residents, OHM conducting this project. City Administration has requested the contractor to provide updated unit pricing to potential extend the sidewalk improvement contract an additional year.</p>		
<p>Materials: OHM Revised Change Order No. 3 & Payment Application No. 4</p>		

CHANGE ORDER



Project: City of Farmington - 2020 Sidewalk Program

Job Number: 0111-19-0030

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

Change Order Number: 3

Date: 12/15/2021

Print Date: 12/15/2021

Contractor: Luigi Ferdinandi & Son Cement Company Inc.
16481 Common Road
Roseville, MI 48066
(586) 774-1000

Note:

TO THE CONTRACTOR:

You are hereby directed to comply with the changes to the contract documents. This change order reflects work completed or anticipated.

OHM Advisors
34000 Plymouth Road
Livonia, MI 48150
(734) 522-6711

CURRENT PROJECT PLANS AND SPECIFICATIONS WILL BE ADHERED TO UNLESS SPECIFICALLY CHANGED BY THIS CHANGE ORDER DOCUMENT.

THE CONTRACT AMOUNT WILL BE CHANGED BY THE SUM OF:	\$5,753.31
Original Contract Amount:	\$443,878.00
Contract Amount Including Previous Change Orders:	\$693,370.73
Amount of this Change Order:	<u>\$5,753.31</u>
REVISED CONTRACT AMOUNT:	\$699,124.04

Accepted By

Luigi Ferdinandi & Son Cement Company
Inc.

Date

12/15/2021

Approved By

Chuck Eudy - Public Works Superintendent
- City of Farmington

Charles Eudy 12/15/21
ceudy@farmgov.com

Date

Recommended By

Michael McNutt, Engineer

Date

Items

Item No.	Description	Previous Authorized Quantity	Quantity Change	New Authorized Quantity	Unit Price	Total Increase
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THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT

Division: D - Warner Farms

Additional Items to the Contract:

67	Sidewalk, Rem	2300.48 Syd	57.47	2357.95	\$18.00	\$1,034.46
74	Structure Cover, Adj	5.00 Ea	2.00	7.00	\$250.00	\$500.00
76	Conc Pavt, Nonreinf, 8 inch	89.58 Syd	11.85	101.43	\$81.00	\$959.85
77	Curb and Gutter, Conc, Det F4	91.30 Ft	65.60	156.90	\$40.00	\$2,624.00
82	Sidewalk, Conc, 6 inch	1733.37 Sft	95.00	1828.37	\$7.00	\$665.00
SUB-TOTAL INCREASES DIVISION D - Warner Farms:						\$5,783.31

THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE SUBTRACTED FROM THE CONTRACT AMOUNT

Division: D - Warner Farms

Subtracted Items from the Contract:

71	Undercut Aggregate, 21AA Limestone	1.00 Cyd	-1.00	0.00	\$30.00	(\$30.00)
SUB-TOTAL DECREASES DIVISION D - Warner Farms:						(\$30.00)



December 15, 2021

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

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

Dear Mr. Eudy:

Enclosed are Payment Application No. 4 and Contractor Declaration for the referenced project.

Luigi Ferdinandi & Son Cement Company Inc. has completed the work shown on the attached payment application for the period ending December 15, 2021, and we would recommend payment to the Contractor in the amount of **\$39,921.85** which includes the partial release of previous held retainage.

Sincerely,
OHM Advisors

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

Matt Parks, P.E.
Client Representative

cc: Luigi Ferdinandi, Luigi Ferdinandi & Son Cement Company Inc. (via email)
Rosanna, Luigi Ferdinandi & Son Cement Company Inc. (via email)
Michael McNutt, OHM (via email)
File

P:\0101_0125\0111190030_2020_Sidewalk_Program_Construction\PA_CO\PA\No.4\2020 Sidewalk Program_Pay App No.4.docx

PAYMENT APPLICATION



Project: City of Farmington - 2020 Sidewalk Program

Job Number: 0111-19-0030

Number: 4

Period End Date: 12/15/2021

Status: Approved

Contract Start Date: 6/8/2020

Contract End Date: 9/15/2020

Contract Duration: 99

Print Date: 12/15/2021

OWNER: City of Farmington
23600 Liberty Street

CONTRACTOR: Luigi Ferdinandi & Son Cement Company Inc.
16481 Common Road

Farmington, MI 48335
(248) 474-5500

Roseville, MI 48066
(586) 774-1000

SCHEDULE On
STATUS:

