



Regular City Council Meeting
7:00 p.m., Monday, July 17, 2023
City Council Chambers
23600 Liberty Street
Farmington, MI 48335

REGULAR MEETING AGENDA

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENT**
4. **APPROVAL OF ITEMS ON CONSENT AGENDA**
 - A. **City of Farmington Minutes**
 - B. **Farmington Monthly Payments Report**
 - C. **Farmington Public Safety Monthly Report**
 - D. **DPW Quarterly Report**
 - E. **Building Department Quarterly Report**
 - F. **Board and Commission Reappointments**
5. **APPROVAL OF REGULAR AGENDA**
6. **PRESENTATION/PUBLIC HEARINGS**
 - A. **City Building Infrastructure Report**
7. **NEW BUSINESS**
 - A. **Recommended Additions to the Farmington Employee Manual**
 - B. **Second Reading of Ordinance to Amend Chapter 18, Massage Facilities**
 - C. **Proposed text amendment Chapter 25: Signs – first reading**
 - D. **2022 Road Improvements**
 - E. **33825 Grand River Abatement**
 - F. **Consideration to approve resolution to join MiWARN**
 - G. **Patrol rifle purchase**
 - H. **Purchase of two new patrol cars**
8. **OTHER BUSINESS**
9. **CLOSED SESSION – For review of employment applications**
10. **PUBLIC COMMENT**
11. **CITY COUNCIL COMMENTS**
12. **ADJOURNMENT**

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



Special Council Meeting
6:00 p.m., Monday, June 19, 2023
Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on June 19, 2023 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	Present	
Steve Schneemann	Councilmember	Present	
Maria Taylor	Councilmember	Present	

City Administration Present

Director Houhanisin
City Clerk Mullison
City Manager Murphy
City Attorney Shortley
Director Weber

2. APPROVAL OF AGENDA

Move to approve the agenda as presented.

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

3. PUBLIC COMMENT

No public comment was heard.

4. DISCUSSION: MESSAGE ORDINANCE

Joellen Shortly of RSJA Law presented proposed changes to the current Massage ordinance prior to Council's consideration of a First Reading of the changes in the Regular meeting for June 19.

5. CLOSED SESSION: STRATEGY AND NEGOTIATION CONNECTED WITH THE NEGOTIATION OF A COLLECTIVE BARGAINING AGREEMENT

Move to enter closed session in connection with the negotiation of a collective bargaining agreement.

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

Council entered closed session at 6:13 pm.

Move to exit closed session.

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

Council exited closed session at 6:45 pm.

6. CONSIDERATION TO APPROVE THE 2022-2025 COAM CONTRACT AGREEMENT

Move to approve the 2022-2025 COAM contract as presented.

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

7. OTHER BUSINESS

City Manager Murphy brought up a memo about an extension for the SiFi Metro Act permit. Council agreed that the City Manager had their permission to sign the extension agreement.

8. COUNCIL COMMENT

Schneemann commented on the imminent Waste Management renewal and the five bag limit to the pickup as planned. He would like to find out about other options for the reduction in services and, in addition, wanted to be sure communication with residents had been planned about the changes in service.

9. ADJOURNMENT

Move to adjourn the meeting.

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

The meeting adjourned at 6:56 pm.

Sara Bowman, Mayor

Mary J. Mullison, City Clerk

Approval Date:



Regular City Council Meeting
7:00 p.m., Monday, June 19, 2023
Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on June 19, 2023, at 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 7:05 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	Present	
Maria Taylor	Councilmember	Present	

City Administration Present

Superintendent Eudy
Director Houhanisin
City Clerk Mullison
City Manager Murphy
City Attorney Schultz
Director Weber

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

Roger Avie, representative of the Emergency Preparedness Commission, reported that the Commission had made purchases toward the Stop the Bleed program, after which he talked about the EPC Tip of the Month: Unique Family and Household Needs.

Mark Forshee, also of the Emergency Preparedness Commission, described what should be in a Go Bag.

Peter Haapaniemi, 23907 Wilmarth, expressed concern about the project involving the Warner Mansion parking area and the disposition of the building there. He asked for more reporting about City plans to neighbors close by.

4. APPROVAL OF ITEMS ON CONSENT AGENDA

- A. Accept City of Farmington Board and Commission Minutes
- B. City of Farmington Minutes
 - a. May 15, 2023 Special
 - b. May 15, 2023 Regular
 - c. May 17, 2023 Special
 - d. May 24, 2023 Special
 - e. June 5, 2023 Special
 - f. June 5, 2023 Regular
- C. Farmington Monthly Payments Report
- D. Farmington Public Safety Monthly Report
- E. Special Event: Farmington Public Schools: Back to School Celebration

Move to approve the consent agenda as presented.

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

5. APPROVAL OF REGULAR AGENDA

Move to approve the regular agenda as presented.**

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

6. PRESENTATION/PUBLIC HEARINGS

A. Public Hearing – Fiscal Year 2023-24 Budget and Millage Rates

City Manager Murphy described changes and highlights in the previously presented proposed budget to be voted on later at this meeting.

Move to enter a Public Hearing for the purpose of considering the Fiscal Year 2023-24 Budget and Millage Rates.**

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

Public hearing was opened at 7:22 pm. No public comment was heard.

Public hearing was closed at 7:22 pm.

7. NEW BUSINESS

A. First reading of ordinance to amend Chapter 18, Massage Facilities

City Attorney representative Joellen Shortley was available for further Council questions pertaining to the proposed ordinance amendment. A full discussion on this ordinance change had already occurred at the Special Meeting immediately preceding this meeting.

Move to approve a First Reading of an amendment to Chapter 18 Massage Facilities to clarify the requirements for the practice of massage therapy in massage establishments.**

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

B. Consideration adopt Downtown Development Authority’s Fiscal Year 2023-24 Budget and establish 2023 Principal Shopping District Special Assessment

DDA Executive Director Kate Knight requested approval for the proposed DDA budget for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

Move to approve resolution to adopt the DDA Fiscal Year 2023-24 Budget and establish 2023-24 Principal Shopping District Special Assessment.**

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

C. Consideration to amend Fiscal Year 2022-23 Downtown Development Authority Budget

Knight explained that this amendment included an increase in TIF revenue that includes grants and other donations toward the Dinan Pocket Park, an increase in investment income, and an increase in TIF expenditures an increase in PSD total expenditures. Knight recommended allocating funds drawn from fund balance toward additional investment in plantscape replacement.

Move to approve the resolution amending the DDA 2022/23 Budget, as shown in the projected column of the attached report.**

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

D. Consideration to adopt Fiscal Year 2023-24 47th District Court, Brownfield Redevelopment Authority, Corridor Improvement Authority and Joint Agency Budgets

Murphy introduced and recommended adoption of several separate joint agency budgets.

Move to adopt Fiscal Year 2023-24 Budget Resolution for the 47th District Court, Brownfield Redevelopment Authority, Corridor Improvement Authority and Joint Agency Budgets.**

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

E. Consideration to adopt resolution to amend Residential Refuse/Recycling User Charge

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

Move to adopt resolution to amend Residential Refuse/Recycling User Charge effective July 1, 2023.**

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

F. Consideration to adopt resolution to amend Water and Sewer Rates, effective July 1, 2023

Director Weber recommended that Council adopt a resolution amending Chapter 11 of the City Fee Schedule, as presented.

Move to adopt a resolution amending Chapter 11 of the City Fee Schedule, as presented, which amends the water and sewer rates, effective July 1, 2022.**

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

G. Consideration to amend Employee Administrative Manual and Non-union Pay Plan

City Administration recommended that Council amend the employee administrative manual and non-union pay plan, effective July 1, 2023. The pay plan proposes to provide an across the board 5.00% increase.

Move to adopt resolution amending employee administrative manual and non-union pay plan, effective July 1, 2023.**

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

H. Consideration to amend Fiscal Year 2022-23 Budget

Murphy requested that Council adopt a year-end budget amendment. The year-end amendment is based on the estimates provided by departments during the budget process. It includes any construction fund carryovers from the preceding year, one-time items that were discussed during the budget presentation, and simply refining original budget estimates.

Move to adopt resolution amending Fiscal Year 2022-23 Budget.**

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

I. Consideration to adopt Fiscal Year 2023-24 Budget and establish millage rates

On April 24, 2023 Administration presented the 2023-2024 proposed budget to City Council. Two changes to the 2023-24 budget were proposed.

LaRussa thanked Administration for presenting a budget that breaks even on the General Fund and cited strong management for the amount of work evidenced in the presented budget.

Move to adopt resolution regarding Fiscal Year 2023-24 Budget and Millage Rates.**

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

J. 2023 Sidewalk Improvement Program

Superintendent Eudy reported on the progress of the Sidewalk Improvement Program and asked Council to approve an extension of a contract for the project.

Bowman noted that this was a great project and commended the work already done. She appreciated that the areas were well chosen and identified.

Move to approve Change Order No. 6, extending the 2020 Sidewalk Replacement Contract to Luigi Ferdinandi & Sons during the 2023/24 Fiscal Year.**

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

K. Warner Home Exterior Repairs

Eudy requested payment for final work on the exterior of the Governor Warner Mansion.

Move to approve Payment No. 4 Final to R. Graham Construction LLC of Farmington Michigan in the amount of \$29,067.50 for the Exterior Repairs at the Governor Warner Home.**

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

7a. OTHER BUSINESS

Bowman noted that two members of the Steering Committee for Farmington's Bicentennial Celebration had inadvertently been left off the motion when the committee was formed and added an item to rectify that omission. She asked if anyone objected to her using her mayoral power to appoint Maria Showich-Gallup and Courtney Showalter. Council consented to the appointments.

8. PUBLIC COMMENT

No public comment was heard.

9. CITY COUNCIL COMMENT

Schneemann thanked City Administration for making sure Council was well prepared for these budget decisions.

Balk added that before she was on Council she would not have known that Council had so much information to consider when making these decisions and noted that tonight's review packet was 153 pages of information on which to base their decisions.

10. ADJOURNMENT

Move to adjourn the meeting.

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

Meeting adjourned 7:54 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.

CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

MONTH OF JUNE 2023

FUND #	FUND NAME	AMOUNT:
101	GENERAL FUND	\$ 491,684.27
202	MAJOR STREET FUND	\$ 3,134.79
203	LOCAL STREET FUND	\$ 6,015.12
285	AMERICAN RESCUE ACT	\$ 18,227.73
401	CAPITAL IMPROVEMENT MILLAGE	\$ 173,645.55
592	WATER & SEWER FUND	\$ 291,494.19
595	FARMINGTON COMMUNITY THEATER FUND	\$ 27,592.47
640	DPW EQUIPMENT REVOLVING FUND	\$ 5,344.59
701	AGENCY FUND	\$ 4,599.00
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 30,695.79
	TOTAL CITY PAYMENTS ISSUED:	\$ 1,052,433.50
136	47TH DISTRICT COURT FUND	\$ 122,588.15
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 71,504.64
	TOTAL OTHER ENTITIES PAYMENTS ISSUED:	\$ 194,092.79
	TOTAL PAYMENTS ISSUED	\$ 1,246,526.29

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

CITY OF FARMINGTON - ACH PAYMENTS REPORT

MONTH OF JUNE 2023

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
General Fund	Chase (Disbursing Acct)	Direct Deposit Payroll	316,391.24
General Fund	Federal Gov't	W/H & FICA Payroll	85,361.25
General Fund	MERS	May Transfer	100,313.14
General Fund	MERS HCSP	May Transfer	6,075.20
General Fund	MERS	457 Plans - City & Dept. Head	24,415.75
General Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,888.30
TOTAL CITY ACH TRANSFERS			534,444.88
Court Fund	Chase (Disbursing Acct)	Direct Deposit Payroll	89,028.55
Court Fund	Federal Gov't	W/H & FICA Payroll	29,522.89
Court Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,473.00
Court Fund	ICMA	Health Savings/401 Accounts	7,592.40
Court Fund	The HSA Authority	Health Savings Account	557.68
TOTAL OTHER ENTITIES ACH TRANSFERS			128,174.52



Farmington Public Safety Department

Public Safety Director Bob Houhanisin

June 2023 Public Safety Incidents

UDAA

On June 2nd officers were dispatched to a residence on Alta Loma for a resident reporting that their vehicle had been taken without permission. The homeowner reported that their black Chevrolet Trailblazer was taken from their driveway between the hours of 7:30pm and 7:20am. It was apparent that the suspects broke out the vehicle's glass to gain entry into the vehicle. The case has been turned over to the Detective Bureau.

ID Theft

On June 6th at approximately 8:00 am, a Farmington resident came to the front desk to report they were a victim of ID Theft. The victim reported that multiple accounts were fraudulently opened in her name using her personal information.

UDAA

On June 6th at approximately 9:53 pm officers responded to the 24000 block of Orchard Lake on a report of a UDAA (stolen vehicle). The victim reported that they arrived to work at approximately 2:00 pm and upon leaving at 9:50 pm they observed their 2019 Kia Sportage was stolen. A report was taken and forwarded to the Detective Bureau for further investigation.

ID Theft

On June 8th at approximately 4:00 pm, a Farmington resident came to the front desk to report they were a victim of ID Theft. The victim reported that their credit card was fraudulently used at a hotel in the Metro Detroit area.

Uttering and Publishing

On June 9th at approximately 7:30pm, a local Farmington business owner came into the front desk to report they were a victim of a check that was fraudulently altered and cashed on behalf of their business account. The victim reported that they wrote a check using their business account in the amount of \$2600; however, the check was altered to show a new amount of \$3019. In addition, the payee's name was changed, and the check was then presented to a local bank where it was cashed. A report was taken and turned over to the detective bureau for further investigation.

Loud Party

On June 17th at approximately 11:30 pm, officers responded to the 36000 block of Vicary Ln for a loud music complaint. Upon arrival, officers spoke with homeowner who advised they were turning the music off for the night and going to bed.



Uttering and Publishing

On June 16th at approximately 1:00pm, a Farmington resident came into the front desk to report they were a victim of a check that was fraudulently altered and cashed on behalf of their personal bank account. The victim reported that they wrote two checks each for \$200; however, the checks were altered to show a new amount of \$6500. In addition, the payee's name was changed, and the checks were then presented to a local bank where they were cashed. A report was taken and turned over to the detective bureau for further investigation.

Fraud

On June 14th at approximately 1:00 am, a Farmington resident came into the station to report they were a victim of Fraud. The resident stated that they received a notification on their computer advising them that their computer was infected with a virus and to call a phone number to resolve the issue. The resident called the number and spoke with the suspect who convinced the resident to transfer \$8000 to a Bitstop ATM using a QR Code. A report was taken and turned over to the detective bureau for further investigation.



Crime Part	Crime Category	Jun-2023	May-2023	Percent Change	Jun-2022	Percent Change	YTD 2023	YTD 2022	Percent Change
A	ARSON	0	0	-	1	-100.0%	0	1	-100.0%
A	ASSAULT - AGGRAVATED	2	1	100.0%	1	100.0%	3	3	0.0%
A	ASSAULT - SIMPLE	4	4	0.0%	1	300.0%	19	16	18.8%
A	BURGLARY - ALL OTHER	1	0	-	0	-	5	0	-
A	BURGLARY - RESIDENTIAL	0	0	-	0	-	0	1	-100.0%
A	DAMAGE TO PROPERTY	3	0	-	0	-	8	9	-11.1%
A	DRUG OFFENSES	0	0	-	1	-100.0%	2	11	-81.8%
A	EMBEZZLEMENT	0	0	-	0	-	0	3	-100.0%
A	FORGERY / COUNTERFEITING	2	2	0.0%	1	100.0%	4	2	100.0%
A	FRAUD	2	2	0.0%	4	-50.0%	15	19	-21.1%
A	INTIMIDATION / STALKING	1	0	-	0	-	5	1	400.0%
A	LARCENY - ALL OTHER	2	1	100.0%	1	100.0%	12	9	33.3%
A	LARCENY - FROM AUTO (LFA)	2	2	0.0%	4	-50.0%	14	17	-17.6%
A	LARCENY - RETAIL FRAUD	1	0	-	0	-	3	2	50.0%
A	MOTOR VEHICLE THEFT / FRAUD	3	1	200.0%	0	-	7	1	600.0%
A	ROBBERY	0	1	-100.0%	0	-	1	0	-
A	SEX CRIME (VIOLENT)	0	0	-	0	-	0	2	-100.0%
A	STOLEN PROPERTY	0	1	-100.0%	2	-100.0%	2	2	0.0%
A	WEAPONS OFFENSE	0	1	-100.0%	3	-100.0%	6	9	-33.3%
A	Total	24	16	50.0%	19	26.3%	107	108	-0.9%
B	ACCIDENT - HIT & RUN	0	1	-100.0%	1	-100.0%	1	1	0.0%
B	BURGLARY - ALL OTHER	0	0	-	0	-	2	0	-
B	FAMILY OFFENSE	1	1	0.0%	0	-	3	2	50.0%
B	FRAUD	3	0	-	0	-	6	6	0.0%
B	HEALTH AND SAFETY	0	0	-	0	-	3	1	200.0%
B	LIQUOR LAW VIOLATION	3	6	-50.0%	5	-40.0%	19	17	11.8%
B	OBSTRUCTING JUSTICE	5	3	66.7%	2	150.0%	26	12	116.7%
B	OBSTRUCTING POLICE	0	2	-100.0%	1	-100.0%	7	9	-22.2%
B	OUI OF LIQUOR / DRUGS	12	13	-7.7%	12	0.0%	70	67	4.5%
B	PUBLIC PEACE	0	1	-100.0%	2	-100.0%	5	2	150.0%
B	TRESPASSING / INVASION OF PRIVACY	0	1	-100.0%	2	-100.0%	1	2	-50.0%
B	Total	25	30	-16.7%	28	-10.7%	152	127	19.7%
C	ACCIDENT	19	24	-20.8%	22	-13.6%	118	112	5.4%
C	CITATION	17	20	-15.0%	23	-26.1%	118	171	-31.0%
C	FAMILY OFFENSE	2	3	-33.3%	5	-60.0%	29	31	-6.5%
C	MISSING PERSON / RUNAWAY	0	1	-100.0%	0	-	1	4	-75.0%
C	SUSPICIOUS	56	52	7.7%	63	-11.1%	292	357	-18.2%
C	WARRANT	15	12	25.0%	18	-16.7%	74	93	-20.4%
C	Total	789	878	-10.1%	963	-18.1%	4,877	5,568	-12.4%
D	CITATION	1	1	0.0%	2	-50.0%	5	5	0.0%
D	OUI OF LIQUOR / DRUGS	0	0	-	0	-	1	0	-
D	Total	28	28	0.0%	38	-26.3%	205	179	14.5%

Respectfully,

Bob Houhanisin
 Director of Public Safety



DEPARTMENT OF PUBLIC WORKS QUARTERLY REPORT
APRIL THROUGH JUNE 2023

Description		Reg Hours	Reg Gross	Ot Hours	OT Gross	Gross	Explanation
BUILDINGS & GROUNDS	101-265.00-706.000	128.50	3,670.50	0.00	0.00	3,670.50	
BUILDINGS & GROUNDS SEASONALS	101-265.00-707.000	94.00	1,355.81	0.00	0.00	1,355.81	
CEMETERIES	101-276.00-706.000	158.50	4,408.01	0.00	0.00	4,408.01	
CEMETERIES, SEASONALS	101-276.00-707.000	194.00	2,802.93	0.00	0.00	2,802.93	
CEMETERIES, OVERTIME	101-276.00-709.000	0.00	0.00	9.75	420.69	420.69	
POLICE & FIRE, REPAIR/MAINTENANCE	101-345.00-930.001	1.25	36.99	0.00	0.00	36.99	
PUBLIC WORKS	101-441.00-706.000	312.50	8,897.76	0.00	0.00	8,897.76	
PUBLIC WORKS, SEASONALS	101-441.00-707.000	156.25	2,277.16	0.00	0.00	2,277.16	
PUBLIC WORKS, OVERTIME	101-441.00-709.000	0.00	0.00	76.00	3,438.02	3,438.02	
DDA	101-442.00-706.000	70.75	2,001.72	0.00	0.00	2,001.72	
DDA, SEASONALS	101-442.00-707.000	22.00	319.25	0.00	0.00	319.25	
DDA, OVERTIME	101-442.00-709.000	0.00	0.00	17.50	736.84	736.84	
PARKING LOTS	101-443.00-706.000	24.75	701.84	0.00	0.00	701.84	
PARKING LOTS, SEASONALS	101-443.00-707.000	10.00	145.02	0.00	0.00	145.02	
PARKING LOTS, OVERTIME	101-443.00-709.000	0.00	0.00	6.50	286.79	286.79	
SIDEWALKS	101-444.00-706.000	1.00	29.31	0.00	0.00	29.31	
RUBBISH-RECYCLING COLLECTION	101-528.00-706.000	6.75	194.56	0.00	0.00	194.56	
PARKS	101-751.00-706.000	566.75	15,961.26	0.00	0.00	15,961.26	
PARKS, SEASONALS	101-751.00-707.000	719.25	10,844.30	0.00	0.00	10,844.30	
PARKS, OVERTIME	101-751.00-709.000	0.00	0.00	64.50	2,860.32	2,860.32	
FARMER'S MARKET	101-760.00-706.000	1.75	49.45	0.00	0.00	49.45	
WARNER HOME	101-804.00-706.000	79.75	2,257.08	0.00	0.00	2,257.08	
WARNER HOME, SEASONALS	101-804.00-707.000	24.50	353.50	0.00	0.00	353.50	
WARNER HOME, OVERTIME	101-804.00-709.000	0.00	0.00	2.50	111.19	111.19	
ROUTINE MAINTENANCE, MAJOR STREETS	202-463.00-706.000	185.50	5,162.01	0.00	0.00	5,162.01	
ROUTINE MAINTENANCE, MAJOR STREETS, SEASONALS	202-463.00-707.000	214.00	3,173.81	0.00	0.00	3,173.81	
ROUTINE MAINTENANCE, MAJOR STREETS, OVERTIME	202-463.00-709.000	0.00	0.00	14.50	641.08	641.08	
TRAFFIC SERVICES MAINTENANCE, MAJOR STREETS	202-474.00-706.000	43.00	1,259.07	0.00	0.00	1,259.07	
TRAFFIC SERVICES MAINTENANCE, MAJOR STREETS, SEASONAL	202-474.00-707.000	4.25	61.63	0.00	0.00	61.63	
TRAFFIC SERVICES MAINTENANCE, MAJOR STREETS, OVERTIME	202-474.00-709.000	0.00	0.00	42.50	1,748.48	1,748.48	
WINTER MAINTENANCE, MAJOR STREETS	202-478.00-706.000	2.00	59.18	0.00	0.00	59.18	
SURFACE MAINTENANCE, TRUNK	202-486.00-706.000	10.00	290.53	0.00	0.00	290.53	
SURFACE MAINTENANCE, TRUNK, OVERTIME	202-486.00-707.000	4.25	61.63	0.00	0.00	61.63	
SWEEP & FLUSH, TRUNK	202-488.00-706.000	19.50	539.66	0.00	0.00	539.66	
SWEEP & FLUSH, TRUNK, SEASONALS	202-488.00-707.000	5.50	78.38	0.00	0.00	78.38	
SWEEP & FLUSH, TRUNK, OVERTIME	202-488.00-709.000	0.00	0.00	8.50	365.83	365.83	
GRASS TRUNK,	202-493.00-706.000	13.50	368.06	0.00	0.00	368.06	
GRASS TRUNK, SEASONALS	202-493.00-707.000	49.00	708.17	0.00	0.00	708.17	
TRAFFIC SIGNS/SIGNALS TRUNK	202-494.00-706.000	0.00	0.00	0.00	0.00	0.00	
TRAFFIC SIGNS/SIGNALS TRUNK, OVERTIME	202-494.00-709.000	0.00	0.00	1.00	41.28	41.28	
ROUTINE MAINTENANCE, COUNTY ROAD	202-508.00-706.000	4.50	124.03	0.00	0.00	124.03	
ROUTINE MAINTENANCE, COUNTY ROAD, SEASONALS	202-508.00-707.000	33.00	478.00	0.00	0.00	478.00	
ROUTINE MAINTENANCE, COUNTY ROAD, OVERTIME	202-508.00-709.000	0.00	0.00	3.50	148.11	148.11	

ROUTINE MAINTENANCE, LOCAL STREETS	203-463.00-706.000	420.50	11,710.18	0.00	0.00	11,710.18
ROUTINE MAINTENANCE, LOCAL STREETS, SEASONALS	203-463.00-707.000	84.00	1,209.75	0.00	0.00	1,209.75
TRAFFIC SERVICES MAINTENANCE, LOCAL STREETS	203-474.00-706.000	107.50	3,163.11	0.00	0.00	3,163.11
SUPERVISION, WATER/SEWER	592-620.00-706.000	11.00	2,425.63	0.00	0.00	2,425.63
TRANSMISSION & DISTRIBUTION, WATER	592-621.00-706.000	506.75	14,684.84	0.00	0.00	14,684.84
TRANSMISSION & DISTRIBUTION, WATER, SEASONALS	592-621.00-707.000	24.50	355.26	0.00	0.00	355.26
TRANSMISSION & DISTRIBUTION, WATER, OVERTIME	592-621.00-709.000	0.00	0.00	21.50	931.60	931.60
SEWER LINES	592-622.00-706.000	235.75	6,833.25	0.00	0.00	6,833.25
SEWER LINES, OVERTIME	592-622.00-709.000	0.00	0.00	34.50	1,482.59	1,482.59
MAINTENANCE, METERS	592-623.00-706.000	6.50	192.35	0.00	0.00	192.35
MAINTENANCE, HYDRANTS	592-624.00-706.000	113.75	3,311.90	0.00	0.00	3,311.90
MAINTENANCE, HYDRANTS, OVERTIME	592-624.00-709.000	0.00	0.00	7.50	329.65	329.65
MAINTENANCE, SEWAGE RETENTION FACILITY	592-625.00-706.000	22.00	645.02	0.00	0.00	645.02
MAINTENANCE, SEWAGE RETENTION FACILITY, SEASONALS	592-625.00-707.000	20.00	288.04	0.00	0.00	288.04
MAINTENANCE, SEWAGE RETENTION FACILITY, OVERTIME	592-625.00-709.000	0.00	0.00	5.75	272.73	272.73
MAINTENANCE, SEWER PUMPS	592-626.00-706.000	94.75	2,762.22	0.00	0.00	2,762.22
MAINTENANCE, SEWER PUMPS, OVERTIME	592-626.00-709.000	0.00	0.00	1.50	63.34	63.34
METER READINGS & UTILITY BILLING	592-632.00-706.000	75.00	2,174.87	0.00	0.00	2,174.87
MISCELLANEOUS CUSTOMER SERVICES	592-633.00-706.000	21.00	615.35	0.00	0.00	615.35
MAINTENANCE, GENERAL PLANT	592-666.00-706.000	9.75	281.72	0.00	0.00	281.72
MAINTENANCE, EQUIPMENT	592-668.00-706.000	54.50	1,572.80	0.00	0.00	1,572.80
INSPECTIONS, WATER/SEWER, MISS DIGS	592-671.00-706.000	174.75	5,128.63	0.00	0.00	5,128.63
INSPECTIONS, WATER/SEWER, MISS DIGS, OVERTIME	592-671.00-709.000	0.00	0.00	2.50	109.41	109.41
NEW WATER METERS	592-692.00-706.000	1.50	44.96	0.00	0.00	44.96
CAPITAL OUTLAY	640-000.00-706.000	190.67	5,624.25	0.00	0.00	5,624.25
CAPITAL OUTLAY, OVERTIME	640-000.00-709.000	0.00	0.00	1.00	44.39	44.39
Grand Totals:		6,490.90	172,422.79	321.00	14,032.34	186,455.13

CITY OF FARMINGTON
BUILDING DEPARTMENT

4th Quarter Report

April 1, 2023
through
June 30, 2023

Jeffrey Bowdell
Building Official
Building Inspector

FY 2022 - 23

MONTH	NEW HOMES		HOME REMODEL		SHEDS/GARAGES		COMMERCIAL REMODEL		COMMERCIAL BUILDING		INDUSTRIAL REMODEL	
	No. of Permits	Value	No. of Permits	Value	No. of Permits	Value	No. of Permits	Value	No. of Permits	Value	No. of Permits	Value
JULY	0	\$0	1	\$19,945	1	\$31,900	0	\$0	0	\$0	0	\$0
AUGUST	0	\$0	0	\$0.00	2	\$17,500	0	\$0	0	\$0.00	0	\$0
SEPTEMBER	0	\$0	4	\$479,275	0	\$0	0	\$0	0	\$0	0	\$0
OCTOBER	0	\$0	1	\$10,000	0	\$0	0	\$0	0	\$0	0	\$0
NOVEMBER	0	\$0	1	\$50,972.35	2	\$37,300	0	\$0	0	\$0	0	\$0
DECEMBER	0	\$0	1	\$52,984	0	\$0	1	\$423,000	0	\$0	0	\$0
JANUARY	0	\$0	1	\$15,000	0	\$0	1	\$250,000	0	\$0	0	\$0
FEBRUARY	0	\$0	0	\$0	0	\$0	3	\$226,589	0	\$0	1	\$200,000
MARCH	1	\$331,199	1	\$14,500	0	\$0	1	\$10,000	0	\$0	0	\$0
APRIL	0	\$0	0	\$0	1	\$1,500	4	\$803,652	0	\$0	0	\$0
MAY	0	\$0	1	\$75,000	0	\$0	3	\$740,283	0	\$0	0	\$0
JUNE	2	\$622,655	0	\$0	0	\$0	3	\$754,500	0	\$0	0	\$0
TOTAL	3	\$953,854	11	\$717,676.17	6	\$88,200	16	\$3,208,024	0	\$0.00	1	\$200,000

2021 - 22 CASH SHEET SUMMARY

	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June
Building	\$3,750	\$16,330	\$14,615	\$9,595	\$9,170	\$7,845	\$9,475	\$11,960	\$3,775	\$19,055	\$18,710	\$24,115
Building Registration	\$210	\$420	\$330	\$150	\$240	\$60	\$420	\$210	\$270	\$480	\$450	\$420
Building Bond	\$200	\$1,300	\$3,200	\$7,200	\$2,000	\$1,300	\$1,100	\$0	\$0	\$5,500	\$2,200	\$1,100
Performance Bond	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Tap/Meter	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250	\$0	\$2,800	\$0	\$4,500
Sewer Tap	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,600	\$0	\$0	\$0	\$3,200
Construction Water	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water/Sewer Debt	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sign	\$40	\$190	\$0	\$390	\$154	\$60	\$146	\$0	\$32	\$48	\$415	\$408
Sign Registration	\$30	\$30	\$0	\$60	\$0	\$60	\$60	\$0	\$0	\$30	\$30	\$60
Fence	\$0	\$1,015	\$855	\$0	\$505	\$445	\$0	\$0	\$80	\$410	\$685	\$800
Fence Registration	\$0	\$30	\$60	\$0	\$30	\$30	\$0	\$0	\$0	\$60	\$30	\$60
Pool	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$65	\$0
Approach/Sidewalk	\$0	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mechanical	\$3,335	\$5,535	\$3,970	\$1,485	\$2,685	\$2,080	\$2,085	\$3,624	\$3,320	\$3,970	\$2,485	\$3,597
Mechanical Registration	\$15	\$90	\$105	\$90	\$75	\$60	\$75	\$105	\$90	\$115	\$120	\$75
Electrical	\$2,294	\$4,027	\$2,066	\$3,353	\$2,032	\$2,042	\$2,518	\$3,275	\$2,651	\$1,647	\$3,001	\$2,924
Electrical Registration	\$150	\$210	\$120	\$210	\$90	\$120	\$300	\$270	\$176	\$240	\$300	\$210
Plumbing	\$995	\$1,765	\$635	\$1,130	\$930	\$1,275	\$2,655	\$1,120	\$1,195	\$1,205	\$1,055	\$1,840
Plumbing Registration	\$60	\$120	\$60	\$90	\$0	\$90	\$240	\$60	\$60	\$90	\$90	\$45
Zoning Board of Appeals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Fees	\$0	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0	\$0
Planner Fees	\$250	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Plan Review	\$0	\$0.00	\$0	\$0	\$50	\$0	\$0	\$250	\$0	\$1,725	\$0	\$2,850
Foreclosures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
False Alarm	\$255	\$315	\$50	\$700	\$215	\$295	\$1,265	\$355	\$190	\$455	\$155	\$395
Other	\$0	\$100	\$0	\$200	\$200	\$150	\$200	\$100	\$250	\$100	\$200	\$50
Total	\$11,584.00	\$31,477.00	\$26,216.00	\$24,652.50	\$18,376.00	\$15,911.50	\$20,539.00	\$25,179.00	\$12,089.00	\$37,930.00	\$29,990.84	\$46,648.80

NUMBER OF PERMITS ISSUED BY MONTH

FY 2022 - 23

	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	Total
Single Family Home	0	0	0	0	0	0	0	0	1	0	0	2	3
Residential Alteration	2	0	4	1	1	1	2	1	1	0	0	0	13
Garage/Shed	1	2	0	0	2	0	0	1	0	1	0	0	7
Commercial Building	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Alteration	0	0	0	0	0	1	1	3	1	4	2	3	15
Industrial Building	0	0	0	0	0	0	0	0	0	0	0	0	0
Industrial Alteration	0	0	0	0	0	0	0	0	0	0	0	0	0
Church, School	0	0	0	0	0	0	0	0	0	0	0	0	0
Church, School Alteration	0	1	0	0	0	0	0	0	0	0	0	0	1
Office, Bank, Professional Building	0	0	0	0	0	0	0	0	0	0	0	0	0
Office, Bank, etc Alteration	0	0	0	0	0	0	0	0	0	0	0	0	0
Swimming Pool	0	0	0	0	0	0	0	0	0	0	1	0	1
Fence	0	11	6	0	2	2	0	0	1	5	5	6	38
Sign	1	4	0	12	2	1	2	0	1	1	4	6	34
Bldg w/sign (value)	1	3	0	4	2	1	2	0	1	1	5	6	26
Fire Repair	0	0	0	0	0	0	0	0	0	0	1	0	1
Observable Inspection	0	0	0	0	0	0	0	0	0	0	0	0	0
Roof, Siding, Windows	7	17	14	15	15	9	14	4	6	14	24	21	160
Sidewalk/Approach	0	0	0	0	0	0	0	0	0	0	0	0	0
Demolition	0	1	0	0	1	0	0	0	0	1	0	0	3
Temporary Signs	0	0	0	0	0	0	0	0	0	0	0	1	1
Other	0	11	6	8	10	5	3	2	2	5	7	7	66
Total	12	50	30	40	35	20	24	11	14	32	49	52	369

BUILDING PERMITS

	2022 - 2023		2021 - 2022		2020 - 21	
MONTH	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES
JULY	12	\$3,750	32	\$ 33,050	26	\$ 5,665.00
AUGUST	50	\$16,330	55	\$27,890	42	\$8,175
SEPTEMBER	30	\$14,615	45	\$15,085	44	\$19,770
OCTOBER	40	\$9,595	61	\$21,145	38	\$15,630
NOVEMBER	35	\$9,170	41	\$16,465	20	\$3,935
DECEMBER	20	\$7,845	16	\$5,300	13	\$4,905
JANUARY	24	\$9,475	30	\$18,990	25	\$7,925
FEBRUARY	10	\$11,960	25	\$6,070	20	\$3,060
MARCH	14	\$3,775	45	\$31,905	36	\$8,055
APRIL	32	\$19,055	32	\$10,600	47	\$15,870
MAY	49	\$18,710	46	\$9,945	45	\$10,060
JUNE	52	\$24,115	24	\$10,470	30	6560
TOTAL	368	\$148,395	452	\$206,915	386	\$109,610

ELECTRIC PERMITS

	2022 - 2023		2021 - 2022		2020 - 2021	
MONTH	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES
JULY	22	\$2,294	16	\$1,057	19	\$2,070
AUGUST	34	\$4,027	28	\$4,123	9	\$1,388
SEPTEMBER	15	\$2,294	23	\$4,218	23	\$3,115
OCTOBER	25	\$3,353	24	\$3,468	24	\$2,368
NOVEMBER	18	\$2,032	32	\$4,245	19	\$2,009
DECEMBER	13	\$2,042	21	\$3,145	10	\$1,670
JANUARY	20	\$2,518	32	\$3,201	16	\$2,114
FEBRUARY	20	\$3,275	16	\$2,207	15	\$1,753
MARCH	17	\$2,651	21	\$4,304	20	\$3,728
APRIL	16	\$1,647	21	\$2,060	19	\$3,015
MAY	23	\$3,001	15	\$1,591	27	\$3,837
JUNE	22	\$2,924	30	\$3,620	19	\$4,393
TOTAL	245	\$32,058	279	\$37,239	220	\$31,460

MECHANICAL PERMITS

	2022 - 2023		2021 - 2022		2020 - 2021	
MONTH	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES
JULY	19	\$3,335	17	\$2,760	16	\$2,850
AUGUST	35	\$5,535	19	\$3,565	7	\$1,290
SEPTEMBER	23	\$3,970	12	\$2,307	11	\$1,870
OCTOBER	11	\$1,485	19	\$2,710	25	\$4,570
NOVEMBER	15	\$2,685	27	\$5,425	15	\$2,320
DECEMBER	12	\$2,080	18	\$3,845	11	\$2,060
JANUARY	12	\$2,085	26	\$4,020	18	\$2,400
FEBRUARY	19	\$3,624	12	\$2,815	10	\$1,810
MARCH	17	\$3,320	33	\$6,695	8	\$1,450
APRIL	18	\$3,970	19	\$3,185	14	\$2,460
MAY	16	\$2,485	9	\$1,360	25	\$4,500
JUNE	18	\$3,597	31	\$5,890	25	\$3,966
TOTAL	215	\$38,171	242	\$44,577	185	\$31,546

PLUMBING PERMITS

	2022 - 2023		2021 - 2022		2020 -2021	
MONTH	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES
JULY	2	\$995	6	\$1,465	8	\$1,555
AUGUST	18	\$1,765	11	\$2,475	6	\$855
SEPTEMBER	3	\$635	6	\$1,155	13	\$2,220
OCTOBER	8	\$1,130	6	\$1,325	7	\$1,320
NOVEMBER	5	\$930	11	\$2,080	6	\$810
DECEMBER	10	\$1,275	6	\$905	7	\$760
JANUARY	12	\$2,655	7	\$855	8	\$1,195
FEBRUARY	6	\$1,120	16	\$3,595	3	\$550
MARCH	4	\$1,195	16	\$2,830	9	\$1,740
APRIL	7	\$1,205	14	\$2,075	8	\$2,305
MAY	8	\$1,055	10	\$1,885	11	\$2,645
JUNE	8	\$1,840	12	\$3,815	8	\$1,865
TOTAL	91	\$15,800	121	\$24,460	94	\$17,820

CODE ENFORCEMENT LOG

MONTH: April 2023

VIOLATIONS	METHOD OF CONTACT				TOTAL
	PHONE	VERBAL	LETTER	WARNING TICKET	
unoperable vehicle	1				1
Recreational Vehicles	6				6
Trash cans at curb					
Streets / Sidewalks					
Commercial Property Maint./Dumpster	1				1
Signs					
Housing Code					
Fences					
Nuisances	2				2
Zoning: unapproved use					
Grass over 8"					
Work w/o permit	1				1
Blight: yard/outdoor	3				3
unapproved outside sales	3				3
improper disposal grease					
unauthorized use of bldg					
improper storage					
Barrier-free parking not enough spaces					
Lights					
Total	17	0	0		17

RESULTS						
COMPLIANCE	NON-COMPLIANCE	COURT	PENDING	CITY COUNCIL	ZONING BOARD	TOTAL
	1					1
2	4					6
1						1
2						2
1						1
2	1					3
1	2					3
9	8		0			17

INSPECTIONS	
Gas Pressure Tests	2
Rough Building	2
Final Building	13
Foundation	0
Initial Compliance	2
Roof	8
Heating/Cooling	17
Fire Test Hood Suppression	0
Fireplace	0
Foreclosure	0
Total	44

PLAN REVIEW	
Signs	0
Buildings	2
Fences	0
Decks	0
Hood Suppression	0
Demolition	0
Zoning Compliance	0
Total	2

CODE ENFORCEMENT LOG

MONTH: May 2023

VIOLATIONS	METHOD OF CONTACT				TOTAL
	PHONE	Inspection	LETTER	WARNING TICKET	
Automobiles					
Recreational Vehicles		6			6
Trash/dumpster					
Streets / Sidewalks			1		1
Comm. Property Maint.		2			2
Signs					
Unapproved use					
Fences					
Nuisances		1			1
Shed/acc bldg					
Property Blight	3				3
Grass (over 8")		32			32
Brush/haz tree					
Blight Vehicles					
Storage / Pods					
Signs					
Snow					
Work w/o permit		1	1		2
Total	3	42	2	0	47

RESULTS						
COMPLIANCE	NON-COMPLIANCE	COURT	PENDING	CITY COUNCIL	ZONING BOARD	TOTAL
1	5					6
			1			1
1			1			2
			1			1
	3					3
19	8		5			32
2						2
23	16	0	8			47

INSPECTIONS	
Gas Pressure Tests	2
Rough Building	6
Final Building	12
Foundation	0
Observable Component	0
Roof	5
Heating/Cooling	12
Fireplace	1
Foreclosures	0
Total	38

PLAN REVIEW	
Signs	0
Buildings	0
Fences	0
Decks	0
Hood Suppression	0
Demolition	0
Fire Repair	0
Pool	0
Total	0

CODE ENFORCEMENT LOG

MONTH: June 2023

VIOLATIONS	METHOD OF CONTACT				TOTAL
	PHONE	Drive by	LETTER	WARNING TICKET	
Automobiles					
Recreational Vehicles		2			2
Trash/litter/debris					
Streets / Sidewalks					
Comm. Property Maint. Parking lot lights					
Signs	1				1
Nuisances					
Fences					
Exterior house lights					
Zoning/investigation					
Tree trimming/yard					
Grass (over 8")	3				3
Comm. Prop	1				1
Yard Waste @ Curb					
Unlicensed Vehicle					
Property Maintenance-hou	2				2
Blight/cars/outside junk					
Trash/recycle storage					
Total	7	2			9

RESULTS						
COMPLIANCE	NON-COMPLIANCE	COURT	PENDING	CITY COUNCIL	ZONING BOARD	TOTAL
1	1					2
	1					1
	2		1			3
	1					1
			2			2
1	5		3			9

INSPECTIONS	
Gas Pressure Tests	2
Rough Building	5
Final Building	16
Foundation	0
Observable Component	0
Roof	11
Heating/Cooling	18
Fireplace	0
Foreclosures	0
Post Hole	6
Footing/sidewalk forms	0
Total	58

PLAN REVIEW	
Signs	0
Buildings	4
Fences	
Decks	
Hood Suppression	
Demolition	
Fire Repairs	
Pool	
Shed	
Swim Club	
Total	4

Farmington City Council Staff Report	Council Meeting Date: July 17, 2023	Item Number 4F
Submitted by: Melissa Andrade		
Agenda Topic: Board and Commission Reappointments		
Proposed Motion: <ol style="list-style-type: none">1. Reappoint Steve Majoros and Geof Perrot to the Planning Commission for 3-year terms ending June 30, 2026.2. Reappoint Claire Perko to serve another 3-year term on the Farmington Area Arts Commission, for a term ending June 20, 2026.3. Reappoint Lorainne Varnes to the Beautification Commission for a term ending June 30, 2026.		
Background: <p>Planning Commission: Cathi Waun does not wish to seek reappointment to the Commission. Both Steve Majoros and Geof Perrot would like to be reappointed.</p>		
Materials:		

Farmington City Council Staff Report	Council Meeting Date: July 17, 2023	Item Number 6A
Submitted by: City Manager David Murphy		
Agenda Topic: City Building Infrastructure Report		
Proposed Motion: None - presentation		
Link to the report: https://ohm.filegenius.com/downloadPublic/9romuj9kdwbk1e		

Farmington City Council Staff Report	Council Meeting Date: July 17, 2023	Item Number 7A
Submitted by: Mary Mullison, City Clerk		
Agenda Topic: Recommended Additions to the Farmington Employee Manual		
Proposed Motion: Move to add the Pregnant Workers Fairness Act and PUMP Act policy to the Farmington Employee Manual as presented.		
<p>Background:</p> <p>The City Attorney’s office has recommended that three items be added to our Employee Manual:</p> <p>The Pregnant Workers Fairness Act is much like the ADA as pertains to accommodations. One difference is that the employee does not have to be qualified to perform the essential functions so long as she will be qualified in “the near future.” This means that unless the accommodation would be an “undue hardship” or accommodation would result in a safety risk, an accommodation will be necessary for the pregnant employee on a temporary basis.</p> <p>The Pump Act has expanded the law that previously existed. Now the requirement applies to both exempt and non-exempt employees. Also, the new law creates a private cause of action for failure to follow it. The designated space has to have a door that locks, and it cannot be a bathroom. It does not have to be exclusively for pumping. The break time can be combined with other available breaks.</p> <p>Our attorneys also recommended that language stating that the City uses a “rolling” 12-month period measured backward for calculating FLMA be added to that section in the manual. The City presently uses this method and the addition of the language to the manual would clarify the policy for employees.</p>		
Materials: Additions to Manual (DRAFT)		

ADDITIONS TO MANUAL [DRAFT]

Pregnant Workers Fairness Act

The City will provide “reasonable accommodations” to a worker’s known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause an “undue hardship.” As with the ADA, the City may not provide the exact accommodation that you request if another one works. If you desire a reasonable accommodation, please contact your Department Head or the Human Resources Coordinator. As a matter of policy, the city prohibits discrimination of any kind against pregnant workers.

The Pump Act

The City will provide reasonable break time for an employee to express breast milk for their nursing child for one year after the child's birth to express the milk. Employees are provided a place to pump at work, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public. Please contact your Department Head or the Human Resources Coordinator regarding a need for break time or a private space.

FMLA

“rolling” 12-month period measured backward – 12-month period measured backward from the date an employee uses any FMLA leave. Under the “rolling” 12-month period, each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

Farmington City Council Staff Report	Council Meeting Date: July 17, 2023	Item Number 7B
Submitted by: Mary Mullison, City Clerk		
Agenda Topic: Second Reading of Ordinance to Amend Chapter 18 Massage Facilities		
Proposed Motion: Motion to approve an amendment to Chapter 18 Massage Facilities to clarify the requirements for the practice of massage therapy in massage establishments. .		
Background: Chapter 18 currently regulates massage therapy facilities and massage therapists. Due to a change in state law, the City is only permitted to directly regulate a massage therapy business and may not license massage therapists because massage therapists are licensed by the state of Michigan. The ordinance does not regulate massage therapy provided in medical facilities or salons that only provide head or foot massage. The proposed ordinance amendments require additional information be provided to the City prior to the issuance of a license. This includes a requirement to provide a copy of the state license and state identification for all licensed massage therapists working in the massage establishment and to update this information to the City within 10 days after a new therapist is hired. The establishment will be required to maintain a register of all therapists and employees that may be inspected at any time by the City. The Ordinance will allow the City to interview the employees of a massage establishment. An applicant for a license will be required to disclose if any of its employees are financially indebted to the owners or if they receive lodging and transportation from them. Massage establishments will not be permitted to be open for business during the hours of 9:00 p.m. and 8:00 a.m. nor will they be permitted to provide alcohol or controlled substances, including marihuana. Massage establishment will be declared public places during business hours and may not lock or obstruct exits and entrances or perform massage in any room that is capable of being locked. The ordinance will make it unlawful for any person at a licensed massage establishment to condone or allow unlawful activity on the licensed premises. City administration is recommending approval of the Ordinance amendment.		
MATERIALS: Draft Ordinance - Massage		

Chapter 18 - MASSAGE ~~FACILITIES~~ESTABLISHMENTS

ARTICLE I. - IN GENERAL

Sec 18-1- Purpose

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

Sec. 18-~~12~~. - Definitions.

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

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

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

~~Massage means the performance of manipulative exercises upon the human body of another by rubbing, kneading, stroking, adjusting, compressing, or tapping with the hand or hands or other parts of the body, or with any instrument, whether electric, magnetic, mechanical, or otherwise, or bathing device, with or without supplementary aids.~~

Massage or Practice of Massage Therapy means the application of a system of structured touch, pressure, movement, and holding to the soft tissue of the human body in which the primary intent is to enhance or restore the health and well-being of the client. Practice of massage therapy includes complementary methods, including the external application of water, heat, cold, lubrication, salt scrubs, body wraps, or other topical preparations; and electromechanical devices that mimic or enhance the actions possible by the hands. Massage does not include medical diagnosis; practice of physical therapy; high-velocity, low-amplitude thrust to a joint; electrical stimulation; application of ultrasound; or prescription of medicines.

Massage ~~facility establishment~~ means any place ~~or establishment~~ where a massage or the practice of massage therapy is made available, including a massage school but ex not including the exemptions provided in Section 18-2.

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

~~Massagist means any person, male or female, who administers to another person, for any form of consideration or expectation of gratuity, a massage.~~

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

Sec. 18-23. - Exemptions.

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

- (1) A duly-licensed medical doctor, doctor of osteopathic medicine, chiropractor, registered or licensed practical nurse, physical or occupational therapist;
- (2) A person engaging in the practice of massage on a spouse or relative within the first degree of consanguinity in either of their residences;
- (3) A place or establishment that is a duly-licensed hospital, a convalescent or nursing home or other licensed health care facility; or
- (4) A barber shop, beauty parlor, or salon licensed under the laws of the State of Michigan and registered with the City of Farmington, provided that the massages given therein are limited to the head, shoulders, scalp, neck, hands, and feet, and further provided that the massages given therein occur or are conducted in an area of the shop, parlor, or salon that is open to the public.
- ~~(5) A person possessing a certificate of professional membership in the American Massage Therapy Association, International Myomassethics Federation, Associated Bodywork and Massage Professionals, or any other recognized massage association with equivalent professional membership standards and, if required, licensed by the State of Michigan.~~

(Ord. No. C-695-2003, § 1, 6-16-03)

Sec. 18-34. - Inspection of the premises.

- (a) Every ~~massage establishment that offers massage services, or is operated as a massage facility or massage school,~~ shall be open for periodic inspections by duly-authorized representatives of any city department concerned with the licensing and supervising of such an establishment during operating hours, for the purpose of enforcing any of the provisions of this chapter or other ordinances or regulations of the city relating to the public health, safety, and welfare, including all requirements as stipulated in Chapter 8 of this Code of Ordinances. This right of entry shall not limit or restrict the right of entry vested in any law enforcement agency or the Oakland County Health Department.
- (b) No license shall be granted for ~~the a mMassage eEstablishment or operation of a massage facility or massage school,~~ until inspections have been made as required by

the applicable laws and regulations of the city and approvals have been obtained from the various city departments regulating the maintenance, use, operation, location and the health and sanitary conditions of the premises, and from any other state or county regulatory authorities.

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

(Ord. No. C-695-2003, § 1, 6-16-03)

Sec. 18-45. - Regulations.

It shall be unlawful for any person to operate a ~~mM~~message ~~E~~establishment ~~facility or massage school, or to provide a massage~~, unless he shall have complied with the following regulations:

- (1) Service in massage ~~facilities establishments~~ licensed under this chapter shall be limited to ~~exercise, baths, and~~ **massage and the practice of massage therapy, as defined by state law.** Medical treatment of any kind shall not be given to any patron without a prescription from a registered physician. The use of heat lamps and sunray lamps ~~only~~ will only be permitted.
- (2) No person who has any visible symptoms of a communicable disease such as a rash, discharge, or fever, or who is complaining of a sore throat, may be attended to by any licensee under this chapter or by any person engaged in the practice of massage.
- (3) Advertising that there is a nurse in attendance is prohibited unless there is a registered or licensed practical nurse constantly in attendance during the business hours of the massage facility establishment. No massage establishment may publish or distribute any advertising material that would that reasonably suggest to prospective patrons that any service is available other than those services permitted in this chapter, or that employees or massage therapists are dressed in any manner other than described in this chapter.
- (4) Advertising that there is a doctor in attendance is prohibited unless there is a registered physician constantly in attendance during the business hours of the ~~mM~~Message ~~facility~~ ~~me~~E**Establishment**.
- (5) Licensees shall exercise every precaution for the safety of ~~patrons, and~~ patrons and shall watch for early signs of fatigue or weakness and immediately discontinue whatever form of service is being given upon the appearance of any such signs.

- (6) No ~~mM~~massage ~~facility E~~establishment shall be conducted in direct connection with living quarters.
- (7) The premises used for a ~~mM~~massage ~~facility E~~establishment shall be well-lighted and ventilated. All walls, ceilings, floors, pools, showers, bathtubs, steam rooms, basins, and all other physical facilities shall be in good repair and maintained in a safe, clean and sanitary condition. There shall be an adequate supply of running hot and cold water during business hours. Bathing devices shall be thoroughly cleaned before use by each patron.
- (8) Clean and sanitary towels and linens shall be provided to each patron of the establishment. No common or repeated use of unlaundered towels or linens shall be permitted. Cabinets for the storage of clean linens shall be required and shall be kept clean and sanitary.
- (9) Uniforms or garments covering the torso shall be worn by an instructor, massage therapist ~~massagist~~, or apprentice while attending patrons; shall be of washable material; and shall be kept in clean condition. The sleeves shall not reach below the elbow.
- (10) The skin of the hands of those attending any patrons shall be clean and in healthy condition and the nails shall be kept short. The hands shall be washed thoroughly with soap and hot running water before giving the patron any attention.
- (11) Licensees shall be restricted in the exercise of their license to the places set forth in their certificate, except that the giving of a massage, baths, and exercise in the patron's place of residence is permitted.
- (12) Licensees shall notify the city clerk of any change of name or address of their home or business.
- (13) No massage shall be performed in a ~~mM~~massage ~~E~~establishment ~~facility or massage school in a private room, which is closed to the view of other persons.~~ in any room or area that has a door capable of being locked or barred.
- (14) The private parts of patrons must be covered when in the presence of a ~~massage therapist~~ ~~massagist~~ or instructor. Any contact with a patron's genital area is prohibited. It shall be unlawful for any person in a ~~mM~~Massage ~~e~~Establishment to expose or have exposed, his or her -private parts, or any portion thereof, to any other person. Private parts shall include the genitals, pubic area, anus, or perineum of any person, or the vulva, or breasts or a female.
- (15) ~~No person~~ A Licensee shall not permit licensed as ~~massagist shall to massage or a massage therapist to treat perform massage therapy on~~ any person under the age of ~~seventeen~~ seventeen (17) ~~upon the licensed premises except upon written order by a licensed physician, osteopath, or registered physical therapist, such order being dated and in the~~

~~possession of the **massage therapist** massagist giving the massage or treatment. However, if the person under the age of seventeen (17) unless they are is accompanied by a parent or legal guardian during the massage, or treatment, this provision shall not apply.~~

(16) Licensee shall notify the city clerk within ten (10) business days of any change to the information provided on a license application as provided in Section 18-29. This includes changes to persons who perform massage therapy services.

(Ord. No. C-695-2003, § 1, 6-16-03)

Sec. 18-56. - Allowing use of premises in violation of chapter.

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

(Ord. No. C-695-2003, § 1, 6-16-03)

Sec. 18-67. - Other ordinance requirements.

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

(Ord. No. C-695-2003, § 1, 6-16-03)

Secs. 18-78- 18.25. – Reserved.

ARTICLE II- LICENSES

Footnotes:

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Cross reference- Business registration and licenses generally, Ch. 8

Sec. 18-26. - Required.

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

messages, without obtaining and maintaining in effect a license as a massage therapist ~~massagist~~ as required by this article.

(Ord. No. C-695-2003, § 1, 6-16-03)

Sec. 18-27. - Requirements and duties.

- (1) It shall be the responsibility of an owner, operator, manager, or permittee under this article in charge of or in control of a ~~mM~~ Message eEstablishment facility, massage school, or similar business to ensure that each person employed or engaged by him in business as a massage therapist ~~massagist~~ shall have first obtained a valid state massage license required by state law. ~~pursuant to this article.~~ Any owner, operator, manager, or licensee in charge of or in control of a ~~mM~~ Message eEstablishment facility, massage school, or similar business who employs a person not in possession of a valid massage therapist ~~massagist~~ license, or who allows such an employee to perform, operate, or practice within a ~~mM~~ Message eEstablishment facility, shall be in violation of this article.
- ~~(2)~~ Each massage therapist license shall be conspicuously displayed upon a wall of the massage establishment in an area open to the public.
- ~~(3)~~ It shall be unlawful for any person at a licensed massage establishment to condone or allow any unlawful activity to occur on the licensed premises, whether within or outside the actual licensed building.
- ~~(4)~~ No person shall sell, give, dispense, provide, possess, or keep, or cause to be sold, given, dispensed, provided, possessed, or kept, any alcoholic beverage or controlled substances, including marihuana, on the premises of any mMMessage eEstablishment.
- ~~(5)~~ All mMMessage eEstablishments are declared to be public places and during business hours shall not lock or obstruct the exits and entrances or otherwise prevent free ingress or egress of persons.
- ~~(2)(6)~~ No mMMessage eEstablishment be kept open for business between the hours of ~~9:00~~of 9:00 p.m. and 8:00 a.m.
- ~~(7)~~ A mMMessage eEstablishment shall have the premises supervised at all times when open for business and shall have one person who is a licensed massage therapist by the State of Michigan on the premises. The licensee shall personally supervise the mMMessage eEstablishment and shall not violate or permit others to violate any applicable provision of this chapter. The violation of any such provision by any agent or employee of the licensee may constitute a violation by the licensee, if the licensee knew or should have known that such activity may occur. Any such violation by a licensee may also constitute a violation by the owner, president-, and/or other supervisory official of the licensee, in his or her individual capacity, for permitting another to violate this chapter, if such individual knew, or should have known that such activities were occurring or likely to

occur. Any such violation may be the basis for suspending, revoking, or not renewing a license.

(3)(8) The Licensee or the person designated by the Licensee of a ~~m~~message establishment shall maintain a register of all persons employed or engaged in massage therapy. Included in the register shall be a copy of each massage therapist's license. Such register shall be available for inspection by representatives of the city and/or county or state health department during regular business hours.

(9) The licensee shall require that every patron furnish proof of identity by showing a valid driver's license, voter registration certificate, state identification card, or equally reliable identification card and provide a date of birth. The identity and date of birth of every patron, the date and time of the massage, and the identity of the massage therapist administering the massage shall be records maintained on the premises by the licensee for a period of three years and shall be available at the massage establishment for inspection by representatives of the city and/or county or state health department during regular business hours.

(4)(10) Price rates for all services shall be prominently posted in the reception area or on the massage establishment website in a location viewable by all prospective patrons.