NOTE:

Original Contract Amount:	\$443,878.00	Change Order 1:	\$13,252.00	Earnings This Period:	\$5,753.31
Change Orders Amount:	\$255,246.04	Change Order 2:	\$236,240.73	Earnings To Date:	\$699,124.04
Current Contract Amount:	\$699,124.04	Change Order 3:	\$5,753.31	Previous Retainage Amount:	\$34,668.54
			\$255,246.04	Retainage This Period:	(\$34,168.54)
				Less Total Retained To Date:	\$500.00
				Net Earned:	\$698,624.04
Retainage: Lump Sum				Previous Earnings:	\$658,702.19
				Amount Due Contractor:	\$39,921.85
					Amount Due Contractor includes (\$34,168.54) of previously held retainage

Approved By

Chuck Eudy - Public Works Superintendent - City of Farmington _____

Charles J. Eudy
12/16/2021
ceudy@farmgov.com

Date _____

Recommended By

Michael McNutt, Engineer _____

Date _____

Items

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
Division: A - Floral Park									
1	Audio Video Route Survey, Div. I	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
2	Mobilization, Max. \$4000, Div. I	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
3	Traffic Maintenance and Control, Div. I	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
4	Curb and Gutter, Rem	484.00 Ft	538.50	\$10.00	0.00	0.00	\$0.00	538.50	\$5,385.00
5	Sidewalk, Rem	1738.00 Syd	2302.00	\$18.00	0.00	0.00	\$0.00	2302.00	\$41,436.00
6	Pavt, Rem	587.00 Syd	2.00	\$18.00	0.00	0.00	\$0.00	2.00	\$36.00
7	Sidewalk Ramp, Rem	602.00 Syd	790.00	\$18.00	0.00	0.00	\$0.00	790.00	\$14,220.00
8	Excavation, Earth	46.00 Cyd	0.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
9	Undercut Aggregate, 21AA Limestone	43.00 Cyd	0.00	\$30.00	0.00	0.00	\$0.00	0.00	\$0.00
10	Aggregate Base, 21AA Limestone, 8 inch	176.00 Syd	0.00	\$18.00	0.00	0.00	\$0.00	0.00	\$0.00
11	Maintenance Aggregate, 21AA Limestone	10.00 Ton	0.00	\$30.00	0.00	0.00	\$0.00	0.00	\$0.00
12	Structure Cover, Adj	4.00 Ea	3.00	\$250.00	0.00	0.00	\$0.00	3.00	\$750.00
13	Hand Patching	3.00 Ton	0.00	\$250.00	0.00	0.00	\$0.00	0.00	\$0.00
14	Conc Pavt, Nonreinf, 8 inch	89.00 Syd	2.00	\$81.00	0.00	0.00	\$0.00	2.00	\$162.00
15	Curb and Gutter, Conc, Det F4	136.00 Ft	0.00	\$40.00	0.00	0.00	\$0.00	0.00	\$0.00
16	Curb Ramp Opening, Conc	348.00 Ft	573.50	\$40.00	0.00	0.00	\$0.00	573.50	\$22,940.00
17	Detectable Warning Surface	290.00 Ft	309.00	\$40.00	0.00	0.00	\$0.00	309.00	\$12,360.00
18	Sidewalk Ramp, Conc, 6 inch	5449.00 Sft	3967.00	\$8.00	0.00	0.00	\$0.00	3967.00	\$31,736.00
19	Sidewalk, Conc, 4 inch	13425.00 Sft	21481.00	\$6.00	0.00	0.00	\$0.00	21481.00	\$128,886.00
20	Sidewalk, Conc, 6 inch	2300.00 Sft	2601.00	\$7.00	0.00	0.00	\$0.00	2601.00	\$18,207.00
21	Irrigation Repair Allowance	1.00 Dlr	1.00	\$1,500.00	0.00	0.00	\$0.00	1.00	\$1,500.00
61	Structure Reconstruct	0.00 Ls	1.00	\$3,600.00	0.00	0.00	\$0.00	1.00	\$3,600.00
62	Restoration	0.00 Ls	1.00	\$7,450.00	0.00	0.00	\$0.00	1.00	\$7,450.00
A - Floral Park Sub-Total:							\$0.00		\$296,168.00
Retainage							(\$2,220.38)		
Division: B - Cloverdale Park									
22	Audio Video Route Survey, Div. II	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
23	Mobilization, Max. \$4000, Div. II	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
24	Traffic Maintenance and Control, Div. II	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
25	Stump, Rem, 6 inch to 18 inch	1.00 Ea	1.00	\$750.00	0.00	0.00	\$0.00	1.00	\$750.00
26	Curb and Gutter, Rem	220.00 Ft	243.00	\$10.00	0.00	0.00	\$0.00	243.00	\$2,430.00
27	Sidewalk, Rem	1307.00 Syd	1273.00	\$18.00	0.00	0.00	\$0.00	1273.00	\$22,914.00
28	Pavt, Rem	43.00 Syd	50.00	\$18.00	0.00	0.00	\$0.00	50.00	\$900.00
29	Sidewalk Ramp, Rem	331.00 Syd	403.00	\$18.00	0.00	0.00	\$0.00	403.00	\$7,254.00
30	Excavation, Earth	42.00 Cyd	0.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00