(5)(11) No person granted a license pursuant to this chapter shall operate a ~~m~~Message ~~e~~Establishment or permit a massage therapist to provide massage therapy under a name not listed in the person's license, nor shall any licensee conduct business under any designation or location not specified in the licensee's license.

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

(Ord. No. C-695-2003, § 1, 6-16-03)

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

(a) Any person desiring to obtain a license to operate a ~~m~~message ~~facility, massage school, establishment~~ or similar business, ~~or to perform massage services~~, shall make application to the city clerk, who shall refer all such applications to the director of public safety for an investigation. An application to obtain a license to operate a ~~m~~~~m~~Message ~~facility e~~Establishment, ~~massage school~~, or similar business ~~or to perform massage services~~ shall be accompanied by an investigation fee, no part of which shall be refundable.

- (b) The application fee required by this article shall be payable to the city treasurer at the time the application is filed. The application fee shall be in addition to any other license or permit fee required under this section or any other city ordinances.
- (c) Such fees as are required by this article shall be established by city council resolution and those fees for investigatory expense shall cover costs incurred by the city in conducting the investigation.

(Ord. No. C-695-2003, § 1, 6-16-03)

Sec. 18-29. - Application contents.

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

(1) The full legal name, present address of the applicant ~~or~~ and whether the applicants, and telephone number, if any is an individual, corporation, partnership or other business entity;

~~(2) The previous addresses immediately prior to the present address of an applicant and the dates of residence;~~

~~(32)~~ A detailed description of the nature and type of service to be provided in the -m ~~Message~~ e Establishment and whether any off-site services will be provided and, if so, the proposed locations;

~~(43)~~ The location, mailing address, and name of the proposed establishment;

~~(54)~~ A copy of the signed lease for the business premises and written consent of the owner to utilize the premises for the described purpose, if the -applicant does not own the premises;

(5) The full name, address, and phone number of each individual who will manage or be principally in charge of the operation of the establishment;

(6) The days and times that the m ~~Message~~ e Establishment will be open to provide services;

(7) A release and authorization for the city, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth on the application and the qualifications of the applicant for a license;

~~(98).~~ The complete names, addresses, citizenship and/or visa status verification of persons who will perform massage therapy including copies of their state occupational licenses and photo IDs. After receipt of a license or renewal, the operator of a massage facility shall update such information to the city clerk within ten (10) business days of employment of a new employee. The applicant shall also disclose whether any indebtedness exists

between the applicant or any agents or employees of the applicant and any proposed massage therapist disclosing the amount of debt and the method of repayment. The applicant shall also disclose whether the applicant or agents are providing or assisting in providing either dwelling space or transportation for any existing or proposed massage therapist. Any fees or compensation of any kind being paid by any proposed massage therapist for the procurement of employment shall also be fully disclosed. Circumstances shall be fully explained, including terms of payment and all contract documents or other documents evidencing any relationship and financial obligation shall be fully disclosed;:

(9) Proof of insurance coverage for the massage establishment -and each of the massage therapists;:

-(10) Additionally, if the applicant is an individual, the application must include the following information;:

(10)(a) The applicant's addresses for the previous three years;

(10)(b) A listing of the applicant's previous related experience, including but not limited to whether the applicant has previously held any license as a massage therapist, the location for which such a license was held, the status of such license and, if such license was suspended or revoked, the reasons therefor;

(10)(c) A copy of the applicant's state issued photo ID;

-(14d) ———A listing of all of the applicant's criminal convictions and/or guilty pleas, if any, other than civil infractions, fully disclosing the jurisdictions in which convicted or in which the plea was tendered, the offense on which originally arrested and the offense for which ultimately convicted or for which the plea was tendered, and the date of same along with the resulting penalty; and

————(15e) -The names, addresses and telephone numbers of three character references for the applicant. These references shall not be relatives of the applicant;:

(~~5~~142) If the applicant is a corporation, or a partnership, the application must include the following information about each individual who owns at least ten percent (10%) share in in the corporation or interest in the partnership or other business entity, each of whom shall be considered an applicant;:

(16a) ~~†~~The individual's full names and residence addresses of each of the officers and directors of the corporation and of each stockholder owning more than ten (10) percent of the corporation;

(17b) The individual's addresses for the previous three years;

(c) A listing of the individual's business, occupation, or employment for the previous three years, identifying the time period, address, and telephone number for each, and a listing of previous related experience, including but not limited to whether the individual has ever held any license as a massage therapist, the location for which any such license was held, the status of such license, and if such license was suspended or revoked, the reasons therefore;

~~(bd)~~ The individual's state issued photo ID;

~~(ed)~~ A listing of all of the individual's criminal convictions and/or guilty pleas, if any, other than civil infractions, excluding convictions that were expunged, fully disclosing the jurisdictions in which convicted or in which the plea was tendered, the offense on which originally arrested, and the offense for which ultimately convicted or for which the plea was tendered and the date of same along with the resulting penalty;

~~(ef)~~ The names and addresses of three character references for the individual. These references shall not be relatives of the individual; and

~~(fg)~~ The name and address of any business that provides massage services, whether incidentally or otherwise, owned or operated by the applicant or any of the individuals required to submit their personal information pursuant to this subsection.

~~(6) If the applicant is a partnership, the names and residence addresses of each of the partners including limited partners;~~

~~(71932)~~ Written proof (birth certificate or sworn affidavits) that the applicant is at least eighteen 18 years of age;

~~(8) Height, weight, sex, color of eyes and hair of each individual applicant or members of a partnership or the officers or directors of a corporation;~~

~~(9) One (1) portrait photograph at least two (2) inches by two (2) inches and a complete set of fingerprints, which shall be taken by the director of public safety or his representative;~~

~~(10) Business, occupation, or employment of the applicant for the three (3) years immediately preceding the date of the application;~~

~~(11) A signed and dated certificate from a medical or osteopathic doctor licensed to practice in the State of Michigan stating that the applicant has, within thirty (30) days immediately prior thereto, been examined and found to be~~

free of any contagious or communicable diseases (for massagist's license only);

~~(12) An explanation of the training which the applicant has received as a **massage therapist** massagist, including the dates thereof and the names and addresses of the schools and/or business establishments connected therewith, together with the diplomas or certificates received therefrom (for massagist's license only);~~

~~(13) The history of the applicant in the operation of a **massage facility establishment** or similar business or occupation, including, but not limited to, whether or not such persons, in previously operating in this or another city or state under a license, has had such license revoked or suspended and the reason therefor, including the business activity or occupation subsequent to such action of suspension or revocation;~~

~~(14) All criminal convictions, other than misdemeanor traffic violations and the reasons therefor;~~

~~(15)~~ (143) The application shall be signed and sworn to by the applicant under oath under penalty of perjury that the information contained in and attached to the application are true and correct. It shall be unlawful for any person to knowingly make any false, fraudulent or untruthful statement, either written or oral, or in any way knowingly to conceal any material fact or to give or use a fictitious name in applying for a license under this chapter. Any license obtained by violation of this subsection shall be void;

;

(145) Such other identification and information deemed necessary by the city and as required to provide for an investigation of the applicant;

(163) The following additional information shall be contained in an application for a license to operate a **Massage facility Establishment**: the number of employees and the names and qualifications of all persons who are intended to give massages in the proposed facility **Massage Establishment**, **including copies of their state occupational licenses and photo IDs**. After receipt of a license or renewal, the operator of a **Massage facility Establishment** shall also supply such information to the city, within ten (10) days of employment, for any new employee.

~~(14)~~ A written declaration by the applicant, given under oath or affirmation, under penalty of perjury, that the information contained in and attached to the application are true and correct

(15) Each applicant shall certify that it will make available any person performing massage therapy upon the premises at the premises for interview with the City Public Safety upon reasonable notice. Such person shall be subject to interview by the Public Safety outside of the

presence of the establishment owners, their employees or representatives or third persons. If such persons are unable to communicate sufficiently in the English language the applicant shall be responsible for the payment for translator services on behalf of the Public Safety for a translator as selected by the Public Safety Department.

(Ord. No. C-695-2003, § 1, 6-16-03)

Sec. 18-30. - Procedures.

- (a) Any applicant for a license pursuant to these provisions shall present to the city clerk the application containing the information set out in this article. The application shall be referred to the director of public safety, who shall have a reasonable time in which to investigate the application and the background of the applicant. Based on such an investigation, the director of public safety or his representative shall render a recommendation as to the approval or denial of the license to the city clerk.
- (b) The director of public safety shall recommend denial of an application for a license if the character, reputation, moral integrity, or the physical or mental condition of the applicant or ~~his~~their employees is found to be inimical to the public health, safety, morals or general welfare, the applicant has not provided all the required information; or failure to make available for interview massage therapists or employees-
- (c) In making his determination under this section, the director of public safety shall secure and consider:
- (1) *Penal history.* All convictions of the applicant, including the reasons therefor~~e~~ and the comportment of the applicant subsequent to the applicant's release;
 - (2) *License and permit history.* The license and permit history of the applicant, whether such person in previously operating in this city or state or in another city or state under a license or permit has had such license or permit revoked or suspended; the reasons therefor; and the comportment of the applicant subsequent to such action.
- (d) The city clerk, following recommendation for the director of public safety, shall grant a license to the establishment if all requirements for a ~~mM~~Message facility eEstablishment, massage school, or similar business are met, ~~and shall issue a license to all persons who have applied to perform massage services~~ unless it appears that any person has deliberately falsified the application or unless it appears that the record of any person reveals a conviction of a felony or a crime of moral turpitude. Issuance of such license shall not exempt the applicant from compliance with all other requirements of the Code of Ordinances with respect to occupancy of the ~~facility~~ mMessage eEstablishment.

- (e) Any person denied a license by the city clerk pursuant to this chapter may appeal, within twenty-one (21) days, such denial to the city council in writing, stating the reasons why the license should be granted. City council may grant or deny the license after a public hearing. Such decision shall be final. The city council may also elect on its own motion to review any determination of the city clerk granting or denying a license.
- (f) All licenses are nontransferable and pertain only to the location listed in the application described herein; provided, however, that a change of location of a ~~mmM~~ Message facility eEstablishment or similar business may be permitted pursuant to the provisions of this chapter.

(Ord. No. C-695-2003, § 1, 6-16-03)

Sec. 18-31. - Revocation.

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

(Ord. No. C-695-2003, § 1, 6-16-03)

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

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

(Ord. No. C-695-2003, § 1, 6-16-03; Ord. No. C-757-2011, § 1, 6-6-11)

Sec. 18-33. - Renewal.

The license to operate a ~~mmM~~ Message facility, eEstablishment ~~massage school,~~ or similar business, ~~as well as a massage therapist's~~ ~~massagist's~~ license, shall be renewed at least fifteen

(15) days prior to the date of expiration. The license shall be renewed if the applicant submits a sworn affidavit that the matters contained in the original application are correct and indicates any changes [that have not previously been reported to the City Clerk.](#)~~necessary. In addition to the affidavit, the applicant must submit a signed statement from a doctor stating that the applicant has been examined within the preceding thirty (30) days and found to be free from any contagious or communicable disease which is likely to be communicated during the administration of a massage.~~

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF FARMINGTON

ORDINANCE NO. C-____-2023

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF FARMINGTON CHAPTER 18, “MASSAGE FACILITIES,” FOR THE PURPOSE OF UPDATING THE ORDINANCE TO CLARIFY THE CITY’S REQUIREMENTS FOR REGULATING THIS TYPE OF BUSINESS LICENSE

THE CITY OF FARMINGTON ORDAINS:

Section 1 of Ordinance. Ordinance Amendment.

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

Chapter 18 - MASSAGE FACILITIES/ESTABLISHMENTS

ARTICLE I. - IN GENERAL

Sec 18-1- Purpose

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

Sec. 18-2. - Definitions

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

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

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

Massage or Practice of Massage Therapy means the application of a system of structured touch, pressure, movement, and holding to the soft tissue of the human body in which the primary intent is to enhance or restore the health and well-being of the client. Practice of

massage therapy includes complementary methods, including the external application of water, heat, cold, lubrication, salt scrubs, body wraps, or other topical preparations; and electromechanical devices that mimic or enhance the actions possible by the hands. Massage does not include medical diagnosis; practice of physical therapy; high-velocity, low-amplitude thrust to a joint; electrical stimulation; application of ultrasound; or prescription of medicines.

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

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

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

Sec. 18-3. - Exemptions.

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

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

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

- (a) Every massage establishment shall be open for periodic inspections by duly-authorized representatives of any city department concerned with the licensing and supervising of such an establishment during operating hours, for the purpose of enforcing any of the provisions of this chapter or other ordinances or regulations of the city relating to the public health, safety, and welfare, including all requirements as stipulated in Chapter 8 of this Code of Ordinances. This right of entry shall not limit

or restrict the right of entry vested in any law enforcement agency or the Oakland County Health Department.

- (b) No license shall be granted for a massage establishment until inspections have been made as required by the applicable laws and regulations of the city and approvals have been obtained from the various city departments regulating the maintenance, use, operation, location and the health and sanitary conditions of the premises, and from any other state or county regulatory authorities.
- (c) It shall be unlawful for any person to refuse entry to any premises in which a massage establishment is being operated by duly-authorized city representatives, or by representatives of any state or county law enforcement or regulatory agency for the purpose of making lawful inspections, and such refusal shall be sufficient grounds for immediate revocation of a license granted under this chapter. A search warrant shall not be required for such inspections, in accordance with the opinion of the Michigan Supreme Court in *Gora v Township of Ferndale*, 456 Mich 704 (1998).

Sec. 18-5. - Regulations.

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

- (1) Service in massage establishments licensed under this chapter shall be limited to massage and the practice of massage therapy. Medical treatment of any kind shall not be given to any patron without a prescription from a registered physician. The use of heat lamps and sunray lamps will only be permitted.
- (2) No person who has any visible symptoms of a communicable disease such as a rash, discharge, or fever, or who is complaining of a sore throat, may be attended to by any licensee under this chapter or by any person engaged in the practice of massage.
- (3) Advertising that there is a nurse in attendance is prohibited unless there is a registered or licensed practical nurse constantly in attendance during the business hours of the massage establishment. No massage establishment may publish or distribute any advertising material that would that reasonably suggest to prospective patrons that any service is available other than those services permitted in this chapter, or that employees or massage therapists are dressed in any manner other than described in this chapter.
- (4) Advertising that there is a doctor in attendance is prohibited unless there is a registered physician constantly in attendance during the business hours of the massage establishment.
- (5) Licensees shall exercise every precaution for the safety of patrons and shall watch for early signs of fatigue or weakness and immediately discontinue whatever form of service is being given upon the appearance of any such signs.

- (6) No massage establishment shall be conducted in direct connection with living quarters.
- (7) The premises used for a massage establishment shall be well-lighted and ventilated. All walls, ceilings, floors, pools, showers, bathtubs, steam rooms, basins, and all other physical facilities shall be in good repair and maintained in a safe, clean and sanitary condition. There shall be an adequate supply of running hot and cold water during business hours. Bathing devices shall be thoroughly cleaned before use by each patron.
- (8) Clean and sanitary towels and linens shall be provided to each patron of the establishment. No common or repeated use of unlaundered towels or linens shall be permitted. Cabinets for the storage of clean linens shall be required and shall be kept clean and sanitary.
- (9) Uniforms or garments covering the torso shall be worn by an instructor, massage therapist, or apprentice while attending patrons; shall be of washable material; and shall be kept in clean condition. The sleeves shall not reach below the elbow.
- (10) The skin of the hands of those attending any patrons shall be clean and in healthy condition and the nails shall be kept short. The hands shall be washed thoroughly with soap and hot running water before giving the patron any attention.
- (11) Licensees shall be restricted in the exercise of their license to the places set forth in their certificate, except that the giving of a massage, baths, and exercise in the patron's place of residence is permitted.
- (12) Licensees shall notify the city clerk of any change of name or address of their home or business.
- (13) No massage shall be performed in a massage establishment in any room or area that has a door capable of being locked or barred.
- (14) The private parts of patrons must be covered when in the presence of a *massage therapist* or instructor. Any contact with a patron's genital area is prohibited. It shall be unlawful for any person in a massage establishment to expose or have exposed his or her private parts, or any portion thereof, to any other person. Private parts shall include the genitals, pubic area, anus, or perineum of any person, or the vulva, or breasts or a female.
- (15) A Licensee shall not permit a massage therapist to perform massage therapy on any person under the age of eighteen (18) unless they are accompanied by a parent or legal guardian during the massage.
- (16) Licensee shall notify the city clerk within ten (10) business days of any change to the information provided on a license application as provided in Section 18-29. This includes changes to persons who perform massage therapy.

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

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

Sec. 18-7. - Other ordinance requirements.

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

Secs. 18-8- 18.25. – Reserved.

ARTICLE II- LICENSES

Footnotes:

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Cross reference- Business registration and licenses generally, Ch. 8

Sec. 18-26. - Required.

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

Sec. 18-27. - Requirements and duties.

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

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

- (10) Price rates for all services shall be prominently posted in the reception area or on the massage establishment website in a location viewable by all prospective patrons.
- (11) No person granted a license pursuant to this chapter shall operate a massage establishment or permit a massage therapist to provide massage therapy under a name not listed in the person's license, nor shall any licensee conduct business under any designation or location not specified in the licensee's license.
- (12) All employees and massage therapists must be made available for confidential interviews with the authorized representative of the public safety director, building official and/or fire marshal present on the premises at any time upon entry by the authorized representative.

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

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

Sec. 18-29. - Application contents.

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

- (1) The full legal name, present address of the applicant and whether the applicant is an individual, corporation, partnership or other business entity;
- (2) A detailed description of the nature and type of service to be provided in the massage establishment and whether any off-site services will be provided and, if so, the proposed locations;
- (3) The location, mailing address, and name of the proposed massage establishment;

- (4) A copy of the signed lease for the business premises and written consent of the owner to utilize the premises for the described purpose, if the applicant does not own the premises;
- (5) The full name, address, and phone number of each individual who will manage or be principally in charge of the operation of the establishment;
- (6) The days and times that the massage establishment will be open to provide services;
- (7) A release and authorization for the city, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth on the application and the qualifications of the applicant for a license;
- (8) The complete names, addresses, citizenship and/or visa status verification of persons who will perform massage therapy including copies of their state occupational licenses and photo IDs. After receipt of a license or renewal, the operator of a massage establishment shall update such information to the city clerk within ten (10) business days of employment of a new employee. The applicant shall also disclose whether any indebtedness exists between the applicant or any agents or employees of the applicant and any proposed massage therapist disclosing the amount of debt and the method of repayment. The applicant shall also disclose whether the applicant or agents are providing or assisting in providing either dwelling space or transportation for any existing or proposed massage therapist. Any fees or compensation of any kind being paid by any proposed massage therapist for the procurement of employment shall also be fully disclosed. Circumstances shall be fully explained, including terms of payment and all contract documents or other documents evidencing any relationship and financial obligation shall be fully disclosed;
- (9) Proof of insurance coverage for the massage establishment and each of the massage therapist;
- (10) Additionally, if the applicant is an individual, the application must include the following information;
 - (a) The applicant's addresses for the previous three years;
 - (b) A listing of the applicant's previous related experience, including but not limited to whether the applicant has previously held any license as a massage therapist, the location for which such a license was held, the status of such license and, if such license was suspended or revoked, the reasons therefor;
 - (c) A copy of the applicant's state issued photo ID;
 - (d) A listing of all of the applicant's criminal convictions and/or guilty pleas, if any, other than civil infractions, fully disclosing the jurisdictions in which convicted or in which the plea was tendered, the offense on which originally arrested and the offense for which ultimately convicted or for

which the plea was tendered, and the date of same along with the resulting penalty; and

- (e) The names, addresses and telephone numbers of three character references for the applicant. These references shall not be relatives of the applicant;
- (11) If the applicant is a corporation or a partnership, the application must include the following information about each individual who owns at least ten percent (10%) share in the corporation or interest in the partnership or other business entity, each of whom shall be considered an applicant;
- (a) The individual's full names and residence addresses;
 - (b) The individual's addresses for the previous three years;
 - (c) A listing of the individual's business, occupation, or employment for the previous three years, identifying the time period, address, and telephone number for each, and a listing of previous related experience, including but not limited to whether the individual has ever held any license as a massage therapist, the location for which any such license was held, the status of such license, and if such license was suspended or revoked, the reasons therefor;
 - (d) The individual's state issued photo ID;
 - (e) A listing of all of the individual's criminal convictions and/or guilty pleas, if any, other than civil infractions, excluding convictions that were expunged, fully disclosing the jurisdictions in which convicted or in which the plea was tendered, the offense on which originally arrested, and the offense for which ultimately convicted or for which the plea was tendered and the date of same along with the resulting penalty;
 - (f) The names and addresses of three character references for the individual. These references shall not be relatives of the individual; and
 - (g) The name and address of any business that provides massage services, whether incidentally or otherwise, owned or operated by the applicant or any of the individuals required to submit their personal information pursuant to this subsection.
- (12) Written proof (birth certificate or sworn affidavits) that the applicant is at least eighteen 18 years of age;
- (13) The application shall be signed and sworn to by the applicant under oath under penalty of perjury that the information contained in and attached to the application are true and correct. It shall be unlawful for any person to knowingly make any false,

fraudulent or untruthful statement, either written or oral, or in any way knowingly to conceal any material fact or to give or use a fictitious name in applying for a license under this chapter. Any license obtained by violation of this subsection shall be void;

- (14) Such other identification and information deemed necessary by the city and as required to provide for an investigation of the applicant;
- (15) Each applicant shall certify that it will make available any person performing massage therapy upon the premises at the premises for interview with the City Public Safety upon reasonable notice. Such person shall be subject to interview by the Public Safety outside of the presence of the establishment owners, their employees or representatives or third persons. If such persons are unable to communicate sufficiently in the English language the applicant shall be responsible for the payment for translator services on behalf of the Public Safety for a translator as selected by the Public Safety Department.

Sec. 18-30. - Procedures.

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

or similar business are met unless it appears that any person has deliberately falsified the application or unless it appears that the record of any person reveals a conviction of a felony or a crime of moral turpitude. Issuance of such license shall not exempt the applicant from compliance with all other requirements of the Code of Ordinances with respect to occupancy of the massage establishment.

- (e) Any person denied a license by the city clerk pursuant to this chapter may appeal, within twenty-one (21) days, such denial to the city council in writing, stating the reasons why the license should be granted. City council may grant or deny the license after a public hearing. Such decision shall be final. The city council may also elect on its own motion to review any determination of the city clerk granting or denying a license.
- (f) All licenses are nontransferable and pertain only to the location listed in the application described herein; provided, however, that a change of location of a massage establishment or similar business may be permitted pursuant to the provisions of this chapter.

Sec. 18-31. - Revocation.

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

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

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

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Farmington City Council Staff Report	Council Meeting Date: July 17, 2023	Item Number 7C
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Submitted by: Kevin Christiansen, Planning and Building Director

Agenda Topic: Consideration of Ordinance to Amend Chapter 25, Signs

Proposed Motion:
To approve Introduction of Ordinance No. _____, an Ordinance To Amend The City of Farmington Code of Ordinances, Chapter 25, "Signs," in order to comprehensively revise regulations relating to purpose and intent; permitting process; permanent and temporary signs; definitions; appeals; and other provisions of the Ordinance. FIRST READING. .

Background:

Chapter 25 currently regulates signs throughout all of the Zoning Districts in the City. Recent case law at the US Supreme Court level decided on the basis of First Amendment rights require sign regulations put in place by local government to be unrelated to the content of the sign. Content-neutral sign regulations are sign regulations address the form and nature of the sign, as opposed to the content of the message. These regulations are referred to in the law as "reasonable time, place, or manner restrictions." They include the regulation of such things as sign size, number, materials, lighting, moving parts, and portability. These regulations are allowed, if they (1) are justified without reference to the content of the regulated speech, (2) are narrowly tailored to serve a significant governmental interest, and (3) leave open ample alternative channels for communication of the information. Over the years the courts have upheld a variety of content-neutral sign regulations. Although the attached ordinance is a rewrite of the entire ordinance, from a conceptual perspective, the City's sign ordinance generally remains the same from a procedural standpoint, as well as, overall, to the general requirements of sign size, number, materials, lighting, moving parts, and portability. The primary changes relate to how types of signs are defined and identified.

City administration is recommending approval of the Ordinance amendment.

MATERIALS:

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF FARMINGTON

ORDINANCE NO. C-____-2023

AN ORDINANCE TO AMEND THE CITY OF FARMINGTON CITY CODE OF ORDINANCES, CHAPTER 25, "SIGNS" IN ORDER TO COMPREHENSIVELY REVISE REGULATIONS RELATING TO PURPOSE AND INTENT; PERMITTING PROCESS; PERMANENT AND TEMPORARY SIGNS; DEFINITIONS; APPEALS; AND OTHER PROVISIONS OF THE ORDINANCE.

THE CITY OF FARMINGTON ORDAINS:

PART I. That Chapter 25, "Signs," of the City of Farmington Code of Ordinances is hereby amended to read as follows:

CHAPTER 25. SIGNS

Sec. 25-1. - Purpose and Intent

Signs may be erected or maintained in the City of Farmington only as permitted by this Chapter and subject to other restrictions contained in this Code. The sign regulations in this Chapter are intended to balance the public and private interests and to promote a safe, well-maintained, vibrant, and attractive community while accommodating the need for signs to inform, direct, identify, advertise, advocate, promote, endorse, and otherwise communicate information. The sign regulations of this Chapter are intended to ensure that signs are located, designed, sized, constructed, installed, and maintained in a way that protects and promotes safety, health, aesthetics, and the public welfare while allowing adequate communication.

The following municipal interests are considered by the City to be compelling government interests. Each interest is intended to be achieved in a manner that represents the least restrictive means of accomplishing the stated interest, and in all events are intended to promote an important government interest that would not be effectively achieved absent the regulation. Regulating the size and location of signage in the most narrowly tailored manner represents the least restrictive means of addressing the targeted government interests of avoiding nuisance-like conditions while maintaining and improving pedestrian and vehicular safety and efficiency; character and quality of life; economic development and property values; and property identification for emergency response and wayfinding purposes.

- A. **Pedestrian and Vehicular Safety.** Maintaining pedestrian and vehicular safety are predominant and compelling government interests throughout the City, with particular emphasis on the safety of pedestrians. The sidewalk network provides facilities for pedestrians in the City, even in automobile-oriented commercial areas. The City recognizes that pedestrian traffic in the commercial areas leads to retail sales and it serves a variety of business, entertainment,

government, and residential uses in the districts. In addition, the City also accommodates automobile-oriented businesses and other land uses that generate motor vehicle trips.

Since most signage is intended and designed to attract the attention of operators of motor vehicles, thereby creating distractions from vigilance for traffic and pedestrian safety, this Chapter is intended to regulate signs such as to reduce such distractions and, in turn, reduce the risk for crashes, property damage, injuries, and fatalities, particularly considering the rate of speed at which the vehicles are traveling in these districts.

1. The City encourages signage that will inform pedestrians regarding their desired locations without conflicting with other structures and improvements in these districts, while concurrently allowing effective signage for motorists. These interests are legitimately supported by limiting the maximum size of signage, providing setbacks where relevant, and specifying minimum-sized characters for efficient perception by motorists and pedestrians, while minimizing distractions that could put pedestrians at risk.
2. In some circumstances, adjusting the size, setback, and other regulations applicable to signage may be important to avoid confusion and promote clarity where vehicular speeds vary on busy thoroughfares.
3. In multi-tenant buildings and centers, it is compelling and important to provide distinct treatment with a gradation of regulation for individual identification depending on base sign size, amount of road frontage, and the like, all intending to provide clarity to alleviate confusion and thus additional traffic maneuvers, provide a minimum size of characters to allow identification, and maintain maximum-sized overall signage to prevent line-of-sight issues.
4. Maximum size and minimum setback of signage is compelling and important to maintain clear views for both traffic and pedestrian purposes.

B. **Character and Quality of Life.** Achieving and maintaining attractive, orderly, and desirable places to conduct business, celebrate civic events, entertain people, and provide for housing opportunities is directly related to the stability of property values needed to provide and finance quality public services and facilities within the City. This Chapter intends to allow signs that are of sufficient, but not excessive, size to perform their intended function as necessary to provide and maintain the City's character and support neighborhood stability. Signs that promote potential vehicular and pedestrian conflict, hinder sight distance, and distract from the pedestrian experience will be prohibited in efforts to preserve the character and unique experience within the City. Also, the intent of this Chapter is that signs will reflect the character of unique districts as may be established by the City's Master Plan, other adopted plans or the Zoning Ordinance.

C. **Economic Development and Property Values.** It is found and determined that there is a clear relationship between the promotion of a set of specifications and restrictions for signage and the promotion of economic development, recognizing that unregulated and haphazard determinations concerning the size, location, and other characteristics of signs has a realistic tendency to result in an appearance that reduces economic development, and, in the long-term, property values. In addition, the establishment of the restrictions in this Chapter has a direct relationship to creating stability and predictability, allowing each private interest to secure reasonable exposure of signage, and thus promote business success. The application of the restrictions in this Chapter allows businesses to reasonably command attention to the content

and substance of their messages while concurrently allowing the promotion of other visuals, including types of business, landscaping, and architecture, all promoting economic development and property value enhancement.

D. **Avoidance of Nuisance-Like Conditions.** Due to the concentration of people and activities, there is a potential for, and it is a compelling interest to avoid, blight, physical clutter, and visual clutter in the City, recognizing that such conditions tend to create nuisance-like conditions contrary to the public welfare. The result of these conditions leads to diminished property values, reduced attractiveness of the community, and reduced quality of life within the districts. Minimum regulations that substantially relate to signage are compelling and important and are necessary for the maintenance and well-being of positive conditions, good character and quality of life in the City. Ultimately, these regulations are compelling and important for the protection of all police power values.

1. An excessive number of signs in one location creates visual blight and clutter, as well as confusion of the public. Thus, limiting the number of signs on properties, and establishing setbacks from property lines are compelling interests that can be directed with minimum regulation.
2. Signs that are too large and not properly spaced can lead to confusion, undermine the purposes of the signs, and ultimately lead to physical and visual clutter. Establishing maximum sizes and locations can be the subject of clear and effective regulations that address this compelling and important interest.
3. Requiring minimum construction and maintenance specifications for signs can minimize the creation of blight and clutter due to the deterioration of signs that are not durable or otherwise well-constructed, and such regulations would be consistent with construction codes for other structures. These requirements can be enforced with efficient and low discretion application and review.
4. The Sign Ordinance is designed to prevent blight and protect aesthetic qualities by preventing visual clutter and protecting views. There is a compelling governmental interest that signs avoid glare, light trespass, safety, and skyglow. A framework that enables the selection of proper fixture types and location, use of supportive lighting technology, and control of light levels in a reasonable fashion is consistent with regulations that are narrowly tailored to achieve the City's interests.

E. **Property Identification for Emergency Response and Wayfinding Purposes.** Locating a business or residence by emergency police, fire, and other emergency responders can be a matter of life and death, and thus it is a compelling interest to ensure that proper, understandable, unambiguous, and coordinated signage be permitted and required, and specifications for such purposes can be accomplished in a simple and narrow manner. Wayfinding for vehicular and pedestrian purposes is also a compelling interest to avoid confusion in public rights-of-way, and unnecessary intrusions on private property, and sign specifications for such wayfinding can be coordinated with property identification for emergency purposes.

F. **Protection of the Right to Receive and Convey Messages.** The important governmental interests contained herein are not intended to target the content of messages to be displayed on signs, but instead seek to achieve *non-speech* objectives. In no respect do the regulations of signage prohibit a property owner or occupant from an effective means of conveying the desired

message. Nothing in this Chapter is intended to prohibit the right to convey and receive messages, particularly noncommercial messages such as religious, political, economic, social, philosophical, or other types of speech protected by the First Amendment of the United States Constitution.

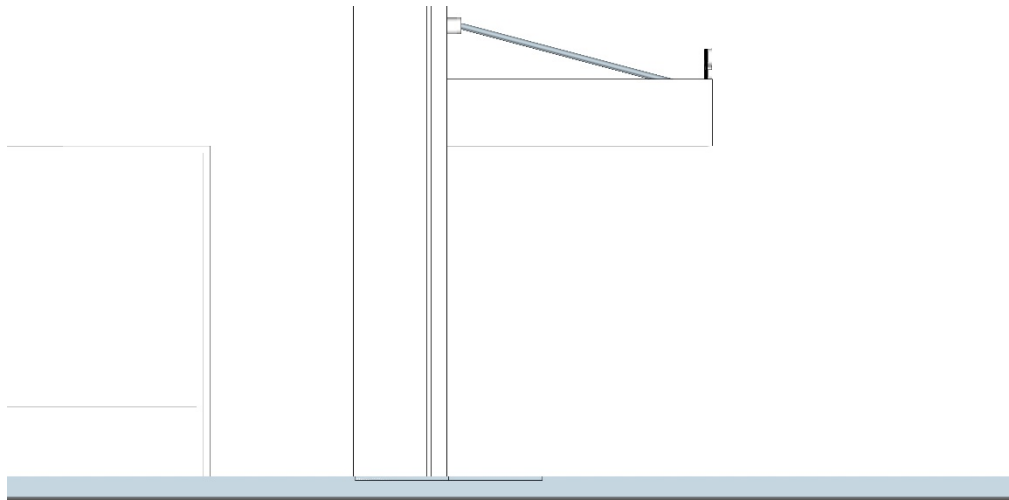
- G. **Ease of Administration.** To have standards and administrative review procedures that are simple for property owners, tenants, and sign installers to understand and follow.
- H. **Consideration of Grand River Avenue Corridor.** Based on the Grand River Corridor Vision Plan, the City has adopted an overlay district intended to accomplish the goals of the Corridor Plan. The goals include: (1) to promote high quality development and redevelopment through the use of high-quality architecture and urban design elements/treatments that create a signature environment along the corridor; (2) creating a safe and enjoyable environment for walking and biking, public transit, and automobiles with minimal conflicts among users; (3) to enhance and support a balance of land uses in a vibrant and integrated development plan; (4) the creation of new public spaces that encourage community gathering and outdoor activity; (5) to create connections with surrounding areas that provide travel choices for people to move through the corridor, adjoining neighborhoods, centers of commerce and public spaces; and (6) to apply best management practices in environmentally responsible planning and construction. These goals are significant and must be taken into consideration in determining the appropriate placements, type and size of signs. Signs have been limited in this area to ensure that any sign does not hinder visibility to driveways, intersection and streets, and to limit any potential negative impact on aesthetics and property values.

Sec. 25-2. - Definitions

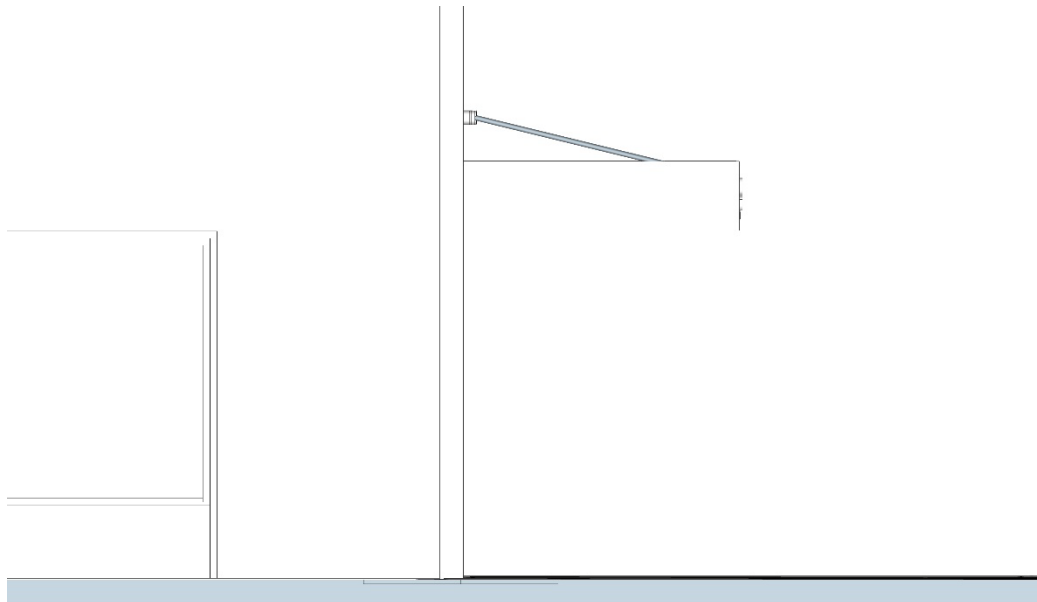
The following words and phrases shall have the meanings set forth in this Chapter when they are used in this Chapter:

- A. **Sign Definitions, Sign Types.** The following definitions apply to types of signs based on the characteristics of the sign without respect to the content of the message:
 - 1. **Air-Activated Signs.** A sign that is inflated by air or uses air flow to induce movement. Inflatable objects used for signs are often made of flexible fabric and are equipped with a motor to blow air into the object. Air-activated signs are typically temporary and are restrained, attached, or held in place by a cord, rope, cable, or similar method, but can be permanent.
 - 2. **Animated Sign.** A sign that has any visible moving part either constantly or at intervals; flashing, scintillating, intermittent, or oscillating lights; visible mechanical movement of any description; or other apparent visible movement achieved by any means that move, change, flash, oscillate or visibly alters in appearance to depict action, create an image of a living creature or person, or create a special effect or scene.
 - 3. **Awning.** A non-permanent roof-like structure supported by a frame that projects out from a façade over windows and doors. Awnings shall be made of canvas, glass, or metal and shall have straight sheds that are flat (perpendicular to the façade) or angled down away from the façade.
 - 4. **Awning or Canopy sign.** Either 1) a sign that is printed or painted on the drip edge

of a straight shed awning above a business door or window; or 2) an awning sign is



Awning sign (side view) – Text above



Awning sign (side view) – Sign on front edge

comprised of individual letters that are attached to the top front edge of a flat awning or canopy above a business door or window.

5. **Back lit signs.** Signs that are illuminated by an internal light source. An example of a back lit sign is a monument sign that is illuminated by several fluorescent bulbs that are located within the sign cabinet. The background of back lit signs may be any color, provided the background is blacked out at night so that only the lettering and message is illuminated.



6. **Banner Sign.** A temporary sign on paper, cloth, fabric, or other flexible or combustible material of any kind that is attached flat against a permanent sign face or strung between two poles or structures.



Figure 3: Banner Sign

7. **Bench Sign.** A sign applied to or affixed to the seat or back of a bench.
8. **Billboard Sign.** A large sign erected, maintained, and used for the purpose of displaying messages that can be seen from a long distance or read from a vehicle traveling at high speeds. A Billboard Sign differs from a Freestanding Sign based on its size.
9. **Changeable Copy Sign.** A permanent sign or portion thereof on which the copy or symbols change either automatically through electrical or electronic means or manually through placement of copy and symbols on a panel mounted in or on a track system.
10. **Corner parcel.** A lot at the intersection of two (2) streets or access drives.
11. **Costume Sign.** Clothing that is integral to the conveyance of a message. Logos and other identification on shirts, hats, and other aspects of personal appearance are not costume signs.
12. **Day.** For the purpose of these regulations, a calendar day rather than a business day.
13. **Display Board.** An accessory sign displayed near a public building entrance either on the building or on a freestanding podium. Display Boards are intended to be viewed at



Figure 5: Display Board

close proximity by pedestrians. Examples include displaying menus, special sales, and descriptions of goods or services provided within the building.

14. **Electronic Message Center (EMC) Sign.** An electrically activated changeable-copy sign whose variable message and/or graphic presentation capability can be electronically programmed. EMCs typically use light emitting diodes (LEDs) as lighting sources.
15. **Festoons.** A string of ribbons, pennants, spinners, streamers, tinsel, small flags, pinwheels, or lights, typically strung overhead and/or in loops.



Figure 7: Festoons

16. **Flag.** A sign on paper, cloth, fabric or other flexible or combustible material of any kind that is attached to a permanent conforming pole. Flags are typically supported on one side of the sign. Flags are not considered air-activated signs for the purposes of this Chapter.



Figure 8: Flag

17. **Freestanding Sign.** A sign supported by one or more uprights, poles, pylons, monuments, or braces placed in the ground and not attached to any building or other structure. Freestanding signs include Monument Signs, but do not include Billboards.

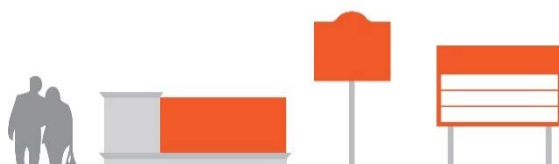


Figure 9: Freestanding Sign

18. **Front lit signs.** Signs that are illuminated by an external light source. An example of a front lit sign is a monument sign that is illuminated by a spotlight that is located several feet in front of the sign. The background of front lit signs may be any color, provided they are not reflective at night. However, such signs may use light-reflecting lettering and messaging.

19. **Incidental Sign.** A small sign designed and located to be viewed by persons on a property and are generally not visible or legible from the right-of-way or adjacent properties. Examples of incidental signs include, but are not limited to, credit card signs, signs indicating hours of business, no smoking signs, signs used to designate bathrooms, handicapped signs, traffic control signs that conform to the requirements of the Michigan Manual of Uniform Traffic Control Devices, and other signs providing information to be read at close proximity.



20. **Interior Sign.** A sign placed within a building that is not visible from any public street, sidewalk, alley, park or public property. A Window Sign is not considered an interior sign.

21. **LED Sign.** A sign consisting of light-emitting diodes that are arranged in a pattern that creates the sign's message.



22. **Marquee Sign.** A type of projecting sign typically mounted parallel to the building façade in a vertical manner. Marquee signs often include a changeable copy component in addition to the display of a permanent message but are not required to have changeable copy.



Figure 12: Marquee Sign

23. **Monument Sign.** A base-mounted, freestanding sign placed on the ground and not attached to any building or other structure. A Monument Sign includes a solid supporting base of and a width equal to or greater than the width of the sign face. Monument signs are constructed of a decorative and durable material (e.g., masonry), and shall have no separations between the sign face and the base.



Figure 13: Monument Sign

24. **Nit.** A measure of luminance equal to one candela per square meter.
25. **Nonconforming Sign.** A sign that was lawfully permitted at the time it was erected but is not permitted under current law.
26. **Permanent Sign.** A sign constructed of durable materials intended to withstand prolonged exposure to exterior elements. Permanent signs are affixed to the ground or a structure by means of footings beneath the ground surface, bolts or screws into a structure, or other method intended to ensure the sign is displayed for an extended period of time with minimal maintenance or replacement of parts.
27. **Projecting Sign.** A sign attached to a building or other structure and extending beyond the attachment surface by more than eighteen (18) inches. A "Projecting Sign" is differentiated from a "Wall Sign" based on the distance the sign projects from the surface of the building.



Figure 14: Projecting Sign

28. **Roof line.** The top edge of a roof or parapet wall, whichever is higher, but excluding cupolas, chimneys, or other minor projections. The roofline is the highest point of the roof surface if a flat roof; to the deck of mansard roofs; and to the mean height level between eaves and ridge of gable, hip and gambrel roofs.
29. **Roof Sign.** A sign that is erected, constructed, and maintained upon, against, or above the roof or parapet of a building or any portion thereof. A sign mounted upon a mansard

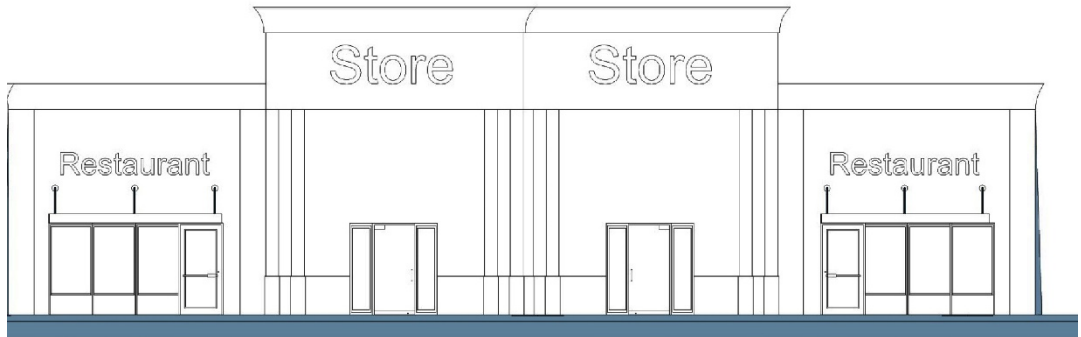
fascia that does not project above the highest point of the roof or parapet is considered a "Wall Sign."

30. **Sandwich Board Sign.** A temporary sign that is not permanently anchored or secured to either a building, structure, or the ground. Often referred to as "sidewalk signs" or "sandwich signs," poster panel signs include, but are not limited to, "A" frame, "T" shaped, or inverted "T" shaped stands.



Sandwich board sign

31. **Sign Band.** An integral horizontal part of the building design, as illustrated on an approved site plan, located between the highest point of windows or door openings on the first floor and the bottom of the eave line or cornice on a one-story building, or up to the lowest point of window or door openings of a second floor for a multi-story building.



Sign band

32. **Support Pole Sign.** A temporary sign attached to a light pole, utility pole, street signpost, fire hydrant or tree. Prohibited support pole signs shall not include support pole signs lawfully installed by an authorized public entity.
33. **Temporary Sign.** A display sign, banner or other device constructed of cloth, canvas, fabric, plastic or other light temporary materials, with or without a structural frame, or

any other sign intended for a limited period of display that is not permanently anchored to the ground or a building. Holiday displays are not considered temporary signs.

- 34. **Transported Sign.** A sign attached to or pulled by a vehicle that may be displayed or affixed to a movable object such as but not limited to a car, truck, trailer, or similar transportation device. A "Portable Sign" does not constitute a "Vehicle Sign."

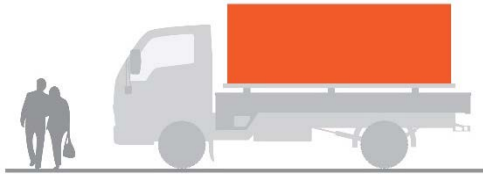


Figure 15: Transported Sign

- 35. **Umbrella Sign.** A sign printed or otherwise attached to an umbrella, including umbrellas used in outdoor seating areas.
- 36. **Unsafe Sign.** Any sign that is structurally unsafe; or constitutes a hazard to safety and health by reason of inadequate maintenance, dilapidation or abandonment; or is capable of causing electric shock to a person who comes in contact with it; or was unlawfully installed, erected or maintained; or is located in a public right-of-way except where expressly permitted; or is not kept in good repair, such that it has broken parts, missing letters or nonoperational lights; or does not meet applicable requirements of the City building code.
- 37. **Vehicle Sign.** A sign, painted or otherwise, attached to an operable vehicle that is regularly used and moved, including signs on a truck trailer. A Vehicle Sign does not constitute a Transported Sign.



Figure 16: Vehicle Sign

- 38. **Wall Sign.** A sign attached to, painted on, inscribed, or otherwise set upon the exterior wall or surface of any building, no portion of which projects more than eighteen (18) inches from the wall and which does not project above the roof or parapet line. A Wall Sign shall also include a sign mounted upon a mansard fascia that does not project above the highest point of the roof or parapet. Any other sign upon, against, or above the roof



Figure 17: Wall Sign

line building or any portion thereof is defined as a Roof Sign.

39. **Window Sign.** A sign that is painted on or attached to a window or glass door that is intended to be viewed from the exterior, including signs located inside a building but visible primarily from the outside of the building.



Figure 12: Window Sign

40. **Yard Sign.** A small temporary sign. Yard signs are characterized by a wire frame, non-durable message surface such as cardboard or paper, and are often inserted into a lawn with wire posts. Although variations exist to the materials of the frame and message board, a consistent physical characteristic is its temporary and disposable nature.



Figure 39: Yard Sign

B. Definitions, General.

1. **Alteration.** Any change in size, shape, height, or type which changes the appearance of a sign or its structure, or a change in position, location, construction, or supporting structure of a sign.
2. **Business Frontage.** The portion of a building operating under single ownership or single tenancy that faces or is visible from the front lot line or an exterior side (street-facing) lot line. For a multi-tenant building, the portion of the building facing or is visible from the front lot line or exterior lot line that is dedicated to a tenant and contains the customer entrance is the business frontage. If a building has more than one (1) business frontage with a customer/visitor entrance, the property owner must designate one (1) of them as the primary business frontage; in this case, the other street-facing frontage is the secondary business frontage.
3. **Glare.** Light emitting from a luminaire with intensity high enough to reduce a viewer's ability to see, and in extreme cases, causing momentary blindness.
4. **Grade.** The average elevation of an area within a radius (of the sign base) equal to two (2) times the height of the sign, based on the highest and lowest measurements.

5. **Height, Maximum.** Shall be measured from grade to the highest edge of the sign surface or its projecting structure. The permitted height of signs shall not be measured from grade that has been built up or constructed in a manner that would have the effect of allowing a higher sign height than permitted by these regulations (e.g., the height of signs erected on a berm shall be measured from the finished grade adjacent to the berm). External light sources used to illuminate a sign are not included in the sign's height measurement.
6. **Height, Minimum.** Shall be measured from grade to the lowest edge of the sign surface or its projecting structure.
7. **Lot, Zoning.** A single tract of land, located within a single block, which at the time of filing for a sign permit is designated by its owner or developer as a tract to be used, developed or built upon as a unit, under single ownership or control.
8. **Luminaire.** A luminaire is a complete lighting system, which includes a lamp or lamps and a fixture.
9. **Owner.** A person, firm, partnership, association, company, or corporation, or any other legal entity, and/or its legal successors, heirs, and assigns.
10. **Premises.** The contiguous land in the same ownership or control which is not divided by a public street.
11. **Sign.** Any display or object which is primarily used to identify or display information or direct or attract attention by any means which is visible from any public street, sidewalk, alley, park, or public property and is otherwise located or set upon or in a building, structure or piece of land. The definition does not include goods displayed in a window.
12. **Sign Area.** The entire area within a rectangle or the sum of rectangles enclosing the extreme limits of writing, representation, emblem or any figure of similar character, together with any frame or other material or element forming an integral part of the display or used to differentiate the sign from the background against which it is placed, excluding the necessary supports or uprights on which such sign is placed. Any single row of text shall be grouped into one continuous rectangle.
13. **Sign Erector.** Any person engaged in the business of erecting, constructing, altering or removing signs on a contractual or hourly basis.

Sec. 25-3. - Sign Design and Construction Standards in All Zoning Districts

A. Construction Standards.

1. General requirements. All signs shall be designed and constructed in a safe and stable manner in accordance with the City's adopted building code and electrical code. All electrical wiring associated with a freestanding sign shall be installed underground. Signs shall be compatible with or upgrade the building and landscaping to promote an overall unified and aesthetic effect in accordance with the standards of this Chapter. Signs shall not be constructed from materials that are remnants or manufactured for a different purpose.

2. **Framework.** All signs shall be designed so that the supporting framework, other than the supporting poles on a freestanding sign, is contained within or behind the face of the sign or within the building to which it is attached to be totally screened from view.

B. Illumination.

1. **General requirements.** Signs shall be illuminated only by steady, stationary, shielded light sources directed solely at the sign, from behind the sign, or internal to it. Temporary signs shall not be illuminated. Permanent signs may be internally or externally illuminated, except where prohibited in this Chapter.
2. **Illumination.** Glare shall be reduced/minimized in such a manner as to maintain an appropriate level of contrast during the day. An automatic dimmer shall be required to control brightness at night, and to reduce drive distraction and light trespass into residential areas. A photometric plan which identifies the proposed illumination levels (in foot candles) shall be provided. Lighting intensities for illuminated signs shall not exceed ten (10) footcandles measured at four (4) feet perpendicular to the sign surface. Illumination levels shall not exceed 0.5-foot candles at the property line, measured five (5) feet from the ground. In cases where the property line extends into the right-of-way, illumination shall be measured at the right-of-way line.
3. **Non-glare, shielded lighting.** Use of glaring undiffused lights or bulbs is expressly prohibited. The source of illumination shall not be visible, shall be fully shielded, and shall cause no glare hazardous to pedestrians, motorists or adjacent residential uses or districts. Use of exposed neon lighting, including neon banding, is prohibited.
4. **Bare bulb illumination.** Illumination by bare bulbs or flames is prohibited, except that bare bulbs are permitted on electronic changeable copy signs and theatre marquees.

C. Changeable Copy Signs and Electronic Message Center Signs. Changeable copy and EMC signs serve as a component of monument signs in nonresidential and appropriately zoned districts up to a maximum of twenty-five (25) percent of the total permanent sign area per sign face. Such signs are subject to the standards of this section and the following regulations:

1. **Frequency of Change.** Signs with the ability to change displays shall not change more frequently than one (1) time per ten (10) seconds. Animated signs are expressly prohibited.
2. **Manner of Change.** Signs with the ability to change displays must be designed to change the display instantaneously. Flashing, scrolling, fading, dissolving, osculating, spinning, twirling, video display, or other type of motion are expressly prohibited.
3. **Internal Illumination.** Changeable copy signs and EMC signs shall not emit more than 5,000 nits in full daylight and 100 nits during night hours, which commence no later than one hour after sunset and extend through no earlier than sunrise. The displays shall transition smoothly at a consistent rate from the permitted daytime brightness to the permitted nighttime brightness levels. All changeable copy and EMC signs shall have functioning ambient light monitors and automatic dimming equipment which shall always be set to automatically reduce the brightness level of the sign proportionally to any reduction in the ambient light. In order to verify compliance with City Code or other

applicable law, the interface that programs an EMC sign shall be made available to City staff for inspection upon request. If the interface is not or cannot be made available upon the City's request, the sign shall cease operation until the City has been provided proof of compliance with City Code.

4. **Rendering.** A color rendering of the display shall be provided for consideration by the planning commission during site plan review, and the planner and building official during an administrative review.
5. **Integration into sign.** The electronic changeable copy or electronic graphic display areas on monument signs shall be part of the same sign face as a monument sign without electronic display technology and shall be integrated into the face of such sign by use of a border or similar design treatment that provides a visual linkage to the remainder of the sign.
6. **Default.** All changeable copy and EMC signs shall default to an unlit black screen if fifty (50%) percent or more of the light source fails or if the light source otherwise is not displaying properly.
7. **Prohibition.** Changeable copy signs and EMC signs are prohibited in any residential district and on any property located in the Central Business District or the Grand River Corridor Overlay District.

D. **Sign Measurement.** The total sign area is to be expressed in square feet and shall be computed as herein set forth.

1. Double-face signs having two (2) faces of equal size arranged and/or positioned back to back and parallel, or with the faces at an included angle of not more than thirty (30) degrees in the plain or vertical views the area of the sign, shall be computed as one half ($\frac{1}{2}$) of the total area of the two (2) faces. When the faces of such a sign are not of equal area, then the area of the sign shall be computed as the total area of the largest face. When signs have three (3) to four (4) faces of equal size arranged and/or positioned with the faces at an angle of more than thirty (30) degrees in the plain or vertical view, the area of the sign shall be computed as the total area of the largest two (2) faces. The area of three-dimensional signs shall be measured by computing the total area of the largest two (2) faces measured at a two-dimensional view.
2. When two (2) single-face wall signs are arranged and/or positioned within thirty-six (36) inches of each other, the area of the two (2) signs shall be computed as one (1) single face sign and total area shall include the open space between the two (2) separate faces.
3. When an internally illuminated sign has a non-reflective, matte black background, the area that is outside the "extreme limits" described in the definition of sign area shall not count towards sign area. Otherwise, the entire illuminated background shall be included in the sign area calculation.
4. For temporary signs and all projecting, window and hanging signs, the extreme limits of the sign including all background elements, regardless of opacity, are included in the calculation of sign area.
5. The necessary uprights, backgrounds or structures used to support or serve as a design

feature of a freestanding sign shall be excluded from the calculation of sign area, provided that the surface is not, by definition, a sign and provided further that the area of the support structure / design feature is not more than three times the area of the sign being supported. If the background and support structures are illuminated and are not black in color, the area of background and support structures shall be counted towards the total sign area.

6. The maximum distance between parallel sign faces on a double-faced sign shall be twenty (20) inches.
7. External light sources used to illuminate a sign are not included in the sign's height or area measurement.

Sign Area Calculation

Sign Type Example

Sign Area
(Measured)



Wall Sign



The extreme limits of a temporary sign panel are included within the rectangle that delineates sign area

Temporary Sign



Wall Sign

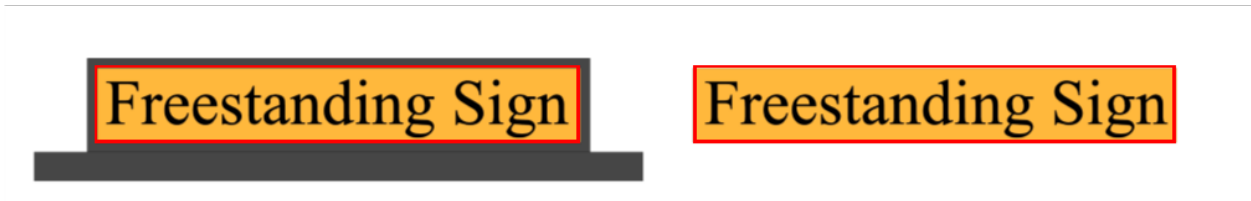
Sign Area Calculation

Sign Type Example

Sign Area
(Measured)



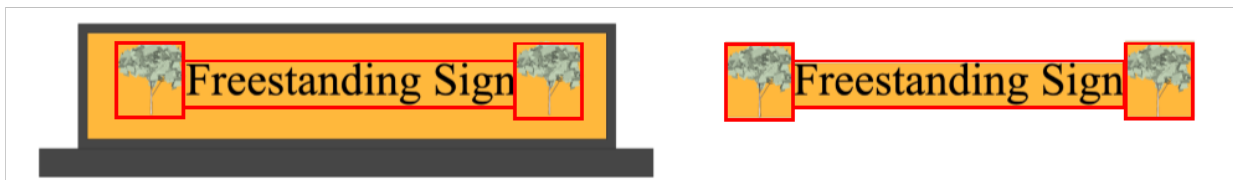
Internally Illuminated Sign with Black Background



Internally Illuminated Sign with Non-Black Background



Internally Illuminated Sign with Non-Black Background
and Additional Sign Elements



Sign Not Illuminated
(No Internal or External Illumination)



E. Sign Location.

1. **Right-of-Way Prohibited.** No sign, except those established and maintained by the City, county, state or federal governments shall be located in, project into, or overhang a public right-of-way or dedicated public easement, unless otherwise authorized in this Chapter. The City Council may permit such projection or overhang, after considering the need for the specific location of the proposed sign and public safety factors; provided, however, that no such sign shall project over the actual roadway or exceed 100 square feet.