City of Farmington - 2020 Sidewalk Program

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
31	Undercut Aggregate, 21AA Limestone	42.00 Cyd	0.00	\$30.00	0.00	0.00	\$0.00	0.00	\$0.00
32	Aggregate Base, 21AA Limestone, 8 inch	131.00 Syd	0.00	\$18.00	0.00	0.00	\$0.00	0.00	\$0.00
33	Maintenance Aggregate, 21AA Limestone	10.00 Ton	0.00	\$30.00	0.00	0.00	\$0.00	0.00	\$0.00
34	Structure Cover, Adj	8.00 Ea	2.00	\$250.00	0.00	0.00	\$0.00	2.00	\$500.00
35	Hand Patching	7.00 Ton	3.00	\$250.00	0.00	0.00	\$0.00	3.00	\$750.00
36	Conc Pavt, Nonreinf, 8 inch	27.00 Syd	50.00	\$88.00	0.00	0.00	\$0.00	50.00	\$4,400.00
37	Curb and Gutter, Conc, Det F4	70.00 Ft	26.40	\$40.00	0.00	0.00	\$0.00	26.40	\$1,056.00
38	Curb Ramp Opening, Conc	150.00 Ft	216.60	\$40.00	0.00	0.00	\$0.00	216.60	\$8,664.00
39	Detectable Warning Surface	125.00 Ft	104.00	\$40.00	0.00	0.00	\$0.00	104.00	\$4,160.00
40	Sidewalk Ramp, Conc, 6 inch	2975.00 Sft	819.00	\$8.00	0.00	0.00	\$0.00	819.00	\$6,552.00
41	Sidewalk, Conc, 4 inch	9300.00 Sft	11926.00	\$6.00	0.00	0.00	\$0.00	11926.00	\$71,556.00
42	Sidewalk, Conc, 6 inch	2475.00 Sft	2067.00	\$7.00	0.00	0.00	\$0.00	2067.00	\$14,469.00
B - Cloverdale Park Sub-Total:							\$0.00		\$153,855.00
Retainage							(\$222.39)		
Division: C - Leelane & Orchard Lake									
43	Audio Video Route Survey, Div. III	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
44	Mobilization, Max. \$2500, Div. III	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
45	Traffic Maintenance and Control, Div. III	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
46	Curb and Gutter, Rem	52.00 Ft	73.00	\$10.00	0.00	0.00	\$0.00	73.00	\$730.00
47	Sidewalk, Rem	138.00 Syd	195.30	\$18.00	0.00	0.00	\$0.00	195.30	\$3,515.40
48	Pavt, Rem	3.00 Syd	462.70	\$18.00	0.00	0.00	\$0.00	462.70	\$8,328.60
49	Sidewalk Ramp, Rem	17.00 Syd	0.00	\$18.00	0.00	0.00	\$0.00	0.00	\$0.00
50	Excavation, Earth	8.00 Cyd	0.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
51	Undercut Aggregate, 21AA Limestone	8.00 Cyd	0.00	\$30.00	0.00	0.00	\$0.00	0.00	\$0.00
52	Aggregate Base, 21AA Limestone, 8 inch	14.00 Syd	0.00	\$27.00	0.00	0.00	\$0.00	0.00	\$0.00
53	Maintenance Aggregate, 21AA Limestone	2.00 Ton	19.87	\$50.00	0.00	0.00	\$0.00	19.87	\$993.50
54	Conc Pavt, Nonreinf, 8 inch	3.00 Syd	74.10	\$108.00	0.00	0.00	\$0.00	74.10	\$8,002.80
55	Curb and Gutter, Conc, Det F4	2.00 Ft	127.20	\$50.00	0.00	0.00	\$0.00	127.20	\$6,360.00
56	Curb Ramp Opening, Conc	50.00 Ft	0.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
57	Detectable Warning Surface	5.00 Ft	0.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
58	Sidewalk Ramp, Conc, 6 inch	148.00 Sft	9.30	\$10.00	0.00	0.00	\$0.00	9.30	\$93.00
59	Sidewalk, Conc, 4 inch	1240.00 Sft	2158.10	\$8.00	0.00	0.00	\$0.00	2158.10	\$17,264.80
60	Restoration for Division III at Violet	0.00 Syd	220.20	\$10.00	0.00	0.00	\$0.00	220.20	\$2,202.00
C - Leelane & Orchard Lake Sub-Total:							\$0.00		\$54,990.10
Retainage							(\$21.18)		
Division: D - Wamer Farms									
64	Mobilization, Max. \$4000, Div. 1	0.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
65	Traffic Maintenance and Control, Div. I	0.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
66	Curb and Gutter, Rem	0.00 Ft	109.30	\$10.00	0.00	0.00	\$0.00	109.30	\$1,093.00