2. **Distance from Utilities.** No sign shall be erected so that any part, including cables, guys, etc., will be within ten (10) feet of any electrical conductor, electric light pole, streetlamp, traffic light or other public utility pole.
3. **Fire Escape.** No signs of any kind shall be attached to or placed upon a structure in a manner as to obstruct any fire escape.
4. **Intersection Visibility.** No sign shall interfere with sight lines as defined in Section 35-56 of the City's Zoning Ordinance.
5. **Projections.** Unless otherwise stated, no sign shall project beyond or overhang the wall or any permanent architectural feature (e.g., awning, canopy, or marquee) by more than one (1) foot and shall not project above or beyond the highest point in the roof or parapet.
6. **Safety.** No sign shall be permitted at any location that, in the discretion of the building official, creates any type of safety hazard or visual impediment to pedestrian or vehicular traffic. In making this determination, the building official shall cite any relevant building or electrical codes, provisions of this Chapter or other City Chapters, and/or findings or studies of the public safety department and/or a traffic engineer.
7. **Liability Insurance.** If any wall, projecting, pole or roof sign is suspended over a public street or property or if the vertical distance of such sign above the street is greater than the horizontal distance from the sign to the street property line or parapet wall and so located as to be able to fall or be pushed onto public property, then the owner of such sign shall keep in force a Commercial General Liability Insurance policy in the amount of \$1,000,000.00. The Commercial General Liability Insurance policy shall include an endorsement, or policy language, naming the City as an additional insured.

- F. **Landscaping.** The area surrounding signs shall be landscaped to match the design characteristics of the site. The landscaping shall include a combination of low shrubbery and perennial/annual plantings. The landscaping shall be maintained such that the sign remains visible to passing motorists.

Sec. 25-4. - Signs Exempt from Permits

The following signs shall be permitted in all zoning districts according to the regulations of this Chapter and subject to the following provisions. No permit shall be required for signs enumerated below unless otherwise stated. Such exemptions, however, shall not be construed to relieve the owner of the sign from responsibility for its proper location, erection, maintenance, and removal.

- A. Address numbers, being essential for public safety and emergency response, with a numeral height no greater than six (6) inches for each dwelling unit and eighteen (18) inches for any other use, including multiple-family buildings.
- B. Incidental signs, not to exceed two per parcel, up to two (2) square feet each.
- C. Markers and plaques on designated historic structures, up to 6 square feet.
- D. Temporary signage provided they are set back a minimum of ten (10) feet from the public right-

of-way or any lot line, unless otherwise stated in this Chapter.

- E. Any sign required by the City to notice a required public hearing, to be erected, displayed, and removed according to the requirements of the City.
- F. Signs erected on a City, county, state, or federal building or land by the authorized public agency.
- G. Interior signs.
- H. Private traffic control signs that conform to the requirements of the Michigan Manual of Uniform Traffic Control Devices.
- I. Flags, provided that there shall be no more than three (3) flags per lot, the maximum size of each sign shall not exceed fifty (50) square feet, and the flag poles shall comply with the height limitations in the district.
- J. Window signs, not to exceed twenty-five (25) percent of the total window area of the façade facing a road. Window signs must be placed in a manner to ensure visibility into the building for public safety.
- K. Signs displaying noncommercial messages such as religious, political, economic, social, philosophical or other types of speech protected by the First Amendment of the United States Constitution; provided, however, said signs shall comply with the number and size regulations in the applicable zoning district.

Sec. 25-6. - Prohibited Signs in All Zoning Districts

The following signs are prohibited in all zoning districts, notwithstanding anything to the contrary in this Chapter.

- A. Any sign not expressly permitted.
- B. Billboards.
- C. Animated signs (including revolving signs and rotating signs) and signs that incorporate moving features, except for changeable-copy signs explicitly permitted in this Chapter.
- D. Changeable Message, Moving or Animated Signs, except as otherwise permitted. No sign shall contain any flashing, moving, oscillating, blinking or variable intensity light or intermittent lights so bright as to be blinding or distracting to a vehicle driver.
- E. Festoons, air-activated signs and animated signs, except those approved in conjunction with a temporary use approved by the zoning board of appeals.
- F. Any sign that is deemed structurally or electrically unsafe by the building official.
- G. Support pole signs.
- H. Transported signs unless the vehicle with the transported sign is operating lawfully in a public or private road.

- I. Portable Signs, except where expressly permitted in this Chapter.
- J. Roof signs.
- K. Bench signs, not including permanently mounted plaques, less than one square foot, intended to be read at close proximity.
- L. Signs projected onto buildings or structures.
- M. Costume signs. The basis of prohibiting costume signs is that the movement and proliferation of costume signs would degrade traffic safety through the creation of visual distractions.
- N. Any sign located in a public or private right-of-way that is not otherwise exempt from this ordinance.
- O. LED Signs, except where specifically permitted in this Chapter.
- P. Neon, LED, or other light types permanently outlining windows or doors.
- Q. Signs intended to mimic traffic control or emergency services signage. These signs are considered hazards detrimental to pedestrian and vehicular travel and to the public safety and welfare.
- R. Any sign structure or frame no longer supporting or containing a sign, subject to Sec. 25-11 C 5.
- S. Signs that obstruct free access or egress from a required door, window, or other required exit.
- T. Signs that obstruct view of traffic control signs.
- U. Unsafe Signs.

Sec. 25-7. - Zoning District Regulations

A. Permanent Sign Regulations Applicable to the R-1, R1A, R1B, R1C, R1D, R2, R3, R5 and R6 Districts.

Sign Type	Sign Regulations: Single-family and duplex	Sign Regulations: Residential Developments [e.g., subdivisions, site condominiums, multi-family] and Permitted Non-Residential Uses only
Monument Signs	Not Permitted	<p>Permitted Use: Monument signs shall only be allowed for permitted non-residential uses.</p> <p>Maximum Number: 1 per parcel; 1 per each side of parcel facing a street or parking area; 1 per 300 lineal feet of frontage along a major public thoroughfare.</p> <p>Minimum distance between signs if more than one sign on a parcel: 150 feet.</p>

		<p>Maximum Height: 8 feet.</p> <p>Maximum Area: In Downtown Farmington: 20 square feet per side; 40 square foot total. Outside Downtown Farmington: 30 square feet per side; 60 square feet total.</p> <p>Minimum Setback: 15 feet from right-of-way. Thirty (30) feet from any property line of an adjacent single-family district.</p>
Entranceway Signs	Not Permitted	<p>Permitted Use: Entranceway signs shall only be permitted for residential developments.</p> <p>Maximum Number: 1 per side of an entrance or exit drive.</p> <p>Maximum Height: Sign structure shall not exceed 6 feet.</p> <p>Maximum Area: Message area shall not exceed 25 square feet. Sign structure may exceed this area; entranceway signs are commonly incorporated into walls, gateways, columns, or other design element consistent with the character of the development.</p> <p>Location: No part of an entranceway sign shall be installed in a road right-of-way unless consent is given in writing by the entity with jurisdiction over the right-of-way. If a sign is located within the right-of-way, the property owner shall execute a recordable document ensuring the sign will be removed at the owner's expense if the road is widened to encompass the land on which the sign is located.</p> <p>Residential setback: No sign shall be located closer than 30 feet to any property line of an adjacent single-family district.</p> <p>Boulevard Island Option: An entranceway sign may be located on a landscaped boulevard island, provided that:</p> <p>The nearest edge of the sign must be set back a minimum of 10 feet from the right-of-way of the intersecting street.</p> <p>Such signs shall comply with the requirements related to clear vision area requirements to maintain visibility for drivers.</p>
Wall Signs		<p>Permitted Use: Wall signs may only be used in conjunction with permitted non-residential uses</p>

		<p>(including approved home occupations).</p> <p>Maximum Number: 1 per lot</p> <p>Maximum Area: 2 square feet</p> <p>Internal Illumination: Internal illumination is prohibited.</p>
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B. Temporary Sign Regulations Applicable to the R-1, R1A, R1B, R1C, R1D, R2, R3, R5 and R6 Districts.

Sign Type	Sign Regulations: Single-family and duplex	Sign Regulations: Residential Developments [e.g., subdivisions, site condominiums, multi-family] and Permitted Non-Residential Uses only
Banner Signs	Not Permitted	<p>Maximum Number: 1 banner is permitted per model home in a residential development.</p> <p>Maximum Area: 30 square feet</p> <p>Maximum Duration: 30 days per 6-month period.</p>
Portable Signs	Not Permitted	<p>Maximum Number: For residential developments, up to one (1) portable sign may be placed for each common amenity property maintained by the association.</p> <p>Maximum Height: 3 ft.</p> <p>Maximum Area: 6 square feet</p> <p>Location: For residential developments, signs shall be placed on common amenity property with approval of the recognized association in charge of maintaining the property.</p> <p>Duration of Display: Seven (7) days per month; may be displayed on consecutive days.</p>
Yard Signs		<p>Maximum Number: Unlimited so long as total square footage does not exceed 24 square feet.</p> <p>Maximum Height: 6 feet.</p> <p>Maximum Area: 24 square feet total; 6 square feet per sign.</p> <p>Minimum Setback: 5 ft. from any lot line.</p>

C. Permanent Sign Regulations Applicable to the RIP District and other parking areas.

Sign Type	Sign Regulations: Parking areas	Sign Regulations: RIP District and other parking areas
Wall Signs and Monument Signs	Permitted	<p>Permitted Use: Only in the R1P District or other parking areas.</p> <p>Maximum Number: 1 per entrance to designate each entrance to or exit from a parking area.</p> <p>Maximum Area: 2 square feet.</p> <p>Minimum Setback: Shall be screened from adjoining property.</p> <p>Internal Illumination: Internal illumination is prohibited.</p>

D. Temporary Sign Regulations Applicable to the R1P District and other parking areas.

Sign Type	Sign Regulations: R1P and other parking areas	Sign Regulations: R1P District and other parking areas
Yard Signs		<p>Maximum Number: Unlimited so long as total square footage does not exceed 24 square feet.</p> <p>Maximum Height: 6 feet.</p> <p>Maximum Area: 24 square feet total; 6 square feet per sign.</p> <p>Minimum Setback: 5 ft. from any lot line.</p>

E. Permanent Sign Regulations Applicable to the O, OS, CBS, C2, C3, P, and IND Districts, and Redevelopment Overlay District.

Regulations differ for signs depending on whether the sign is located within the DDA boundaries of Downtown Farmington or are located elsewhere in the City.

Sign Type	Sign Regulations	
Monument Signs	Permitted	Maximum Number: 1 per parcel; 1 per each side of parcel facing a street or parking area; 1 per 300 lineal feet of frontage along a major public thoroughfare.

		<p>Minimum distance between signs if more than one sign on a parcel: 150 feet.</p> <p>Maximum Height: 8 feet.</p> <p>Maximum Area: In Downtown Farmington: 20 square feet per side; 40 square foot total. Outside Downtown Farmington: 30 square feet per side; 60 square feet total.</p> <p>Minimum Setback: 15 feet from right-of-way. Thirty (30) feet from any property line of an adjacent single-family district.</p> <p>Illumination: Permitted.</p>
Entranceway Signs	Permitted	<p>Permitted Use: Entranceway signs shall only be permitted in instances where multiple businesses utilize a common entranceway, such as an industrial park, shopping center, or similar multi-user development.</p> <p>Maximum Number: 1 per building; individual business owners are not permitted to have individual signs</p> <p>Maximum Height: In Downtown Farmington: maximum 10 feet; Outside Downtown Farmington: 16 feet.</p> <p>Maximum Area: 40 square feet per side; maximum of 80 square feet.</p> <p>Location: No part of an entranceway sign shall be installed in a road right-of-way unless consent is given in writing by the entity with jurisdiction over the right of way. If a sign is located within the right-of-way, the property owner shall execute a recordable document ensuring the sign will be removed at the owner's expense if the road is widened to encompass the land on which the sign is located.</p> <p>Illumination: Permitted.</p>
Incidental Signs	Permitted	<p>Maximum Number: 1 per vehicular entrance or exit, plus 1 per 100 linear feet of driveway, measured from the right-of-way.</p> <p>Maximum Height: 4 feet.</p> <p>Maximum Area: 6 square feet</p> <p>Location: Must be placed within six (6) feet of a driveway or sidewalk; may not be closer than 15 feet</p>

		from planned right-of-way.										
Window Signs	Permitted	<p>Maximum Area: Not more than 25% of the surface of the window</p> <p>Illumination: Not permitted except for LED sign. An LED sign may be permitted subject to the following: the sign shall be a maximum of 2 square feet in area; not more than 1 LED sign will be permitted per business or storefront; not more than 2 colors shall be used. The sign messaging must be a static display that may be changed up to four (4) times per hour. The LED sign must not include any blinking, flashing, scrolling, animation or any other actual or simulated movement. An LED sign is not permitted if the property is located in a residential district.</p>										
Wall Signs	Permitted	<p>Maximum Number: 1 per parcel; 1 per business for each individual tenant having an individual means of access in a multi-tenant building; 1 per each side of a building facing a street or parking area</p> <p>Maximum Sign Height: Must not exceed building height in the applicable district; must not be higher than the building; must be at least 7 feet above ground level or sidewalk.</p> <p>Maximum Area: In Downtown Farmington: 10% of the wall, up to a maximum of 100 square feet; Outside Downtown Farmington: 10% of the wall, up to a maximum of 10 square feet</p> <p>Illumination: Permitted.</p> <p>Increase of Area: For businesses in Downtown Farmington that face directly onto adjacent public street right-of-way, the maximum allowable wall sign area may be increased, as indicated below, up to a maximum of 140 square feet. For businesses outside Downtown Farmington that face directly onto adjacent street right-of-way, the maximum allowable wall sign area may be increased, as indicated below, up to a maximum of 210 square feet.</p> <table border="0"> <tr> <td style="padding-right: 20px;">Distance of sign from ROW line:</td> <td>Allowable Increase in sign area</td> </tr> <tr> <td>200-300 feet</td> <td>25%</td> </tr> <tr> <td>301-400 feet</td> <td>30%</td> </tr> <tr> <td>401-500 feet</td> <td>35%</td> </tr> <tr> <td>501+ feet</td> <td>40%</td> </tr> </table> <p>Setback: All wall signs shall be set back at least 50</p>	Distance of sign from ROW line:	Allowable Increase in sign area	200-300 feet	25%	301-400 feet	30%	401-500 feet	35%	501+ feet	40%
Distance of sign from ROW line:	Allowable Increase in sign area											
200-300 feet	25%											
301-400 feet	30%											
401-500 feet	35%											
501+ feet	40%											

		feet from any residential district.
Awnings and canopies	Permitted	<p>Coverage: The total area of the lettering and logo shall not exceed 1/3 of the total area of the awning.</p> <p>Height: Bottom of awning or canopy must be at least 7 feet above ground level or sidewalk.</p> <p>Illumination: Not permitted under awning or canopy except for gas station awnings. Building-mounted lighting may illuminate the area above or below the awning or canopy.</p> <p>Location: Awnings or canopies may project a maximum of 6 feet into the public right-of-way. In no case shall the awning or canopy be less than 3 feet from any street curb line.</p>
Projecting Signs	Permitted	<p>Maximum Number: 1 per business, provided not within 20 feet of another projecting sign.</p> <p>Height and Placement: Projecting signs must be installed at a 90-degree angle from the building wall, at least 8 feet above ground level of the sidewalk and below the second story windowsill or roofline of the building, whichever is lower.</p> <p>Maximum Area: 8 square feet per sign face; 16 square feet total. The area of the sign does not include any bracket or frame located above or below the sign face provided there is no messaging on the bracketing or frame. The area of the sign includes the surface of the sign space and any space located between the sign and the building. Any messaging on a bracket or frame above or below the sign face is included in the area of the sign.</p> <p>Illumination: Permitted.</p>
Poster Signs	Panel Permitted in Downtown Farmington only	<p>Maximum area: 7 square feet per side; total of 14 square feet</p> <p>Maximum height: 3.5 feet</p> <p>Maximum Number: 1 per customer entrance</p> <p>Illumination: Not permitted.</p> <p>Location: The sign shall be located a minimum of 2 feet from the edge of the curb and must be located so that at least a 5-foot wide sidewalk is maintained between the sign and the building wall for pedestrian</p>

		<p>traffic flow and safety.</p> <p>Permitted Hours: The sign is permitted only during operating business hours and must be stored inside when the business is closed.</p> <p>Construction: The sign must be constructed of weatherproof, durable material and kept in good repair.</p>
Marquee Signs	Permitted	<p>Maximum Area: 10% of the wall, up to a maximum of 100 square feet</p> <p>Maximum Height: Must not exceed building height in district; Must not be higher than building; At least 8 feet above ground level or sidewalk</p> <p>Maximum Number: 1 per parcel</p> <p>Illumination: Permitted.</p>

F. Temporary Sign Regulations Applicable to the O-1, C-1, C-2, I-1, and I-2 Districts, and Planned Technology and Research Development Overlay District

Sign Type	Sign Regulations	
Banner Signs		<p>Maximum Number: 1 per business.</p> <p>Maximum Area: 32 square feet or the area of the permanent sign if temporarily covering the permanent sign.</p> <p>Maximum Duration: 2 times per year, for a maximum of 30 days each time.</p> <p>Must be securely anchored to ground, building or structure.</p>
Flag		<p>Maximum Number: 1 per lot.</p> <p>Maximum Area: 45 square feet</p>
Yard Signs		<p>Maximum Number: 24 square feet total; 6 square feet per sign.</p> <p>Maximum Height: 4 feet.</p> <p>Maximum Area (Total): 24 square feet</p> <p>Minimum Setback: 10 feet from any lot line.</p>

Poster Panel Signs		<p>Districts Permitted: O-1, C-1 and C-2</p> <p>Maximum Number: 1 per business with individual access to a sidewalk.</p> <p>Maximum Height: 3 feet</p> <p>Maximum Area: 6 square feet</p> <p>Location: Within 10 feet of the primary building entrance door; location must allow more than five (5) feet of clearance for pedestrian circulation on a sidewalk. Signs shall not be placed in a right-of-way.</p> <p>Duration of Display: Signs may be displayed up to one (1) hour before and after business hours.</p> <p>Manner of Display: A poster panel sign shall be internally weighted to ensure stability and prevent unintentional movement or conflict with pedestrians.</p> <p>Parking District: No temporary signs shall be permitted in the Parking District</p>
Umbrella Signs		<p>Maximum Area: Lettering and/or logo may cover maximum of one-third of umbrella</p>

G. Permanent Sign Regulations applicable to Grand River Corridor Overlay District

Sign Type	Sign Regulations	

H. Temporary Sign Regulations applicable to Grand River Corridor Overlay District

Sign Type	Sign Regulations	

Sec. 25-8. - Construction and Maintenance Requirements

- A. **Material and Design.** All signs shall be designed, constructed, and maintained in conformity with the provisions for materials, loads and stresses of the latest adopted edition of Building Code and requirements of this Chapter.
- B. **Fastenings.** All signs must be erected in such a manner and with such materials to remain safe and secure during the period of use and all bolts, cables, and other parts of such signs shall be kept painted and free from corrosion. Any defect due to the fault of the erector shall be repaired by the erector.
- C. **Fire Escapes.** No signs of any kind shall be attached to or placed upon a building in such a manner as to obstruct any fire escape.
- D. **Support Location.** No pole, cable, or support of any nature shall be placed on any publicly owned property, street, right-of-way, or proposed street rights-of-way without written authorization from the owner of said right-of-way.
- E. **Proximity to Electrical Conductors.** No sign shall be erected so that any part including cables and guys will be within ten (10) feet of any electrical conductor, streetlamp, traffic light or other public utility pole standard, or ten (10) feet of a high voltage wire.
- F. **Sanitation.** Property surrounding any monument sign shall be kept clean, sanitary, and free from obnoxious and offensive and offensive substances, free from weeds, rubbish and inflammable material.
- G. **Traffic Interference.** No sign shall be erected or maintained which simulates or imitates in size, color, letter, or design any traffic sign or signal or other word, phrase, symbol or character in such a manner as to interfere with, mislead, or confuse traffic.
- H. **Maintenance.** All signs shall be maintained in a condition of good repair. Peeling or missing paint, holes, broken, cracked, bent, warped, rotted, discolored, sagging, out-of-plumb, rusted, or missing material or parts shall be repaired within thirty (30) days of written notification by the Building Official.
- I. **Compliance with Building Code.** The building code adopted by the City shall regulate the construction and maintenance of signs unless the provisions of this Chapter are more stringent.

Sec. 25-9. - Nonconforming Signs

- A. **Intent.** It is the intent of this Chapter to avoid any unreasonable invasion of established private

property. It is further the intent to encourage eventual elimination of signs that:

1. As a result of the adoption of this Chapter, become nonconforming;
 2. Are recognized as illegal nonconforming signs.
- B. **Lawful Existing Signs.** Subject the amortization requirements in Sec. 25-11 below, any sign lawfully existing at the time of adoption of this Chapter which does not fully comply with all provisions shall be considered a legal nonconforming sign and may be permitted to remain as long as the sign is properly maintained, there is no increase in nonconformity, and the sign is not detrimental to the health, safety, and welfare of the community except as hereafter provided. Signs on which an enforcement action have been initiated by the City are not considered lawful signs for the purposes of this section.
- C. **Alteration.** No nonconforming sign shall be altered or reconstructed, unless the alteration or reconstruction complies with the provisions of this Chapter. For the purpose of this Chapter only, the term "altered" or "reconstructed" shall not include normal maintenance or replacement of sign copy when no changes are made to the frame or structure of the sign. Nonconforming signs and sign structures shall be removed or made to conform within sixty (60) days of the termination of the use to which they are accessory.
- D. **Continuance.** A nonconforming sign shall not be:
1. Relocated, expanded, or structurally altered to prolong the life of the sign or to change the shape, size, type, placement or design of the sign.
 2. Repaired or re-erected after being damaged if the repair or re-erection of the sign would cost more than fifty (50) percent of the cost of a similar new sign.
- E. **Removal of Nonconforming Signs.** If the owner of a sign or the premises on which a sign is located changes the location of a building, property line or sign, or changes the use of the land or building so that any sign on the premises is rendered nonconforming, such sign shall be removed or made to conform to this Chapter.
- F. **Portable Signs.** All portable signs existing on the date of adoption of this Chapter, except those specifically permitted herein, shall be removed immediately upon the enactment of this Chapter.

Sec. 25-10. - Amortization of Legal Nonconforming Signs

- A. All legal nonconforming signs are to be removed and replaced by signs that conform to these regulations no later than twelve (12) years from the date this amortization provision was originally enacted. The original enactment date for purposes of determining the period of time is _____ (insert date of first ordinance).
- B. Upon the determination that a sign remains nonconforming after the twelve-year amortization period in A above, the City shall notify the sign owner and/or the owner of the property on which the nonconforming sign is located and such owners shall have ninety (90) days after written notice from the City to remove the sign.
- C. In the event the owner fails to remove the sign, and after written notice from the City to the

owner of its failure to remove, the City may enter upon the property and remove the sign, and assess the cost of removal, including an administrative expense of twenty-five percent (25%) and any attorney fees incurred (collectively "the costs of removal"), to the owner of the property on which the sign is located. The City may require the payment of such monies prior to performing the work. In any event, the cost of removal shall be due and payable upon receipt by the owner of a written invoice for the same from the City with appropriate supporting documentation. Any assessment not paid within thirty (30) days following the delivery of the invoice shall bear interest at the rate of one and one-half (1 1/2%) percent per month until paid. If such costs and expenses have not been paid within thirty (30) days of a billing to the owner all unpaid amounts may be placed on the delinquent tax roll of the City and shall accrue interest at the rate of one and one-half (1 1/2 %) percent per month and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. At the discretion of the City, such costs and expenses may also be collected by suit initiated against the owner, and in the event the City prevails in such suit, the owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit. The City shall also have the enforcement rights otherwise provided in applicable City Chapters.

Sec. 25-11. - Administration, Permits, Inspections and Enforcement

A. Permits and Applications

1. **Permit Required.** It shall be unlawful for any person to erect, re-erect, alter or relocate any sign without first obtaining a permit in accordance with the provisions set forth in this Chapter. However, a permit will not be required to change a message on a previously approved sign, on a marquee, or any other sign approved for use of replaceable copy, or to perform routine maintenance where not structural changes are being made. A permit shall require the payment of a fee in accordance with the schedule adopted by resolution of the City council. Any sign that makes use of electriCity shall, in addition to a sign permit, require an electrical permit, regardless of size.
2. **Applications.** Applications for sign permits shall be made upon forms provided by the building department for this purpose and shall contain the following information:
 - a. Name, address, and phone number of applicants.
 - b. Location of the building, structure, or lot on which the sign is to be attached or erected.
 - c. Position of the sign on the building, structure, or lot on which the sign is to be attached or erected.
 - d. Position of the sign in relation to nearby buildings, structures, property lines, and right-of- ways, exiting or proposed.
 - e. Two (2) copies of the plans and specifications and method of construction and attachment to the building or the ground.
 - f. Copies of sheets and calculations, if deemed necessary, which show the structure is designed for dead load and wind pressure in accordance with the regulations

adopted by the City.

- g. Name and address of the sign erector.
- h. Insurance policy and/or performance guarantee as required in the Code.
- i. Such other information as the building official may be required to show full compliance with this and all other applicable laws of the City and the state of Michigan.
- j. When public safety so requires, the application containing the aforesaid material shall, in addition, bear the certificate or seal of a registered structural or civil engineer as a condition to the issuance of a permit.
- k. Indicate the zoning district in which the sign is to be located.
- l. A landscaping plan for the area surrounding the sign base, if applicable.
- m. The location of the sign shall be staked by the property owner. The building department will use the stake to determine compliance with required setbacks.

3. **Review of application; issuance of permit.**

- a. Planning commission review. Sign permit applications submitted in conjunction with the proposed construction of a new development, building or addition to an existing building shall be reviewed by the planning commission as a part of the required site plan review. Proposed signs must be shown on the site plan.
- b. Building official review. The building official shall review the sign permit application for any sign proposed on a site or existing building where no other new construction is proposed.
- c. Issuance of a permit. Following review and approval of a sign application by the planning commission or building official, as appropriate, and payment of all applicable fees and the approval of required building and electrical permits, the building official shall issue a sign permit for signs that meet all the requirements of this Chapter.

4. **Permit Expiration.** A sign permit shall be come null and void if the work for which the permit was issued is not completed within six (6) months of the date of issue.

5. **Sign Maintenance and Message Change.** No permit shall be required for ordinary servicing, repainting of existing sign message, or cleaning of a sign. No permit is required for change of message of a sign designed to allow for message change without a change of structure, such as a bulletin board or billboard. Structural changes to a sign frame or support shall require a permit.

B. **Inspection and Maintenance**

1. **Inspection of new signs.** All signs for which a permit has been issued shall be inspected by the building official when erected. Approval shall be granted only if the sign

has been constructed in compliance with the approved plans and applicable Zoning Article and building code standards and has obtained approval of the planning commission where required.

2. **Inspection of existing signs.** The building official shall have the authority to routinely enter onto property to inspect existing signs. In conducting such inspections, the building official shall determine whether the sign is located in the permitted area, adequately supported, painted to prevent corrosion, and so secured to the building or other support as to safely bear the weight of the sign and pressure created by the wind.
3. **Correction of defects.** If the building official finds that any sign is unsafe, insecure, improperly constructed, or poorly maintained, the sign erector, owner of the sign, or owner of the land shall make the sign safe and secure by completing any necessary reconstruction or repairs, or entirely remove the sign in accordance with the timetable established by the building official.

C. **Certificate of Compliance Required**

1. **Certification of Compliance.** All signs shall be inspected at original installation and if found to be in full compliance with the provisions this Chapter, shall be issued a Certificate of Compliance.
2. **Inspections.** The building official may cause existing signs to be inspected on a periodic basis, at least once every two (2) years to determine continuation of compliance with the provisions of this Chapter.
3. **Inspection Fee.** An inspection fee may be established by the City council. Such fee shall be charged to the owner of each sign inspected, at the time of inspection, provided that such fee shall not be imposed more than once in any year.
4. **Concealed Work.** In cases where fastenings are to be installed and enclosed in such a manner that the building official cannot easily remove material to see the fastenings and material used, the building department may advise the sign erector so that the inspection may be made before concealment, if such inspection is deemed necessary by the building official.
5. **Removal of Signs.** Should any sign be found unsafe, insecure, improperly maintained, or constructed or not in accordance with the requirements of this section, the erector and/or owner shall be required to make any such sign safe, secure, and otherwise in compliance with the requirements of this Chapter within thirty (30) days of written notice.
 - a. A temporary sign shall be removed within three (3) days' notice. Failure to comply shall result in an order to immediately removal by the City at the cost of the owner of the premises.
 - b. Upon failure to comply with a notice provided for removal, the City may enter upon the property and remove the sign and its supporting structure. A sign and its supporting structure may also be removed immediately and without notice if, in the opinion of the City, the sign or structure presents an immediate threat to the safety of the public. The City shall be assess the cost of removal, including

an administrative expense of twenty-five percent (25%) and any attorney fees incurred (collectively "the costs of removal"), to the owner of the property on which the sign is located. The City may require the payment of such monies prior to performing the work. In any event, the cost of removal shall be due and payable upon receipt by the owner of a written invoice for the same from the City with appropriate supporting documentation. Any assessment not paid within thirty (30) days following the delivery of the invoice shall bear interest at the rate of one and one-half (1 1/2%) percent per month until paid. If such costs and expenses have not been paid within thirty (30) days of a billing to the owner all unpaid amounts may be placed on the delinquent tax roll of the City and shall accrue interest at the rate of one and one-half (1 1/2 %) percent per month and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. At the discretion of the City, such costs and expenses may also be collected by suit initiated against the owner, and in the event the City prevails in such suit, the owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit. The City shall also have the enforcement rights otherwise provided in this Chapter.

- c. Signs within a public right-of-way or on City property may be removed by the City without notice and may be disposed of.
- d. An obsolete sign and supporting structure shall be removed by the owner of the sign or the owner or lessee of the building, structure or premises within ten (10) days written notice from the building department.
- e. A sign which is in conformity with the other provisions of this Chapter may remain in place for a period of one hundred twenty (120) days if such sign is obscured by the use of a blank panel attached within the frame of the sign.
- f. Where a successor to an inactive business agrees to maintain the sign in accordance with this Chapter within thirty (30) days of the written notice from the building department to remove, the sign need not be removed provided that the existing sign and structure conform to all requirements of this Chapter.

6. **Exception.** Existing signs determined to be unsafe and an immediate hazard to health or safety shall be removed, repaired, or secured within twenty-four (24) hours of notification.

7. **Exemptions.** Signs exempt from obtaining permits as provided in Sec. 25-4 shall not be required to obtain a Certificate of Compliance.

8. **Responsibility of Compliance.** The owner of any property on which a sign is placed, and the owner of the sign are declared to be equally responsible for the erection, safety, and condition of the sign and the area in the vicinity thereof subject to provisions of this Chapter.

D. **Sign Erector Requirements.** Permits may be issued only to licensed persons in compliance with the following provisions.

1. **License application.** Any person before engaging or continuing in the business of erecting or repairing signs in the City shall apply for a sign erector's license.
2. **Insurance Certificates.** To obtain said license he shall first furnish the City a Commercial General Liability insurance policy in the amount of \$1,000,000.00. The Commercial General Liability Insurance policy shall include an endorsement, or policy language, naming the City as an additional insured. Said license shall automatically terminate upon the expiration of the insurance policy unless evidence of renewal is filed with the City Clerk. All persons erecting, installing, repairing, replacing or otherwise engaging in such activities with respect to an electric sign or outline lighting must also be appropriately licensed as required by the Michigan Electrical Administrative Act 217 of 1956, as amended.
3. **Lapsing of Insurance.** If at any time, the insurance of any sign erector is permitted to lapse, his/her/its license and right to obtain permits shall automatically be revoked until a current certificate of insurance is filed with the building department.
4. **Notification of Change.** A sign erector shall notify the building department of any change in address and if a firm or corporation, any change in ownership or management if other than that indicated on the insurance.
5. **Rehanging.** In case of rehanging or re-erection of any sign, the new sign erector shall place its identification, address and the date on the sign.
6. **Revocation.** The license of a sign erector may be suspended or revoked as otherwise provided in this Code.

Sec. 25-12. - Appeals

Any party who has been refused a sign permit for a proposed sign may file an appeal with the zoning board of appeals, in accordance with Article 18 of the zoning ordinance. In addition to applying the standards for a variance in Sec. 35-215, the zoning board of appeals shall study the sign proposal, considering any extraordinary circumstances, such as those listed below, that would cause practical difficulty in complying with the sign standards. The presence of any of the circumstances listed may be enough to justify granting a variance. However, the zoning board of appeals may decline to grant a variance even if some circumstances are present.

- A. Permitted signage could not be easily seen by passing motorists due to the configuration of existing buildings, trees, or other obstructions, which cannot be legally and/or practically removed.
- B. Permitted signage could not be seen by passing motorists in enough time to permit safe deceleration and exit. In determining whether such circumstances exist, the zoning board of appeals shall consider the width of the road, the number of moving lanes, the volume of traffic and speed limits.
- C. Existing signs on nearby parcels would substantially reduce the visibility or advertising impact of a conforming sign on the subject parcel.

- D. Construction of a conforming sign would require removal or severe alteration to natural features on the parcel, such as but not limited to removal of trees, alteration of the natural topography, filling of wetlands, or obstruction of a natural drainage course.
- E. Construction of a conforming sign would obstruct the vision of motorists or otherwise endanger the health or safety of passers-by.
- F. Variance from certain sign regulations would be offset by increased building setback, increased landscaping, or other such enhancements, so that the net effect is an improvement in appearance of the parcel, compared to the result that would be otherwise achieved with construction of a conforming sign.
- G. A sign which exceeds the permitted height or area standards of the Chapter would be more appropriate in scale because of the large size or frontage of the parcel or building or within a building setback significantly greater than required by Chapter.
- H. The variance would permit a sign with historic significance to be retained.
- I. A variance would significantly improve the conformity of an existing sign.

Sec. 25-13. - Violations; removal of signs

- A. A violation of any provision or requirement of this Chapter is a municipal civil infraction, subject to enforcement and the fines and penalties for civil infraction violations as set forth in the City of Farmington Code of Articles, in addition to the penalties set forth herein.
- B. In addition to the remedies set forth in paragraph A, above, the enforcement officer or his/her designee shall have the right to revoke any permit issued hereunder for a violation of this Chapter. Any of the grounds upon which the initial permit application may be denied shall also constitute grounds for such revocation. In addition, the failure of the sign erector and property owner to comply with the provisions of this Chapter or other provisions of this Code or other law shall also constitute grounds for revocation of the permit. The sign erector and property owner shall be notified in writing by the enforcement officer or his/her/its designee of the specific grounds for a revocation and demand for correction and abatement. Such notice may be served personally or by registered mail, return receipt requested. The notice shall allow a maximum of ten (10) business days after service of the notice to correct or abate the violation. Additional time may be granted by the enforcement officer or his/her designee when bona fide efforts to remove or eliminate the offending condition are in progress. The notice shall provide that the sign erector and property owner may request a hearing on the notice and permit revocation by filing an appeal with the zoning board of appeals.
- C. If a violation is neither remedied nor appealed within the given time period set forth by the written notice, the enforcement officer or his/her designee shall have the right to revoke the sign permit. Upon revocation of a permit issued pursuant to this Chapter, the sign erector or property owner of the parcel on which the sign has been placed shall remove the sign from the property within ten (10) calendar days from the date of the notice and, if not so removed within the time period, the City or City's contractor may initiate removal of the sign. All costs associated with the removal of the sign and correction of the offense incurred by the City, or the City's contractor, shall be the joint and several responsibilities of the permittee and property owner. If such obligation is not paid within thirty (30) days after mailing of a billing of costs to the

property owner, the City may place a lien upon such real property enforceable as a tax lien in the manner prescribed by the general laws of this state against the property and collected as in the case of general property tax. If the same is not paid prior to the preparation of the next assessment roll of the City, the amount shall be assessed as a special tax against such premises on the next assessment roll and collected thereunder.

Sec. 25-14. - Severability

If any section, clause or provision of this Chapter shall be declared to be unconstitutional, void, illegal or ineffective by any court of competent jurisdiction, the validity of the Chapter as a whole, or in part, shall not be affected other than the part invalidated, and such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Chapter, but the remainder of this Chapter shall stand and be in full force and effect.

Sec. 25-15. - Substitution Clause

Noncommercial messages shall be permitted on any sign constructed or erected in compliance with this Chapter.

Secs. 25-15 through 25-18. – Reserved.

Part II Savings

This amendatory ordinance shall not affect violations of any other ordinance existing prior to the effective date of this ordinance and such violation shall be governed and shall continue to be separately punishable to the full extent of the law under the provisions of such ordinance at the time the violation was committed.

Part III Effective Date: Publication.

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

Ayes:
Nays:
Abstentions:
Absent:

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

I, the undersigned, the qualified and acting City Clerk of the City of Farmington, Oakland County, Michigan, do certify that the foregoing is a true and complete copy of the Ordinance adopted by the City Council of the City of Farmington at a meeting held on the ____ day of _____, 2023, the original of which is on file in my office.

MARY MULLISON, City Clerk
City of Farmington

Adopted:
Published:
Effective:

Farmington City Council Staff Report	Council Meeting Date: July 17, 2023	Item Number 7D
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Change Order No. 4 and Construction Estimate No. 4 for the 2022 Road Rehabilitation Project		
Proposed Motion: Move To Approve payment to Best Asphalt Incorporated for Change Order No. 4 and Payment Application No. 4 in the amount of \$11,495.79 for the. 2022 Road Rehabilitation Project.		
Background: <p>In conjunction with the city’s consulting engineers Orchard Hiltz & McCliment Advisors (OHM), bids were solicited for the 2022 Road Rehabilitation Program. The committee selected multiple local streets based upon PASER Score, infrastructure condition including water main, and sanitary sewer. The 2022 Road Rehabilitation Program will not conflict with other capital improvement projects this year.</p> <p><u>Change Order No. 4:</u> Includes increase quantity of curb installation on Yoder Drive, hand asphalt patching on Flemming, and credits for restocking fees for unused storm sewer replacement.</p> <p><u>Construction Estimate No.4:</u> Processes the Change Order No. 4</p> <p>The additional quantities of curb replacement on Glenview Street were added to the scope of the project and additional quantities corrugated metal storm sewer pipe were discovered on Flemming Street. The replacement of the corrugated metal pipe was added to the scope of the project to ensure the roadway integrity. After the milling operations were completed on Flemming and the courts, OHM has recommended to conduct Detail 7 repairs to the transverse joints in that area. Due to the increased quantities of curb replacement and storm sewer replacement, and Detail 7 repairs all of Alta Loma Street resurfacing has been removed from the scope of this year’s project.</p> <p>OHM recommends approving payment to Best Asphalt Incorporated located at 6334 N. Beverly Plaza, Romulus MI. 48174 in the amount of \$11,495.79 with no change to the retainage. Total due to Best Asphalt is \$11,495.79 with retainage maintained at \$10,000. \$846,268.45 is the Net Earnings this to date.</p>		
Materials: OHM Recommendation of Payment Application No. 4 Contractors Declaration		



May 16, 2023

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

Regarding: City of Farmington – 2022 Road Rehabilitation Program
OHM Job No. 0111-21-0050

Dear Mr. Eudy:

Enclosed are Payment Application No. 4 and Change Order No. 4 for the referenced project. We would recommend approval of this Change Order. If you concur, please sign and return a pdf to OHM for our files.

Best Asphalt, Inc. has completed the work shown on the attached payment application for the period ending March 09, 2023, and we would recommend payment to the Contractor in the amount of **\$11,495.79**.

Sincerely,
OHM Advisors

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

Matt Parks, P.E.
Client Representative

cc: Joshua Leach, Assistant Superintendent (via e-mail)
Brad Hanson, Best Asphalt, Inc. (via email)
Michael McNutt, OHM (via email)
File

P:\0101_0125\0111210050_2022_Road_Rehab_Program_Construction\Pay Apps_CO\Pay Apps\No.4

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 - 2022 Road Rehabilitation Program

Job Number: 0111-21-0050

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

CONTRACTOR: Best Asphalt, Inc.
6334 N. Beverly Plaza
Romulus, MI 48174
(734) 729-9440

Number: 4
Period End Date: 3/9/2023
Status: Approved
Contract Start Date: 7/15/2022
Contract End Date: 10/13/2022
Contract Duration: 90
Print Date: 5/16/2023

SCHEDULE On
STATUS:
NOTE:

Original Contract Amount:	\$953,316.54	Change Order 1:	\$63,462.50	Earnings This Period:	\$11,495.79
Change Orders Amount:	(\$94,379.09)	Change Order 2:	\$12,309.73	Earnings To Date:	\$846,268.45
Current Contract Amount:	\$858,937.45	Change Order 3:	(\$181,647.11)	Previous Retainage Amount:	\$10,000.00
		Change Order 4:	\$11,495.79	Retainage This Period:	\$0.00
			(\$94,379.09)	Less Total Retained To Date:	\$10,000.00
				Net Earned:	\$836,268.45
				Previous Earnings:	\$824,772.66
Retainage: Lump Sum				Amount Due Contractor:	\$11,495.79

Approved By

Michael McNutt, Engineer _____
 Chuck Eudy - Public Works Superintendent - City of Farmington _____
Charles J. Eudy,
Superintendent
 5/17/2023

Date _____
 Date _____

City of Farmington - 2022 Road Rehabilitation Program

Items

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
Division: I - 1 - Misc.									
1	Permit Fees Allowance	3000.00 Dlr	0.00	\$1.00	0.00	0.00	\$0.00	0.00	\$0.00
2	Exploratory Investigation, Vertical	20.00 Ft	10.00	\$150.00	0.00	0.00	\$0.00	10.00	\$1,500.00
3	Subgrade Undercutting, Type II (Modified)	202.00 Cyd	0.00	\$75.00	0.00	0.00	\$0.00	0.00	\$0.00
4	Subgrade Undercutting, Type II (Special)	202.00 Cyd	0.00	\$85.00	0.00	0.00	\$0.00	0.00	\$0.00
5	Maintenance Aggregate, 21AA	130.00 Ton	65.49	\$50.00	0.00	0.00	\$0.00	65.49	\$3,274.50
6	Hand Patching	8.00 Ton	0.00	\$250.00	0.00	0.00	\$0.00	0.00	\$0.00
7	Sprinkler Line, up to 1 inch	150.00 Ft	90.00	\$4.00	0.00	0.00	\$0.00	90.00	\$360.00
8	Sprinkler Head, Remove & Reset	15.00 Ea	0.00	\$85.00	0.00	0.00	\$0.00	0.00	\$0.00
9	Sprinkler Head, Replace	15.00 Ea	10.00	\$90.00	0.00	0.00	\$0.00	10.00	\$900.00
198	Drainage Structure, reconstruct	0.00 Ea	0.00	\$1,950.00	0.00	0.00	\$0.00	0.00	\$0.00
I - 1 - Misc. Sub-Total:							\$0.00		\$6,034.50
Retainage							\$0.00		
Division: J - 2 - Yoder Dr.									
10	Audio Video Route Survey	1.00 Ls	1.00	\$575.00	0.00	0.00	\$0.00	1.00	\$575.00
11	Mobilization, Max 5%	1.00 Ls	1.00	\$6,500.00	0.00	0.00	\$0.00	1.00	\$6,500.00
12	Traffic Maintenance and Control	1.00 Ls	1.00	\$650.00	0.00	0.00	\$0.00	1.00	\$650.00
13	Curb, Rem	168.00 Ft	168.00	\$15.00	168.00	0.00	\$2,520.00	168.00	\$2,520.00
14	Pavt, Rem	1537.00 Syd	1477.50	\$25.00	0.00	0.00	\$0.00	1477.50	\$36,937.50
15	Sidewalk, Rem	31.00 Syd	45.00	\$25.00	0.00	0.00	\$0.00	45.00	\$1,125.00
16	Sign, Rem	2.00 Ea	4.00	\$100.00	0.00	0.00	\$0.00	4.00	\$400.00
17	Station Grading	4.09 Sta	4.05	\$2,775.00	0.00	0.00	\$0.00	4.05	\$11,238.75
18	Erosion Control, Inlet Protection, Fabric Drop	4.00 Ea	3.00	\$105.00	0.00	0.00	\$0.00	3.00	\$315.00
19	Aggregate Base, 21AA (Limestone), 6 inch	1535.00 Syd	1477.50	\$12.00	0.00	0.00	\$0.00	1477.50	\$17,730.00
20	Utility Structure, Adj	2.00 Ea	0.00	\$750.00	0.00	0.00	\$0.00	0.00	\$0.00
21	HMA, MDOT 13A	334.00 Ton	364.85	\$101.05	0.00	0.00	\$0.00	364.85	\$36,868.09
22	Conc Pavt, Nonreinf, 8 inch	7.00 Syd	48.63	\$80.00	0.00	0.00	\$0.00	48.63	\$3,890.40
23	Driveway Opening, Conc, Det M	30.00 Ft	27.00	\$50.00	0.00	0.00	\$0.00	27.00	\$1,350.00
24	Curb, Con, Det E2	160.00 Ft	159.00	\$45.00	0.00	0.00	\$0.00	159.00	\$7,155.00
25	Sidewalk, Conc, 4 inch	137.00 Sft	99.00	\$8.00	0.00	0.00	\$0.00	99.00	\$792.00
26	Sidewalk, Conc, 6 inch	137.00 Sft	109.00	\$10.00	0.00	0.00	\$0.00	109.00	\$1,090.00

City of Farmington - 2022 Road Rehabilitation Program

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
27	Post, Steel, 3 lb	28.00 Ft	28.00	\$15.00	0.00	0.00	\$0.00	0.00	\$0.00
28	Sign, Type IIIB	6.00 Sft	6.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
29	Pavt Mrkg, Waterbone, 4 inch, Blue	116.00 Ft	90.00	\$1.00	0.00	0.00	\$0.00	90.00	\$90.00
30	Pavt Mrkg, Waterbone, 4 inch, Yellow	180.00 Ft	180.00	\$1.00	0.00	0.00	\$0.00	180.00	\$180.00
31	Pavt Mrkg, Waterbone, Accessible Symbol Blue	2.00 Ea	2.00	\$35.00	0.00	0.00	\$0.00	2.00	\$70.00
32	Turf Establishment	72.00 Syd	0.00	\$35.00	0.00	0.00	\$0.00	0.00	\$0.00
187	Detectable Warning Surface	0.00 Ft	20.00	\$60.00	0.00	0.00	\$0.00	20.00	\$1,200.00
J - 2 - Yoder Dr. Sub-Total:							\$2,520.00		\$130,676.74
Retainage							\$0.00		
Division: K - 3 - Glenview Dr.									
33	Audio Video Route Survey	1.00 Ls	1.00	\$1,800.00	0.00	0.00	\$0.00	1.00	\$1,800.00
34	Mobilization, Max 5%	1.00 Ls	1.00	\$12,000.00	0.00	0.00	\$0.00	1.00	\$12,000.00
35	Traffic Maintenance and Control	1.00 Ls	1.00	\$2,050.00	0.00	0.00	\$0.00	1.00	\$2,050.00
36	Pavt, Rem	97.00 Syd	92.00	\$25.00	0.00	0.00	\$0.00	92.00	\$2,300.00
37	Sidewalk, Rem	78.00 Syd	80.50	\$25.00	0.00	0.00	\$0.00	80.50	\$2,012.50
38	Sign, Rem	2.00 Ea	0.00	\$100.00	0.00	0.00	\$0.00	0.00	\$0.00
39	Erosion Control, Inlet Protection, Fabric Drop	15.00 Ea	10.00	\$105.00	0.00	0.00	\$0.00	10.00	\$1,050.00
40	Aggregate Base, 21AA (Limestone), 8 inch	1694.00 Syd	0.00	\$12.00	0.00	0.00	\$0.00	0.00	\$0.00
41	Utility Structure, Adj	2.00 Ea	1.00	\$750.00	0.00	0.00	\$0.00	1.00	\$750.00
42	Cold Milling HMA Surface	4804.00 Syd	4390.00	\$2.31	0.00	0.00	\$0.00	4390.00	\$10,140.90
43	HMA, MDOT 13A	1057.00 Ton	1088.04	\$101.05	0.00	0.00	\$0.00	1088.04	\$109,946.44
44	Conc Pavt with Integral Curb, Nonreinf, 8 inch	97.00 Syd	137.30	\$80.00	0.00	0.00	\$0.00	137.30	\$10,984.00
45	Detectable Warning Surface	20.00 Ft	20.00	\$60.00	0.00	0.00	\$0.00	20.00	\$1,200.00
46	Sidewalk, Conc, 4 inch	538.00 Sft	538.00	\$8.00	0.00	0.00	\$0.00	538.00	\$4,304.00
47	Sidewalk Ramp, Conc, 6 inch	143.00 Sft	143.00	\$10.00	0.00	0.00	\$0.00	143.00	\$1,430.00
48	Sign, Type IIIB	4.00 Sft	4.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
49	Turf Establishment	75.00 Syd	175.92	\$35.00	0.00	0.00	\$0.00	175.92	\$6,157.20
185	Curb, Rem	0.00 Ft	421.50	\$15.00	0.00	0.00	\$0.00	421.50	\$6,322.50
186	Curb and Gutter, Conc, Det F4	0.00 Ft	421.00	\$50.00	0.00	0.00	\$0.00	421.00	\$21,050.00
K - 3 - Glenview Dr. Sub-Total:							\$0.00		\$193,497.54
Retainage							\$0.00		
Division: L - 4 - Cass									
50	Audio Video Route Survey	1.00 Ls	1.00	\$900.00	0.00	0.00	\$0.00	1.00	\$900.00

OHM Advisors

34000 Plymouth Road
Livonia, MI 48150

(734) 522-6711

OHM-Advisors.com

City of Farmington - 2022 Road Rehabilitation Program

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
51	Mobilization, Max 5%	1.00 Ls	1.00	\$5,000.00	0.00	0.00	\$0.00	1.00	\$5,000.00
52	Traffic Maintenance and Control	1.00 Ls	1.00	\$1,050.00	0.00	0.00	\$0.00	1.00	\$1,050.00
53	Culv, Rem, Less than 24 inch	1.00 Ea	3.00	\$350.00	0.00	0.00	\$0.00	3.00	\$1,050.00
54	Curb and Gutter, Rem	24.00 Ft	15.00	\$15.00	0.00	0.00	\$0.00	15.00	\$225.00
55	Pavt, Rem	51.00 Syd	43.50	\$25.00	0.00	0.00	\$0.00	43.50	\$1,087.50
56	Sidewalk, Rem	97.00 Syd	103.00	\$25.00	0.00	0.00	\$0.00	103.00	\$2,575.00
57	Sign, Remove & Reset	2.00 Ea	0.00	\$250.00	0.00	0.00	\$0.00	0.00	\$0.00
58	Erosion Control, Inlet Protection, Fabric Drop	4.00 Ea	0.00	\$105.00	0.00	0.00	\$0.00	0.00	\$0.00
59	Aggregate Base, 21AA (Limestone), 8 inch	25.00 Syd	0.00	\$12.00	0.00	0.00	\$0.00	0.00	\$0.00
60	Culv End Sect, 12 inch	11.00 Ea	6.00	\$150.00	0.00	0.00	\$0.00	6.00	\$900.00
61	Culv, CI IV, Conc, 12 inch	62.00 Ft	25.00	\$75.00	0.00	0.00	\$0.00	25.00	\$1,875.00
62	Cold Milling HMA Surface	2401.00 Syd	2042.33	\$3.00	0.00	0.00	\$0.00	2042.33	\$6,126.99
63	Hand Patching	6.00 Ton	9.38	\$250.00	0.00	0.00	\$0.00	9.38	\$2,345.00
64	HMA, MDOT 13A	334.00 Ton	280.82	\$101.05	0.00	0.00	\$0.00	280.82	\$28,376.86
65	Curb and Gutter, Conc, Det F4	55.00 Ft	97.40	\$50.00	0.00	0.00	\$0.00	97.40	\$4,870.00
66	Detectable Warning Surface	40.00 Ft	40.00	\$60.00	0.00	0.00	\$0.00	40.00	\$2,400.00
67	Sidewalk, Conc, 4 inch	592.00 Sft	661.68	\$8.00	0.00	0.00	\$0.00	661.68	\$5,293.44
68	Sidewalk Ramp, Conc, 6 inch	586.00 Sft	491.00	\$10.00	0.00	0.00	\$0.00	491.00	\$4,910.00
69	Turf Establishment	94.00 Syd	66.69	\$35.00	0.00	0.00	\$0.00	66.69	\$2,334.15
188	Sewer, Rem, Less than 24 inch	0.00 Ea	2.00	\$650.00	0.00	0.00	\$0.00	2.00	\$1,300.00
194	Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	0.00 Ft	24.00	\$95.00	0.00	0.00	\$0.00	24.00	\$2,280.00
199	Dr Structure, Tap, 12 inch	0.00 Ea	0.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
204	Utility Structure, Adj	0.00 Ea	3.00	\$750.00	0.00	0.00	\$0.00	3.00	\$2,250.00
208	Culv, CMP, 12 inch	0.00 Ft	20.00	\$70.00	0.00	0.00	\$0.00	20.00	\$1,400.00
210	Culv End Sect, CMP, 12 inch	0.00 Ea	3.00	\$350.00	0.00	0.00	\$0.00	3.00	\$1,050.00
214	Pavt Joint and Crack Repr, Det 7	0.00 Ft	280.00	\$20.00	0.00	0.00	\$0.00	280.00	\$5,600.00
L - 4 - Cass Sub-Total:							\$0.00		\$85,198.94
Retainage							\$0.00		
Division: M - 5 - Hamlin Ct.									
70	Audio Video Route Survey	1.00 Ls	1.00	\$850.00	0.00	0.00	\$0.00	1.00	\$850.00
71	Mobilization, Max 5%	1.00 Ls	1.00	\$2,800.00	0.00	0.00	\$0.00	1.00	\$2,800.00
72	Traffic Maintenance and Control	1.00 Ls	1.00	\$1,000.00	0.00	0.00	\$0.00	1.00	\$1,000.00
73	Curb and Gutter, Rem	30.00 Ft	33.00	\$15.00	0.00	0.00	\$0.00	33.00	\$495.00
74	Pavt, Rem	9.00 Syd	0.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00

City of Farmington - 2022 Road Rehabilitation Program

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
75	Sidewalk, Rem	35.00 Syd	34.00	\$25.00	0.00	0.00	\$0.00	34.00	\$850.00
76	Erosion Control, Inlet Protection, Fabric Drop	2.00 Ea	0.00	\$105.00	0.00	0.00	\$0.00	0.00	\$0.00
77	Culv End Sect, 12 inch	1.00 Ea	0.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
78	Cold Milling HMA Surface	2176.00 Syd	2032.22	\$3.00	0.00	0.00	\$0.00	2032.22	\$6,096.66
79	Hand Patching	2.00 Ton	3.93	\$250.00	0.00	0.00	\$0.00	3.93	\$982.50
80	HMA, MDOT 13A	300.00 Ton	279.43	\$101.05	0.00	0.00	\$0.00	279.43	\$28,236.40
81	Curb and Gutter, Conc, Det F4	30.00 Ft	34.80	\$50.00	0.00	0.00	\$0.00	34.80	\$1,740.00
82	Detectable Warning Surface	10.00 Ft	10.00	\$60.00	0.00	0.00	\$0.00	10.00	\$600.00
83	Sidewalk, Conc, 4 inch	196.00 Sft	218.75	\$8.00	0.00	0.00	\$0.00	218.75	\$1,750.00
84	Sidewalk Ramp, Conc, 6 inch	127.00 Sft	120.84	\$10.00	0.00	0.00	\$0.00	120.84	\$1,208.40
85	Turf Establishment	45.00 Syd	23.69	\$35.00	0.00	0.00	\$0.00	23.69	\$829.15
213	Pavt Joint and Crack Repr, Det 7	0.00 Ft	161.00	\$20.00	0.00	0.00	\$0.00	161.00	\$3,220.00
M - 5 - Hamlin Ct. Sub-Total:							\$0.00		\$50,658.11
Retainage							\$0.00		
Division: N - 6 - Conroy Ct.									
86	Audio Video Route Survey	1.00 Ls	1.00	\$850.00	0.00	0.00	\$0.00	1.00	\$850.00
87	Mobilization, Max 5%	1.00 Ls	1.00	\$3,000.00	0.00	0.00	\$0.00	1.00	\$3,000.00
88	Traffic Maintenance and Control	1.00 Ls	1.00	\$1,000.00	0.00	0.00	\$0.00	1.00	\$1,000.00
89	Curb and Gutter, Rem	17.00 Ft	17.00	\$15.00	0.00	0.00	\$0.00	17.00	\$255.00
90	Pavt, Rem	9.00 Syd	23.00	\$25.00	0.00	0.00	\$0.00	23.00	\$575.00
91	Sidewalk, Rem	36.00 Syd	36.50	\$25.00	0.00	0.00	\$0.00	36.50	\$912.50
92	Erosion Control, Inlet Protection, Fabric Drop	4.00 Ea	0.00	\$105.00	0.00	0.00	\$0.00	0.00	\$0.00
93	Culv End Sect, 12 inch	2.00 Ea	0.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
94	Utility Structure, Adj	2.00 Ea	2.00	\$750.00	0.00	0.00	\$0.00	2.00	\$1,500.00
95	Cold Milling HMA Surface	2218.00 Syd	1935.25	\$3.00	0.00	0.00	\$0.00	1935.25	\$5,805.75
96	Hand Patching	2.00 Ton	7.49	\$250.00	0.00	0.00	\$0.00	7.49	\$1,872.50
97	HMA , MDOT 13A	305.00 Ton	266.09	\$101.05	0.00	0.00	\$0.00	266.09	\$26,888.39
98	Curb and Gutter, Conc, Det F4	30.00 Ft	37.20	\$50.00	0.00	0.00	\$0.00	37.20	\$1,860.00
99	Detectable Warning Surface	10.00 Ft	10.00	\$60.00	0.00	0.00	\$0.00	10.00	\$600.00
100	Sidewalk, Conc, 4 inch	258.00 Sft	267.50	\$8.00	0.00	0.00	\$0.00	267.50	\$2,140.00
101	Sidewalk Ramp, Conc, 6 inch	136.00 Sft	121.00	\$10.00	0.00	0.00	\$0.00	121.00	\$1,210.00
102	Turf Establishment	52.00 Syd	43.58	\$35.00	0.00	0.00	\$0.00	43.58	\$1,525.30
189	Sewer, Rem, Less than 24 inch	0.00 Ea	2.00	\$650.00	0.00	0.00	\$0.00	2.00	\$1,300.00
192	Aggregate Base, 21AA (Limestone), 8 inch	0.00 Syd	0.00	\$22.00	0.00	0.00	\$0.00	0.00	\$0.00