City of Farmington - 2020 Sidewalk Program

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
67	Sidewalk, Rem	0.00 Syd	2357.95	\$18.00	57.47	0.00	\$1,034.46	2357.95	\$42,443.10
68	Pavt, Rem	0.00 Syd	51.30	\$18.00	0.00	0.00	\$0.00	51.30	\$923.40
70	Excavation, Earth	0.00 Cyd	17.10	\$50.00	0.00	0.00	\$0.00	17.10	\$855.00
71	Undercut Aggregate, 21AA Limestone	0.00 Cyd	0.00	\$30.00	-1.00	0.00	(\$30.00)	0.00	\$0.00
72	Aggregate Base, 21AA Limestone, 8 inch	0.00 Syd	15.00	\$18.00	0.00	0.00	\$0.00	15.00	\$270.00
74	Structure Cover, Adj	0.00 Ea	7.00	\$250.00	2.00	0.00	\$500.00	7.00	\$1,750.00
76	Conc Pavt, Nonreinf, 8 inch	0.00 Syd	101.43	\$81.00	11.85	0.00	\$959.85	101.43	\$8,215.83
77	Curb and Gutter, Conc, Det F4	0.00 Ft	156.90	\$40.00	65.60	0.00	\$2,624.00	156.90	\$6,276.00
78	Curb Ramp Opening, Conc	0.00 Ft	43.80	\$40.00	0.00	0.00	\$0.00	43.80	\$1,752.00
79	Detectable Warning Surface	0.00 Ft	25.00	\$40.00	0.00	0.00	\$0.00	25.00	\$1,000.00
80	Sidewalk Ramp, Conc, 6 inch	0.00 Sft	219.74	\$8.00	0.00	0.00	\$0.00	219.74	\$1,757.92
81	Sidewalk, Conc, 4 inch	0.00 Sft	18329.35	\$6.00	0.00	0.00	\$0.00	18329.35	\$109,976.10
82	Sidewalk, Conc, 6 inch	0.00 Sft	1828.37	\$7.00	95.00	0.00	\$665.00	1828.37	\$12,798.59
D - Wamer Farms Sub-Total:							\$5,753.31		\$194,110.94
Retainage							(\$31,704.59)		

CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

July 1, 2021 to December 15 A.D., 2021 performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for or claim compensation from City of Farmington or his agents, in addition to the regular items set forth in the Contract numbered 0111-19-0030 and dated June 8 A.D., 2020 for the Agreement executed between myself and the OWNER, and in the Change Orders for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

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

Date: 12/15/2021

By: Luigi Ferdinand & Son Cement
Luigi V. Ferder
Title: Vice President