City of Farmington - 2022 Road Rehabilitation Program

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
195	Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	0.00 Ft	24.00	\$95.00	0.00	0.00	\$0.00	24.00	\$2,280.00
200	Dr Structure, Tap, 12 inch	0.00 Ea	0.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
215	Pavt Joint and Crack Repr, Det 7	0.00 Ft	22.00	\$20.00	0.00	0.00	\$0.00	22.00	\$440.00
N - 6 - Conroy Ct. Sub-Total:							\$0.00		\$54,014.44
Retainage							\$0.00		
Division: O - 7 - James Ct.									
103	Audio Video Route Survey	1.00 Ls	1.00	\$950.00	0.00	0.00	\$0.00	1.00	\$950.00
104	Mobilization, Max 5%	1.00 Ls	1.00	\$3,250.00	0.00	0.00	\$0.00	1.00	\$3,250.00
105	Traffic Maintence and Control	1.00 Ls	1.00	\$1,100.00	0.00	0.00	\$0.00	1.00	\$1,100.00
106	Curb and Gutter, Rem	36.00 Ft	26.00	\$15.00	0.00	0.00	\$0.00	26.00	\$390.00
107	Pavt, Rem	9.00 Syd	0.00	\$25.00	0.00	0.00	\$0.00	0.00	\$0.00
108	Sidewalk, Rem	43.00 Syd	43.00	\$25.00	0.00	0.00	\$0.00	43.00	\$1,075.00
109	Sign, Remove & Reset	1.00 Ea	1.00	\$150.00	0.00	0.00	\$0.00	1.00	\$150.00
110	Erosion Control, Inlet Protection, Fabric Drop	2.00 Ea	0.00	\$105.00	0.00	0.00	\$0.00	0.00	\$0.00
111	Cold Milling HMA Surface	2545.00 Syd	2288.33	\$3.00	0.00	0.00	\$0.00	2288.33	\$6,864.99
112	Hand Patching	2.00 Ton	6.45	\$250.00	0.00	0.00	\$0.00	6.45	\$1,612.50
113	HMA, MDOT 13A	350.00 Ton	314.64	\$101.05	0.00	0.00	\$0.00	314.64	\$31,794.37
114	Curb and Gutter, Conc, Det F4	36.00 Ft	43.30	\$50.00	0.00	0.00	\$0.00	43.30	\$2,165.00
115	Detectable Warning Surface	10.00 Ft	10.00	\$60.00	0.00	0.00	\$0.00	10.00	\$600.00
116	Sidewalk, Conc, 4 inch	252.00 Sft	285.00	\$8.00	0.00	0.00	\$0.00	285.00	\$2,280.00
117	Sidewalk Ramp, Conc, 6 inch	139.00 Sft	128.79	\$10.00	0.00	0.00	\$0.00	128.79	\$1,287.90
118	Turf Establishment	56.00 Syd	26.28	\$35.00	0.00	0.00	\$0.00	26.28	\$919.80
190	Sewer, Rem, Less than 24 inch	0.00 Ea	0.00	\$650.00	0.00	0.00	\$0.00	0.00	\$0.00
193	Aggregate Base, 21AA (Limestone), 8 inch	0.00 Syd	0.00	\$22.00	0.00	0.00	\$0.00	0.00	\$0.00
196	Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	0.00 Ft	0.00	\$95.00	0.00	0.00	\$0.00	0.00	\$0.00
201	Dr Structure, Tap, 12 inch	0.00 Ea	0.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
205	Utility Structure, Adj	0.00 Ea	0.00	\$750.00	0.00	0.00	\$0.00	0.00	\$0.00
216	Pavt Joint and Crack Repr, Det 7	0.00 Ft	264.00	\$20.00	0.00	0.00	\$0.00	264.00	\$5,280.00
O - 7 - James Ct. Sub-Total:							\$0.00		\$59,719.56
Retainage							\$0.00		
Division: P - 8 - Moore St.									
119	Audio Video Route Survey	1.00 Ls	1.00	\$1,250.00	0.00	0.00	\$0.00	1.00	\$1,250.00
120	Mobilization, Max 5%	1.00 Ls	1.00	\$4,050.00	0.00	0.00	\$0.00	1.00	\$4,050.00
121	Traffic Maintence and Control	1.00 Ls	1.00	\$1,425.00	0.00	0.00	\$0.00	1.00	\$1,425.00

OHM Advisors

34000 Plymouth Road
Livonia, MI 48150

(734) 522-6711

OHM-Advisors.com

City of Farmington - 2022 Road Rehabilitation Program

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
122	Culv, Rem, Less than 24 inch	1.00 Ea	2.00	\$350.00	0.00	0.00	\$0.00	2.00	\$700.00
123	Curb and Gutter, Rem	7.00 Ft	10.00	\$50.00	0.00	0.00	\$0.00	10.00	\$500.00
124	Pavt, Rem	27.00 Syd	53.00	\$25.00	0.00	0.00	\$0.00	53.00	\$1,325.00
125	Sidewalk, Rem	38.00 Syd	35.50	\$25.00	0.00	0.00	\$0.00	35.50	\$887.50
126	Sign, Remove & Reset	1.00 Ea	0.00	\$250.00	0.00	0.00	\$0.00	0.00	\$0.00
127	Erosion Control, Inlet Protection, Fabric Drop	4.00 Ea	0.00	\$105.00	0.00	0.00	\$0.00	0.00	\$0.00
128	Aggregate Base, 21AA (Limestone), 8 inch	19.00 Syd	0.00	\$12.00	0.00	0.00	\$0.00	0.00	\$0.00
129	Culv End Sect, 12 inch	1.00 Ea	2.00	\$150.00	0.00	0.00	\$0.00	2.00	\$300.00
130	Culv, CI IV, Conc, 12 inch	46.00 Ft	33.00	\$75.00	0.00	0.00	\$0.00	33.00	\$2,475.00
131	Culv End Sect, 8 inch	1.00 Ea	0.00	\$125.00	0.00	0.00	\$0.00	0.00	\$0.00
132	Dr Structure, Tap, 12 inch	1.00 Ea	0.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
133	Cold Milling HMA Surface	3292.00 Syd	2894.22	\$3.00	0.00	0.00	\$0.00	2894.22	\$8,682.66
134	Hand Patching	2.00 Ton	17.53	\$250.00	0.00	0.00	\$0.00	17.53	\$4,382.50
135	HMA, MDOT 13A	457.00 Ton	376.90	\$101.05	0.00	0.00	\$0.00	376.90	\$38,085.75
136	Curb and Gutter, Conc, Det F4	24.00 Ft	29.80	\$50.00	0.00	0.00	\$0.00	29.80	\$1,490.00
137	Detectable Warning Surface	10.00 Ft	10.00	\$60.00	0.00	0.00	\$0.00	10.00	\$600.00
138	Sidewalk, Conc, 4 inch	172.00 Sft	190.00	\$8.00	0.00	0.00	\$0.00	190.00	\$1,520.00
139	Sidewalk Ramp, Conc, 6 inch	147.00 Sft	144.20	\$10.00	0.00	0.00	\$0.00	144.20	\$1,442.00
140	Turf Establishment	33.00 Syd	41.23	\$25.00	0.00	0.00	\$0.00	41.23	\$1,030.75
203	Dr Structure, Rem	0.00 Ea	1.00	\$500.00	0.00	0.00	\$0.00	1.00	\$500.00
217	Pavt Joint and Crack Repr, Det 7	0.00 Ft	275.00	\$20.00	0.00	0.00	\$0.00	275.00	\$5,500.00
P - 8 - Moore St. Sub-Total:							\$0.00		\$76,146.16
Retainage							\$0.00		
Division: Q - 9 - Fleming St.									
141	Audio Video Route Survey	1.00 Ls	1.00	\$1,600.00	0.00	0.00	\$0.00	1.00	\$1,600.00
142	Mobilization, Max 5%	1.00 Ls	1.00	\$7,700.00	0.00	0.00	\$0.00	1.00	\$7,700.00
143	Traffic Maintenance and Control	1.00 Ls	1.00	\$1,800.00	0.00	0.00	\$0.00	1.00	\$1,800.00
144	Culv, Rem, Less than 24 inch	3.00 Ea	2.00	\$350.00	0.00	0.00	\$0.00	2.00	\$700.00
145	Dr Structure, Rem	1.00 Ea	1.00	\$500.00	0.00	0.00	\$0.00	1.00	\$500.00
146	Curb and Gutter, Rem	9.00 Ft	9.00	\$50.00	0.00	0.00	\$0.00	9.00	\$450.00
147	Pavt, Rem	80.00 Syd	134.50	\$25.00	0.00	0.00	\$0.00	134.50	\$3,362.50
148	Sidewalk, Rem	18.00 Syd	18.00	\$25.00	0.00	0.00	\$0.00	18.00	\$450.00
149	Sign, Rem	2.00 Ea	0.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
150	Ditch Cleanout, Special	1622.00 Ft	1271.00	\$15.00	0.00	0.00	\$0.00	1271.00	\$19,065.00

City of Farmington - 2022 Road Rehabilitation Program

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
151	Erosion Control, Inlet Protection, Fabric Drop	4.00 Ea	0.00	\$105.00	0.00	0.00	\$0.00	0.00	\$0.00
152	Aggregate Base, 21AA (Limestone), 8 inch	20.00 Syd	0.00	\$35.00	0.00	0.00	\$0.00	0.00	\$0.00
153	Aggregate Base, 21AA (Limestone), Drive Approach 6	62.00 Syd	23.50	\$30.00	0.00	0.00	\$0.00	23.50	\$705.00
154	Culv End Sect, 12 inch	7.00 Ea	5.00	\$150.00	0.00	0.00	\$0.00	5.00	\$750.00
155	Culv, CI IV, Conc, 12 inch	95.00 Ft	41.00	\$75.00	0.00	0.00	\$0.00	41.00	\$3,075.00
156	Dr Structure, 48 inch dia	1.00 Ea	0.00	\$2,750.00	0.00	0.00	\$0.00	0.00	\$0.00
157	Cold Milling HMA Surface	4324.00 Syd	3962.29	\$2.75	0.00	0.00	\$0.00	3962.29	\$10,896.30
158	Hand Patching	1.00 Ton	32.78	\$250.00	5.24	0.00	\$1,310.00	32.78	\$8,195.00
159	HMA, MDOT 13A	598.00 Ton	544.81	\$101.05	0.00	0.00	\$0.00	544.81	\$55,053.05
160	Driveway, Nonreinf Conc, 6 inch	31.00 Syd	0.00	\$70.00	0.00	0.00	\$0.00	0.00	\$0.00
161	Curb and Gutter, Conc, Det F4	9.00 Ft	15.30	\$50.00	0.00	0.00	\$0.00	15.30	\$765.00
162	Detectable Warning Surface	6.00 Ft	5.00	\$60.00	0.00	0.00	\$0.00	5.00	\$300.00
163	Sidewalk, Conc, 4 inch	93.00 Sft	100.00	\$8.00	0.00	0.00	\$0.00	100.00	\$800.00
164	Sidewalk, Conc, 6 inch	90.00 Sft	118.00	\$10.00	0.00	0.00	\$0.00	118.00	\$1,180.00
165	Post, Steel, 3 lb	14.00 Ft	14.00	\$15.00	0.00	0.00	\$0.00	0.00	\$0.00
166	Sign, Type IIIB	5.00 Sft	5.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
167	Turf Establishment	2271.00 Syd	2271.00	\$10.00	0.00	0.00	\$0.00	1142.10	\$11,421.00
191	Sewer, Rem, Less than 24 inch	0.00 Ea	5.30	\$650.00	0.00	0.00	\$0.00	5.30	\$3,445.00
197	Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	0.00 Ft	166.00	\$95.00	0.00	0.00	\$0.00	166.00	\$15,770.00
202	Dr Structure, Tap, 12 inch	0.00 Ea	0.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
206	Utility Structure, Adj	0.00 Ea	6.00	\$750.00	0.00	0.00	\$0.00	6.00	\$4,500.00
207	Dr Structure, 24, inch dia	0.00 Ea	2.00	\$1,950.00	0.00	0.00	\$0.00	2.00	\$3,900.00
209	Culv, CMP, 12 inch	0.00 Ft	40.00	\$70.00	0.00	0.00	\$0.00	40.00	\$2,800.00
211	Culv End Sect, CMP, 12 inch	0.00 Ea	2.00	\$350.00	0.00	0.00	\$0.00	2.00	\$700.00
212	Rip Rap, 4" x 8"	0.00 Ton	55.23	\$115.15	0.00	0.00	\$0.00	55.23	\$6,359.73
218	Pavt Joint and Crack Repr, Det 7	0.00 Ft	412.00	\$20.00	0.00	0.00	\$0.00	412.00	\$8,240.00
219	C&M Downtime and Re-stocking Fees	0.00 Dlr	7665.79	\$1.00	7665.79	0.00	\$7,665.79	7665.79	\$7,665.79
Q - 9 - Fleming St. Sub-Total:							\$8,975.79		\$182,148.37
Retainage							\$0.00		
Division: R - 10 - Alta Loma Dr.									
168	Audio Video Route Survey	1.00 Ls	1.00	\$1,850.00	0.00	0.00	\$0.00	1.00	\$1,850.00
169	Mobilization, Max 5%	1.00 Ls	0.00	\$7,250.00	0.00	0.00	\$0.00	0.00	\$0.00
170	Traffic Maintenance and Control	1.00 Ls	0.00	\$2,100.00	0.00	0.00	\$0.00	0.00	\$0.00

City of Farmington - 2022 Road Rehabilitation Program

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
171	Curb and Gutter, Rem	54.00 Ft	0.00	\$25.00	0.00	0.00	\$0.00	0.00	\$0.00
172	Pavt, Rem	22.00 Syd	44.05	\$50.00	0.00	0.00	\$0.00	44.05	\$2,202.50
173	Sidewalk, Rem	149.00 Syd	0.00	\$25.00	0.00	0.00	\$0.00	0.00	\$0.00
174	Sign, Remove & Reset	1.00 Ea	0.00	\$350.00	0.00	0.00	\$0.00	0.00	\$0.00
175	Erosion Control, Inlet Protection, Fabric Drop	10.00 Ea	0.00	\$105.00	0.00	0.00	\$0.00	0.00	\$0.00
176	Cold Milling HMA Surface	4735.00 Syd	0.00	\$2.75	0.00	0.00	\$0.00	0.00	\$0.00
177	Hand Patching	5.00 Ton	14.53	\$250.00	0.00	0.00	\$0.00	14.53	\$3,632.50
178	HMA, MDOT 13A	651.00 Ton	4.84	\$101.05	0.00	0.00	\$0.00	4.84	\$489.08
179	Conc Pavt with Integral Curb, Nonreinf, 8 inch	6.00 Syd	0.00	\$70.00	0.00	0.00	\$0.00	0.00	\$0.00
180	Curb and Gutter, Conc, Det F4	54.00 Ft	0.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
181	Detectable Warning Surface	33.00 Ft	0.00	\$60.00	0.00	0.00	\$0.00	0.00	\$0.00
182	Sidewalk, Conc, 4 inch	745.00 Sft	0.00	\$8.00	0.00	0.00	\$0.00	0.00	\$0.00
183	Sidewalk Ramp, Conc, 6 inch	721.00 Sft	0.00	\$10.00	0.00	0.00	\$0.00	0.00	\$0.00
184	Turf Establishment	177.00 Syd	0.00	\$15.00	0.00	0.00	\$0.00	0.00	\$0.00
R - 10 - Alta Loma Dr. Sub-Total:							\$0.00		\$8,174.08
Retainage							\$0.00		

CHANGE ORDER



Project: City of Farmington - 2022 Road Rehabilitation Program

Job Number: 0111-21-0050

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

Change Order Number: 4
Date: 3/8/2023
Print Date: 4/19/2023

Contractor: Best Asphalt, Inc.
6334 N. Beverly Plaza
Romulus, MI 48174
(734) 729-9440

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:	\$11,495.79
Original Contract Amount:	\$953,316.54
Contract Amount Including Previous Change Orders:	\$847,441.66
Amount of this Change Order:	<u>\$11,495.79</u>
REVISED CONTRACT AMOUNT:	\$858,937.45

Accepted By

Best Asphalt, Inc. 058a1a51-fba7-446d-b137-73fd45a5e79
-b137-73fdc45a5e79

Digitally signed by 058a1a51-fba7-446d-b137-73fd45a5e79
DN: cn=058a1a51-fba7-446d-b137-73fd45a5e79
Reason: I am the author of this document
Location: Bradley D Hanson, Project Manager
Date: 2023.05.10 10:05:54
Foxit PhantomPDF Version: 9.7.5

Date _____

Approved By

Michael McNutt, Engineer Michael McNutt
Chuck Eudy - Public Works Superintendent - City of Charles J. Eudy,
Superintendent
5/17/2023

Digitally signed by Michael McNutt
DN: c=US,
E=michael.mcnutt@ohm-advisors.com,
CN=Michael McNutt
Date: 2023.04.19 17:13:27-04'00'

Date _____

Date _____

Items

Item No.	Description	Previous Authorized Quantity	Quantity Change	New Authorized Quantity	Unit Price	Total Increase
THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT						
Division: J - 2 - Yoder Dr.						
	13 Curb, Rem	0.00 Ft	168.00	168.00	\$15.00	\$2,520.00
SUB-TOTAL INCREASES DIVISION J - 2 - Yoder Dr.:						\$2,520.00
Division: Q - 9 - Fleming St.						
	158 Hand Patching	27.54 Ton	5.24	32.78	\$250.00	\$1,310.00
Additional Items to the Contract:						
	219 C&M Downtime and Re-stocking Fees	0.00 Dlr	7665.79	7665.79	\$1.00	\$7,665.79
SUB-TOTAL INCREASES DIVISION Q - 9 - Fleming St.:						\$8,975.79

CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

October 26, 2022 to
March 8 A.D., 20 23 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 0111-21-0050 and dated
March 16, 2022 A.D., 20 ____ 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: 3/8/23



By: Bradley D. Hanson

Title: Project Manager

Farmington City Council Staff Report	Council Meeting Date: July 17, 2023	Item Number 7E
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: 33825 Grand River Abatement		
Proposed Motion: Move to award abatement to Federal Environmental Contracting Inc. for 33825 Grand River Avenue.		
Background: <p>The former owners of 33825 Grand River Avenue prior to marketing the building completed a Phase I Environmental Survey but did not include an Asbestos Survey. The Asbestos Survey was completed last month. The Asbestos Survey is attached. Asbestos containing material was found in the floor tiles and a limited area of drywall.</p> <p>City Administration recommend awarding the Asbestos abatement to Federal Environmental Inc. located at PO Box 808 South Lyon MI 48178 in the amount of \$12,000 plus a 15% contingency of \$1,800 totaling \$13,800.</p> <p>All utilities have been disconnected from the building, and confirmation of disconnects have been delivered to the Building Department and demolition contractor. The demolition contractor is prepared to begin demolition as soon as the abatement is completed.</p>		
Materials: Asbestos Survey ABF Environmental Quote Federal Environmental Inc. Quote		



ABF Environmental
28200 Orchard Lake Road
Suite 101
Farmington Hills, Michigan 48334

July 13, 2023

Proposal # ABF-23-3444

Attn: Mr. Chuck Eudy
Superintendent of Public Works
City of Farmington
33720 West Nine Mile Rd
Farmington, MI 48335

SUBJECT: Proposal for Asbestos Abatement and Air Monitoring for 33825 GRAND RIVER AVE., FARMINGTON, MICH.

Dear Mr. Eudy:

ABF Environmental (ABF) is pleased to provide you with this proposal to perform asbestos abatement oversight activities at the subject site for the purpose of new flooring. Our project team is comprised of professionals with over 30 years of experience with Mr. Fred Abdou and Mr. William O'Brien, as the Project Managers.

All work will be performed in accordance with State of Michigan and Federal laws and regulations.

The scope of work was developed based on the following:

- Meetings and conversations with the Mr. Eudy.

SCOPE OF WORK

ABF will construct proper enclosure throughout the building, as needed. The project will entail abatement of all asbestos containing material identified by the asbestos survey.

ABF shall provide for abatement of the following:

ESTABLISH CONTAINMENT W/NEGATIVE AIR AND WATER SUPPLY – REMOVE/DISPOSE 18 – 10’ CHURCH PEWS, AND FLOOR TILE LOCATED UNDER CARPET THROUGHOUT MAIN FLOOR, 2-LAYERS WERE UNDER CARPET AND TILE IN CHURCH. FLOOR TILE ALSO LOCATED IN BASEMENT (APPROX. 3500-4,200 SQ FT; PLASTR FILLER AROUND DOOR JAMB AT BASEMENT EXIT. SOUTH ENTRANCE, APPROX 8 SQ FT.

ABF shall provide OSHA air monitoring throughout duration of the project, including perimeter air monitoring and personal air monitoring.

ABF shall provide for 40 hour, licensed, competent abatement supervisor, for one week 40/hour weeks.

ABF shall provide for all generators necessary to provide power so that all work areas can be properly placed under negative pressure during abatement.

ABF has provided for all waste generated to be disposed of at an approved landfill.

ABF HAS NOT INCLUDED:

- 1) Water (hydrant permits required for abatement).
- 2) Site Security
- 3) Power

Prior to conducting work at the site, ABF will prepare a site-specific Health and Safety Plan (HASP) for ABF personnel, to meet hazardous waste operations and emergency response (HAZWOPER) requirements as specified in 29 CFR 1910.1200.

The HASP will include the items listed below:

- A description of the known chemical and physical hazards, identification of the suspected impacted areas, and information about the surrounding areas;
 - Identification of individuals responsible for site control;
 - A list of personal protective equipment to be used at the site;
 - Emergency procedures and telephone numbers;
 - A site location map including routes to the nearest hospital; and
 - A section discussing the training received by ABF’s on-site personnel.
-
- The work shall be completed in 5-6 working days or less based on the quantities provided by the consultant who performed the survey and roof square footage. A 10 Day notification will not be submitted to the State of Michigan prior to initiation of work. All work will be performed between during daylight hours Monday through Friday.
 - If any unknown quantities of ACM are discovered during the demolition/abatement ABF will abate at no additional charge.

EXEMPTIONS

- Additional asbestos containing materials may be present in the building, ABF is not responsible for any materials abatement other than this scope of work.

SCHEDULE

Upon authorization by the Client to proceed, ABF is prepared to begin work immediately. If weekends are needed to complete the work a 30% surcharge will be added for worker pay.

COST ESTIMATE

Based on the Scope of Work outlined in this proposal, the project cost is a lump sum fee of \$19,850.00. A retainer is not requested at this time. Balance is due NET 15 Days. A detail of the cost breakdown per Task is as follows:

Asbestos Abatement and Disposal Services.....	\$ 16,200.00
Air Monitoring Services.....	\$ 3,650.00
Total:	\$ 19,850.00

TERMS AND CONDITIONS

The client guarantees with the acceptance of this agreement that ABF have been granted access to the site by the current legal property owner so that ABF may complete the aforementioned Scope of Work. If the above terms are satisfactory to you, please indicate your approval by signing and returning one copy of this contract to our office by fax (248-499-7968) or e-mail fjabdou@yahoo.com.

Thank you for the opportunity to provide with this proposal. We look forward to working with you on this important project. If you require additional information regarding this proposal please contact Mr. Fred Abdou (Project Manager) by cell phone at (586) 405-5416.

Sincerely,
ABF Environmental



Frederick J. Abdou
Principal Engineer

This proposal, and the attached “Standard
Terms and Conditions” are understood and
accepted by

Client’s Authorized Signature:

Signature

Name (Please Print)

Date

ASBESTOS SURVEY REPORT

LOCATION

Christian Science First Church
33825 Grand River Ave
Farmington, MI



INSPECTION DATE

June 15 & 20, 2023

Prepared For:

City of Farmington
23600 Liberty Street
Farmington, MI 48335

Prepared By:

Tom Swiatlowski
President
Federal Environmental Contracting, Inc.

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Executive Summary

June 19, 2023

City of Farmington
Charles Eudy
23600 Liberty Street
Farmington, MI 48335

RE: Survey on the former church located at 33825 Grand River Ave in Farmington, Michigan.

Dear Charles,

Federal Environmental Contracting surveyed the church located at 33825 Grand River Ave in Farmington, Michigan at the request of Charles Eudy from the City of Farmington. All accessible areas were inspected. Samples of homogenous areas were collected to determine what materials could be classified as non-ACM.

The following materials were determined to be positive for asbestos.

- Floor tile- located under carpet throughout main floor, 2 layers were under carpet and tile in church. Floor tile also located in basement (approx 3500 sq ft).
- Plaster filler around door jamb at basement exit. South entrance. (approx 8 sq ft).

These materials must be removed by a licensed abatement contractor prior to demolition.

Note: These are not an exact measurements. Only an estimation.

Building owners, along with employees of potentially exposed employees, are assigned specific information conveying and retention duties by the Michigan Department of Labor and Economic Growth MDLEG and U.S. OSHA rules. These duties include the following:

- 1) Notification of the presence, location and quantity of ACM in their building Facilities to each of the following groups;
 - a) Prospective employers bidding on work in or adjacent to areas containing ACM;
 - b) Owner employees who will work in or adjacent to areas containing ACM;
 - c) Other employees performing work in or adjacent to areas containing ACM;
 - d) Tenants who will occupy areas containing ACM.

Notification either shall be in writing, or shall consist of a personal communication between the owner and the person whom notification must be given or their authorized representatives

2) At the entrance to areas that contain ACM, post signs that identify the material, its location, and appropriate work practices which will ensure that ACM will not be disturbed.

Respectfully Submitted,

Thomas Swiatlowski

Tom Swiatlowski

Purpose and Scope of Work

NESHAP regulations require building owners to inspect facilities for the presence of asbestos. Federal Environmental Contracting was contracted by Charles Eudy to conduct this inspection to determine the amount, location, and condition of all friable and non-friable asbestos containing materials (ACBM) located at 33832 Grand River Ave in Farmington, MI. All sampling, analysis, and assessment activities were conducted in accordance with the applicable sections of 40 CFR 763.

The EPA has determined that the following materials need not to be assumed as ACBM:

- Wood
- Fiberglass
- Concrete
- Non Building Materials
- Glass
- Foam Rubber Insulation
- Steel

Except for the items listed above, all materials are assumed to contain asbestos unless they are sampled and proven to be non-ACM in accordance with the procedures in 40CFR763.86-88.

Visual Inspection of Homogenous Areas

In accordance with USEPA AHERA rules, homogenous areas of the building materials were inspected as specified above for friability and conditions of deterioration by

- Thomas Swiatlowski, Michigan Asbestos Building **Inspector A510**

For each homogenous area, the inspector;

- Visually inspected the area to identify the locations of all suspected ACBM.
- Touched all suspected ACBM to determine whether it was friable.
- Identified all homogenous areas of friable suspected ACBM and all homogenous areas of non-friable suspected ACBM.
- Assumed that some or all of the homogenous areas are ACM, and,
- For each homogenous area that was not assumed to be ACM, collected bulk samples and submitted for asbestos analysis.
- Assessed friable material in areas where samples are collected and friable material in areas that are assumed to be ACBM.

To assist the owner/employer in the proper management of ACM it is categorized in several different ways:

- Friable or Non Friable
- TSI, Surfacing or Miscellaneous Materials; and
- Good, Damaged, or Significantly Damaged Condition.

The inspector recorded the following:

- An inspection report with the date of the inspection signed by each accredited person making the inspection, State of Accreditation, and if applicable, his or her accreditation number.
- An inventory of the locations of the homogenous areas where the samples are collected, exact location where each bulk sample is collected, dates that samples were collected, homogenous areas where friable suspected ACBM is assumed to be ACM, homogenous areas where non-friable suspected ACBM is assumed to be ACM.
- A description of the manner used to determine sampling locations, the name and signature of each accredited inspector who collected the samples, State of accreditation, and if applicable, his or her accreditation number.
- A list of whether the homogenous areas identified are surfacing material, thermal system insulation, or miscellaneous material.
- Assessments made of friable material, the name and signature of each accredited inspector making the assessment, State of accreditation, and if applicable, his or her accreditation number.

Findings

The following items tested positive for asbestos: Floor tile & Plaster

Note: Roofing material assumed to be positive- no access.

Laboratory Information

Apex Research of 7717 Kensington Court, Brighton, Michigan has been contracted to provide analytical services for this project. All samples collected during this project were transported within rigid chain of custody procedures to protect sample integrity. Samples were analyzed for asbestos content by PLM, using the "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" found at appendix E to subpart E of 40CFR76.

Summary

The inspection has determined the presence and location of asbestos containing materials present at 33825 Grand River Ave in Farmington, Michigan. As a result of this presence of ACM, there are steps the owner and all on site employers must take to protect their employees and members of the general public. All demolition scenarios require prior removal and proper disposal of materials containing asbestos prior to actual demolition activities performed that may disturb the matrix of the asbestos containing materials.

Federal Environmental Contracting can assist you in planning demolition activities that ensure that ACM is properly removed and disposed of in accordance with applicable Michigan rules and regulations.

The owner/operator of this facility also has responsibilities to inspect all other buildings on site for the presence, location, and amount of asbestos in accordance with 29CFR1910.0110 (k), 29CFR1926.1101 (k), and 40CFR61.145 (a).

Disclaimer

All buildings contain building materials that are inaccessible except by destroying the structure.

Additionally, some asbestos containing materials (ACM) may not be visible until renovation or demolition begins. While Federal Environmental Contracting has exercised due diligence to discover all ACM existing within these structures, the owner and/or operator of this facility should be alert to the potential of undiscovered ACM and ACM in the building and should take all necessary precautions to prevent exposure to asbestos as a result of demolition or renovation activities. The owner/operator retains the responsibility to properly handle all asbestos discovered during any maintenance, renovation, or demolition activity. The owner has OSHA mandated notification responsibilities for tenants, employees and actual potential employers that will be working in or near areas that contain asbestos.

Bulk Analysis Results

Sample Number	Sample Identification	Visual Description	Sample Contents (%)	Contains Asbestos (%)
1	Top mastic under carpet NE corner main floor	Yellow	Other-100%	No
1a	9x9 floor tile under carpet NE corner main floor	Beige	Chrysotile-5% Other-95%	Yes Chrysotile-5%
1b	Mastic under carpet NE corner main floor	Black	Other-100%	No
2	9x9 floor tile 2nd layer under pews church	Brown	Chrysotile-2% Other-98%	Yes Chrysotile-2%
2a	Mastic under pews church	Black	Other-100%	No
2b	Floor tile 2 under pews church	Beige	Chrysotile-5% Other-95%	Yes Chrysotile-5%
2c	Mastic under pews church	Black	Other-100%	No
3	9x9 floor tile 2nd layer under pews church	Brown	Chrysotile-2% Other-98%	Yes Chrysotile-2%
3a	Mastic under pews church	Black	Other-100%	No
3b	Floor tile 2 under pews church	Beige	Chrysotile-5% Other-95%	Yes Chrysotile-5%
3c	Mastic under pews church	Black	Other-100%	No
4	9x9 floor tile bottom layer by pews in church	Pink	Chrysotile-5% Other-95%	Yes Chrysotile-5%

4a	Mastic bottom layer by pews	Black	Other-100%	No
5	Drywall finish coat office area NE	White	Other-100%	No
5a	Drywall base coat office area NE	Grey	Other-100%	No
6	Drywall finish coat office area NE	White	Other-100%	No
6a	Drywall base coat office area NE	Grey	Other-100%	No
7	Ceiling tile NW entrance	Brown	Cellulose-95% Other-5%	No
8	Ceiling tile NW entrance	Brown	Cellulose-95% Other-5%	No
9	Ceiling tile NW entrance	Brown	Cellulose-95% Other-5%	No
10	Exterior caulk brown North entrance doors	Grey	Other-100%	No
11	Exterior caulk brown stain glass windows West	White	Other-100%	No
12	2x4 lay in ceiling tiles mid level	Beige	Cellulose-35% Mineral Wool-2% Fiberglass-35% Other-28%	No
13	2x4 lay in ceiling tiles mid level	Beige	Cellulose-35% Mineral Wool-2% Fiberglass-35% Other-28%	No
14	2x4 lay in ceiling tiles mid level	Beige	Cellulose-35% Mineral Wool-2% Fiberglass-35% Other-28%	No
15	Top mastic basement	Yellow	Other-100%	No
15a	Floor tile basement	Grey	Chrysotile-5% Other-95%	Yes Chrysotile-5%
15b	Mastic basement	Black	Other-100%	No
16	1x1 ceiling tile above 2x4 in basement	Brown	Cellulose-95% Other-5%	No

16a	Glue pod	Brown	Other-100%	No
17	1x1 ceiling tile above 2x4 in basement	Brown	Cellulose-95% Other-5%	No
18	1x1 ceiling tile above 2x4 in basement	Brown	Cellulose-95% Other-5%	No
18a	Glue pod	Brown	Other-100%	No
19	Glue pod on 1x1	Brown	Other-100%	No
20	Glue pod on 1x1	Brown	Other-100%	No
21	Glue pod on 1x1	Brown	Other-100%	No
22	Duct insulation above basement ceiling	Yellow	Cellulose-80% Other-20%	No
23	Black paper lined in paneling in basement	Black	Cellulose-50% Other-50%	No
24	Black paper lined in paneling in basement	Black	Cellulose-50% Other-50%	No
25	Plaster textured 1 stairway from basement South entrance	White	Other-100%	No
25a	Plaster textured 2 stairway from basement South entrance	Beige	Chrysotile-1.25% (point count) Other-98.75%	Yes Chrysotile-1.25%
25c	Plaster base coat stairway from basement South entrance	Grey	Other-100%	No
26	Plaster finish coat stairway from basement South entrance	White	Other-100%	No
26a	Plaster base coat stairway from basement South entrance	Grey	Other-100%	No
27	Plaster finish coat behind alter	White	Other-100%	No
27a	Plaster base coat behind alter	Grey	Other-100%	No
28 6-20-23	Plaster finish coat on concrete wall basement outside door	White	Other-100%	No

28a 6-20-23	Plaster base coat on concrete wall basement outside wall	Grey	Other-100%	No
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Samples were analyzed by an independent laboratory using the EPA 600 Method: Apex Research, Whitmore Lake, MI 48189

Thomas Swiatlowski

Tom Swiatlowski/ President

Summary of Positive Results

1a	9x9 floor tile under carpet NE corner main floor	Beige	Chrysotile-5% Other-95%	Yes Chrysotile-5%
2	9x9 floor tile 2nd layer under pews church	Brown	Chrysotile-2% Other-98%	Yes Chrysotile-2%
2b	Floor tile 2 under pews church	Beige	Chrysotile-5% Other-95%	Yes Chrysotile-5%
3	9x9 floor tile 2nd layer under pews church	Brown	Chrysotile-2% Other-98%	Yes Chrysotile-2%
3b	Floor tile 2 under pews church	Beige	Chrysotile-5% Other-95%	Yes Chrysotile-5%
4	9x9 floor tile bottom layer by pews in church	Pink	Chrysotile-5% Other-95%	Yes Chrysotile-5%
15a	Floor tile basement	Grey	Chrysotile-5% Other-95%	Yes Chrysotile-5%
25a	Plaster textured 2 stairway from basement South entrance	Beige	Chrysotile-1.25% (point count) Other-98.75%	Yes Chrysotile-1.25%

Samples were analyzed by an independent laboratory using the EPA 600 Method: Apex Research, Whitmore Lake, MI 48189

Thomas Swiatlowski

Tom Swiatlowski/ President

PHOTOS



Asbestos containing floor tile under carpet northeast Corner on main floor and throughout.



Asbestos containing floor tile (2 layers) in church under pews and carpet throughout.

PHOTOS



Picture of asbestos containing floor tile in church under pews/carpet.



Asbestos containing floor tile in basement.

PHOTOS



Asbestos containing plaster in stairway from basement South entrance.

*Federal
Environmental
Contracting, Inc.*

Environmental
Solutions
For a Safer
Tomorrow

June 29, 2023

City of Farmington
Charles Eudy
33720 West Nine Mile Road
Farmington, MI 48335

Dear Chuck,

We are pleased to submit our quotation for 33825 Grand River Ave in Farmington, Michigan.

The scope of work will be to remove the asbestos containing floor tile, and plaster, according to survey provided, to clear the way for demolition.

Owner to assist by relocating pews.

This work will be completed for the sum of \$12,000.00.

This includes all labor, material, equipment, and disposal.

Federal Environmental Contracting, Inc. will provide notification to the Michigan Department of Consumers & Industry Services, OHD- Asbestos Program, Neshap asbestos program, MDEQ, Air Quality Division, and all other regulatory agencies if necessary.

All work performed by **Federal Environmental Contracting, Inc.** will be done in strict terms accordance with all federal, state, and local regulations.

Terms: Payment due upon completion.

Thank you for the opportunity to submit this proposal. If you have any questions please contact our office.

Sincerely,

Tom Swiatlowski

Tom Swiatlowski
President
Federal Environmental Contracting, Inc.

Accepted By: _____

P.O. Box 808
South Lyon, MI 48178

Phone: (248) 347-1100
Fax: (248) 347-9818

Farmington City Council Staff Report	Council Meeting Date: July 17, 2023	Item Number 7F
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Consideration to approve resolution to join MiWARN		
Proposed Motion: Move to approve resolution for the City of Farmington to join Michigan Water/Wastewater Agency Response Network (MiWARN)		
Background: <p>MiWARN is a <u>Water/Wastewater</u> Mutual Aid and Assistance network to assist Private and Public Utilities during emergencies or disaster. MiWARN membership is another resource for the Public Works Department to use in the event of an emergency or disaster managing and operating the City of Farmington water or wastewater systems.</p> <p>MiWARN fills a gap in time in the event of an emergency prior to the State declaration of an emergency.</p> <p>Several surrounding communities are members of MiWARN. There is not cost to be a member of MiWARN. MiWARN is overseen by the Environmental Protection Agency (EPA) Federal program of WARN. Being a member of MiWARN would not require us assist other communities during emergencies, but if equipment, supplies, or personnel are available it could be provided to a community in need.</p>		
Materials: 150611 State Warns Flyer MiWARN Resolution MiWARN Brochure MiWARN MAA MiWARN Fact Sheet		



States and Water/Wastewater Agency Response Networks (WARNs) Working Together

State WARN Perspectives Study Highlights

These highlights from the Association of State Drinking Water Administrators (ASDWA) Security Committee 2014 project identify how states collaborate with and support their WARNs. These findings, taken from input provided by 32 states on their experiences with their state WARNs and a webinar that showcased five different state-WARN collaboration models, offer a series of examples and opportunities that may inspire other states and WARNs to work more closely in concert to create their own success stories. This project was completed through support from EPA's Water Security Division.

Inclusion in Emergency Operations Centers

- ▶ The California Division of Drinking Water has established a Water Sector-specific position at the State Emergency Operations Center (SEOC) to support coordination among utilities and other partners.
- ▶ The Florida Department of Environmental Protection established a position at the SEOC for a WARN liaison.
- ▶ In Maine, a Department of Health and Human Services representative deploys to the Emergency Operations Center (EOC), and the state primacy agency provides the representative with information.

Recruiting

- ▶ The New York Department of Health (DOH) at every opportunity — including meetings with local and state agencies — encourages utilities to join NYWARN and promotes it.
- ▶ The New Hampshire Drinking Water and Groundwater Bureau set up a “refer a friend” promotion to encourage WARN membership (annual fee waived for new members and those who referred new members).
- ▶ A letter sent by the Utah Division of Drinking Water Director to water utilities encouraging them to join UT WARN was instrumental to its founding.
- ▶ The Maryland Department of Environmental Protection actively promotes the state's WARN and encourages membership.

Advocacy and Communication

- ▶ Illinois, Montana, Oregon, Tennessee and Indiana all see their role as advocating for and coordinating between state WARNs and state Emergency Management Agencies and/or EOCs in times of crisis.
- ▶ Delaware and Maine both provide support for promotional materials such as brochures and information for new WARN members.
- ▶ South Carolina, Idaho, Iowa, Colorado and Oklahoma provide for at least one state WARN member to have access to WebEOC or other Web-based emergency operations software used by the state Emergency Operations Agency.
- ▶ Of the 32 responding states, Washington, Massachusetts, Kentucky and Missouri are among those with shared access to 24x7 emergency contact lists among WARN members.

Funding

- ▶ The New Hampshire Drinking Water and Groundwater Bureau used an EPA security grant to hire a circuit rider dedicated to promoting the WARN concept statewide and developing a WARN operations plan.
- ▶ The Florida Department of Environmental Protection used an EPA security grant to fund the management of FlaWARN, including its website.
- ▶ New Jersey has established a cost-sharing arrangement with NJ Rural Water, which administers the WARN.
- ▶ Interestingly, Pennsylvania reported that its state WARN is self-funded through member dues.

Training and Exercises

- ▶ The New York Department of Health (DOH) has encouraged NYWARN members to attend the SEOC orientation training.
- ▶ New York DOH conducted three training sessions for NYWARN members, including 22 operators from 11 counties, to teach them how to run filter units (as smaller systems might need the units but may not have the manpower to run them).
- ▶ The New Hampshire Emergency Management Agency and the Drinking Water and Groundwater Bureau are collaborating on plans to conduct exercises to improve their coordination.
- ▶ Hawaii provides support for WARN conference and workshop participation.

For More Information

Go to asdwa.org and click on the Security tab to see the webinar and survey results. Click on the Links tab to find Web addresses and contact information for all state drinking water programs.

(INSERT CITY NAME)

**RESOLUTION AUTHORIZING MEMBERSHIP IN THE
“MICHIGAN WATER/WASTEWATER AGENCY RESPONSE NETWORK”**

WHEREAS, certain Michigan water, wastewater and public works agencies have formed the “Michigan Water/Wastewater Agency Response Network,” (MiWARN), to share resources and to assist each other in the form of personnel, equipment, material and supplies in the event of emergencies that disrupt utility services, and

WHEREAS, the Urban Cooperative Act of 1967, (MCL 124.501 et seq.) authorizes public bodies and private entities to work together to provide mutual aid and assistance to both public and private water and wastewater utilities and public works agencies in need of emergency assistance caused by natural or man-made disasters, and

WHEREAS, the features of the proposed **Mutual Aid and Assistance Agreement** under consideration gives sole discretion to Members whether or not to respond to a request for assistance, or to what extent to respond to a request for assistance from a requesting Member, and provides for cost re-imburement by the requesting Member to the responding Member, and

WHEREAS, **(Insert City Name)** will retain complete discretion and authority to withdraw some or all of its resources furnished to a requesting Member at any time, and may withdraw from **MiWARN**, for any reason, upon seven (7) days notice to the Steering Committee, and

WHEREAS, legal counsel for the **(Insert City Name)** has reviewed the draft Mutual Aid and Assistance Agreement, in conjunction with the Director of **(Insert City Name)** and recommend the proposed Agreement, and

WHEREAS, the Members have agreed to enter into this “Michigan Water/Wastewater Agency Response Network Mutual Aid Agreement,” to describe the terms and conditions under which emergency assistance may be requested and provided, and

WHEREAS, by executing the Agreement, the Parties express their intent to participate in a program of Mutual Aid and Assistance within the State of Michigan.

NOW THEREFORE BE IT RESOLVED, that the **(Insert City Name)** does hereby authorize entering into the Mutual Aid and Assistance Agreement with the Michigan Water/Wastewater Agency Response Network, and the authorizes the execution of the Agreement by the **[(Insert City Name) Mayor/Manager]**.

ADOPTED by order of the **[(Insert City Name) Council]**, the _____, day of _____, 20____.

AYE VOTES: _____
NAY VOTES: _____
ABSENT: _____

CERTIFICATION

I, **THE UNDERSIGNED**, the duly elected and qualified clerk of the **(Insert City Name)**, do hereby certify that the foregoing is a true and complete copy of the **Resolution authorizing membership in the Michigan Water/Wastewater Agency Response Network** adopted on the _____, day of _____, 20____.

City Clerk

Supported by:

Michigan



MiWARN —Why do we need it?

Emergencies are an unavoidable fact of life. Public infrastructure provides our communities with life-sustaining resources of vital importance to maintaining public health, sanitation and safety.

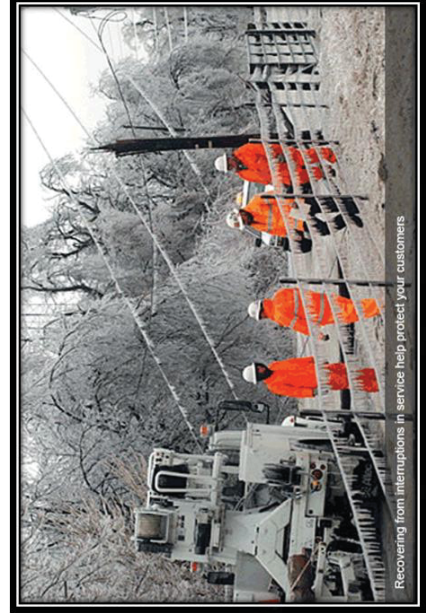
When services are interrupted for extended periods of time, a community's well-being quickly deteriorates.

MiWARN members can quickly access needed resources, including trained and licensed personnel, equipment and other resources that are needed to respond and recover quickly.

MiWARN Membership provides community utilities and Public Works agencies with a Mutual Aid and Assistance Agreement that allows members to receive aid and assistance during an emergency.

MiWARN works like an insurance policy to aid members in times of disaster.

By joining MiWARN , you can rest assured that the help you need will be available when your community needs it most of all.



Are You Prepared To:

Respond & Recover

Be a part of Michigan's mutual aid program!

MiWARN

www.miwarn.org

What is MiWARN?

Michigan Water and Wastewater Agency Response Network [MiWARN] is a State-wide network of member Utilities and Public Works agencies designed to facilitate a mutual aid and assistance approach to providing assistance during times of crisis by utilizing a members helping members network.

MiWARN membership:

- Is provided at no cost to Utilities and Public Works agencies.
- Provides access to specialized equipment and personnel to assist in times of emergency, until a permanent operating solution is developed in place.
- Paves the way for members within (and outside) of their respective states to send and/or receive valuable aid in a quick and efficient manner.
- Covers any type of infrastructure (roads, water, waste water, stormwater, etc.) emergency.



www.awwma.org/ISAC.htm

MiWARN Achievements

- Formed State Steering Committee
- Constructed Mutual Aid Agreement
- Adopted By-Laws
- Adopted Operational Plan
- Recruited Member Utilities
- Launched MiWARN Website
- Developed AWWWA Resource Typing Manual
- Identified Training Opportunities



In the middle of a water security crisis or natural disaster, MiWARN Network is there to provide specialized aid to help restore operations and public confidence.

www.miwarn.org

How can MiWARN help my agency?

MiWARN and the Interstate WARN Networks help members by providing access to:

- A Mutual Aid Agreement and process for sharing resources among members statewide and beyond.
- A mutual assistance program that is consistent with other state-wide mutual aid assistance programs and the National Incident Management System.
- The specific resources necessary to respond and recover quickly from natural or human-caused emergencies.
- A forum for developing and maintaining emergency contacts and relationships.

Mutual Aid and Assistance can help your community respond and recover from disasters quickly and efficiently.



Printing provided by:
Rural Community Assistance Program

MICHIGAN WATER/WASTEWATER AGENCY RESPONSE NETWORK

Mutual Aid and Assistance Agreement

RECITALS

WHEREAS, certain Michigan water, wastewater and public works agencies (the “Members”), have formed the “Michigan Water/Wastewater Agency Response Network,” (Michigan WARN or MiWARN), to share resources and to assist each other in the form of personnel, equipment, materials and supplies in the event of emergencies that disrupt utility services; and

WHEREAS, the Urban Cooperation Act of 1967, being MCL 124.501 et seq. (the “Act”) permits a public bodies and private entities to work together to provide mutual aid and assistance to both public and private water and wastewater utilities in need of emergency assistance caused by natural or man-made disasters.

WHEREAS, the Members have agreed to enter into this “Michigan Water/Wastewater Agency Response Network Mutual Aid and Assistance Agreement,” (“Agreement”), to describe the terms and conditions under which emergency assistance may be requested and provided; and

WHEREAS, by executing the Agreement, the Parties express their intent to participate in a program of mutual aid and assistance within the State of Michigan.

NOW, THEREFORE, in consideration of the promises and the mutual undertakings contained in this Agreement, the Members of the Michigan WARN, as agreed upon, and authorized by, their respective legislative authorities mutually agree as follows:

AGREEMENT

This Agreement is made and entered into by public and private Water and Wastewater Utilities and Public Works Agencies that have, by executing this Agreement, manifested their intent to participate in an Intrastate Program for Mutual Aid and Assistance.

ARTICLE I. PURPOSE

The water/wastewater mutual aid program was established to provide a method whereby water/wastewater utilities together with public works agencies sustaining physical damage from natural or manmade disasters may obtain emergency assistance, in the form of personnel, equipment, and materials and other associated services necessary, from other water/wastewater utilities and public works agencies. This Agreement hereby establishes within the State of Michigan an intrastate program for mutual aid and assistance. Through the Michigan WARN Program, Members shall coordinate voluntary response activities and shall share voluntary resources during emergencies and other events, as described in this Agreement.

ARTICLE II. DEFINITIONS

A. Agreement - The Michigan Water/Wastewater Agency Response Network Mutual Aid and Assistance Agreement.

B. Authorized Official - An employee, agent, or official of a Member who is authorized by the Member's governing board or management to request assistance and/or offer assistance under this agreement.

C. Emergency - A natural or manmade event that is, or is likely to be, beyond the control of the available services, personnel, equipment, and facilities of a mutual aid and assistance program member. The request for aid does not require an official declaration of an emergency by the local or state agencies, and the aid may be provided during the emergency response or recovery phases.

D. Member - Any public body or political subdivision or private water and/or wastewater utility and/or public works agency or its principals that execute this Agreement.

E. Requesting Member - A Member who requests assistance in accordance with the terms and conditions of this Agreement and the mutual aid and assistance program.

F. Responding Member - A Member that responds to a request for assistance under the Mutual Aid and Assistance Program.

G. National Incident Management System (NIMS) – A national, standardized approach to incident management and response created by the federal Department of Homeland Security that sets uniform processes and procedures for emergency response operations to prepare for, protect against, respond to and recover from emergency events.

H. Period of Assistance - A specified period of time during which a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from a Responding Member's facility and ends when the resources are returned to its facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

I. Steering Committee – A committee consisting of representatives from Members and other agencies that may have a role to play in the mutual aid and assistance program (e.g., MIAWWA, APWA-Mi, MDEQ, MWEA, RCAP,

MRWA, WEF, MSPEMHS, public health, water and wastewater utility organizations), that shall administer the MiWARN program for the State of Michigan.

K. Work or Work Related Period - Any Period of time in which either the personnel or equipment of the Responding Member are being used by the Requesting Member to provide assistance. Specifically included within such period of time are rest breaks when the personnel of the Responding Member will return to active work within a reasonable time. Also, included is mutually agreed-upon rotation of personnel and equipment.

ARTICLE III. ADMINISTRATION

The mutual aid and assistance program shall be administered through Regional Committee and, as needed, a Steering Committee. The purpose of the Regional Committee is to provide local coordination of the mutual aid and assistance program, before, during and after an emergency event. The purpose of a Steering Committee is to provide coordination on a statewide basis of the mutual aid and assistance program before, during and after an emergency. The Steering Committee, under the leadership of an elected Chair, shall meet at least annually to address mutual aid and assistance program issues and to review emergency preparedness and response procedures. Under the leadership of the Chair, the Steering Committee members shall plan and coordinate emergency response planning and response activities for the mutual aid and assistance program.

The Steering Committee, upon being formed and authorized, shall adopt by-laws to govern the administration of the Steering and Regional Committees, and the implementation of this Agreement. The by-laws for the Regional Committees shall be uniform and subject to changes or amendments only by the Steering Committee.

ARTICLE IV. PROCEDURES

The Steering Committee shall develop operational and planning procedures for the MI WARN Program. These procedures shall be reviewed at least annually and updated as needed.

It is the responsibility of each Member to develop its own operational and planning procedures in accordance and consistent with the procedures adopted by the Steering Committee, to identify the critical components of its own infrastructure and its emergency response resources.

ARTICLE V. REQUESTS FOR ASSISTANCE

A. Member Responsibility – Within forty-eight (48) hours after execution of this Agreement, Members shall identify an Authorized Official and alternates; provide contact information, including 24-hour access; and maintain resource information made available for mutual aid and assistance response.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a Member. Requests for assistance can be made orally or in writing via the website. When made orally, the request for assistance shall be prepared in writing as soon as practicable after the oral request. Requests for assistance shall be directed to the Authorized Official of a Member. Specific protocols for requesting aid are set forth in the operational and planning procedures referenced in Article IV, above.

B. Response to a Request for Assistance – After a Member receives a request for assistance, the Authorized Official shall evaluate whether resources are available to respond to the request for assistance. As soon as possible after completing the evaluation, the Authorized Official shall inform the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

C. Discretion of Responding Member's Authorized Official – Each Member recognizes and agrees that execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have absolute discretion as to the ability of that Member to respond to a request for assistance. An Authorized Official's decisions on the availability of resources shall be final.

ARTICLE VI. RESPONDING MEMBER PERSONNEL

A. National Incident Management System (NIMS) - When providing assistance under this Agreement, the Requesting Member and Responding Member shall be organized and shall function under NIMS.

NIMS provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds. To be eligible for federal emergency management assistance, water and wastewater mutual aid and assistance programs must meet NIMS standards for emergency preparedness and response.

B. Control - Personnel sent by a Responding Member shall remain under the direct supervision and control of the Responding Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Members(s). Whenever practical, Responding Member's personnel must be self-sufficient for up to 72 hours.

C. Food and Shelter - The Requesting Member shall supply reasonable food and shelter for the Responding Member's personnel. If the Requesting Member fails to provide food and shelter for Responding Member's personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the per diem rates established

by the State of Michigan for that area. The Requesting Member remains responsible for reimbursing Responding Member for all costs associated with providing food and shelter, if such resources are not provided.

D. Communication - The Requesting Member shall provide Responding Member's personnel with radio equipment as available, or radio frequency information to facilitate communications with local responders and utility personnel.

E. Status - Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.

F. Licenses & Permits - To the extent permitted by law, the Responding Member's personnel who hold licenses, certifications or permits issued by the State of Michigan evidencing professional, mechanical or other skills and when such assistance is sought by the Requesting Member, shall be allowed to carry out activities and tasks relevant to their respective credentials during the specified Period of Assistance.

G. Right to Withdraw - The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as possible. Notice of withdrawal can be made orally or in writing and is within the complete discretion of the Responding Member. When made orally, the notice of withdrawal shall be prepared and submitted in writing as soon as practicable after the oral notice.

H. No Waiver of Governmental Immunity – All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules which apply to the activity of officers, agents and employees of public bodies, including, but not limited to counties, cities, townships, and villages, shall apply to the same degree and extent to the performance of such functions and duties of Members extraterritorially under the provision of this Agreement. No provision of this Agreement is intended to, nor shall any provision of the Agreement be construed as a waiver by any governmental entity, its agents, employees or officials, of any governmental immunity as provided by Public Act 170 of 1964, the "Governmental Immunity Act," as set forth in MCL 691. 1401, et seq.

I. Independent Contractor - The Members agree that at all times and for all purposes under the terms of this Agreement each Member's relationship to any other Member shall be that of an independent contractor. No liability, right or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Member as a result of this Agreement. Personnel dispatched to aid a Member are entitled to receive benefits and/or compensation to which they are otherwise entitled under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress.

Members, as independent contractors are not authorized to enter into or sign any agreements on behalf of other Members or to make any representations to third parties that are binding upon other Members.

J. Liability. Each Member will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts and the defense of those acts. The Members shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Members outside of their political jurisdictions. It is agreed that none of the Members shall be liable for failure to respond for any reason to any request for assistance or for leaving the scene of an Emergency with proper notice after responding to a Request for Assistance.

K. Insurance. Each Member shall be responsible for insuring its activities as they relate to MiWARN. MiWARN may choose to require each Member to provide Certificates of Insurance or Self-Insurance demonstrating the Member's proper coverage and limits. In the event any Member has a lapse in proper insurance coverage, as determined by the Steering Committee, the Member may be suspended from participation in MiWARN.

L. Confidential Information. To the extent permitted by law, Members shall maintain the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any confidential information relating to the ongoing security measures of a public body, capabilities and plans for responding to a violation of the Michigan anti-terrorism act, chapter LXXXIII-A of the Michigan penal code, 1931 PA 328, MCL 750.543a to 750.543z, emergency response plans, risk planning documents, threat assessments, and domestic preparedness strategies, including but not limited to confidential information relating to the plans, specifications and location of water and wastewater facilities provided to it by another Member pursuant to this Agreement. If any Member or third party requests or demands by subpoena or otherwise, that Member shall immediately notify the owner of the confidential information and shall take all reasonable steps necessary to prevent the disclosure of any confidential information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding related thereto.

ARTICLE VII. COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

A. Personnel - Responding Member's personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Re-requesting Member reimbursement to the Responding

Member must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect but necessary costs.

B. Equipment - The Requesting Member shall reimburse the Responding Member for the use of equipment during a specified Period of Assistance. At a minimum, rates for equipment use must be based on the FEMA Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, The Responding Member must provide such rates in writing to the Requesting Member's Authorized Official prior to supplying resources. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. In the event the Responding Member's equipment is damaged during the Period of Recovery that is not caused by carelessness, negligence or operator error on the part of the Responding Member, the Requesting Member shall reimburse the Responding Member for the repair or replacement of the damaged equipment. Damage must be reasonably attributed to the specific response and taking into consideration normal wear and tear.

C. Materials and Supplies - The Responding Member shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, unless such damage is caused by negligence of the Responding Member or their utility personnel. The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. Handling charges shall be as set forth in the by-laws or resolution of the Steering Committee. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned as soon as practicable to the Responding Member in clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for the purposes of cost reimbursement. Requesting Members shall be given the option of providing the supplies need or used by the Responding Member.

D. Incidental Costs - Other reasonably related incidental costs that are accrued by the Responding Member during the specified Period of Assistance shall be paid by the Requesting Member. Incidental costs include travel costs to deploy personnel to the Requesting Member's location, shipping costs to transport equipment, etc.

E. Payment Period - The Responding Member must provide an itemized bill to the Requesting Member, listing the services provided, the dates services were provided, and the amount of payment due for all expenses it

incurred as a result of providing assistance under this Agreement. The Responding Member shall send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The requesting Member must pay the bill in full on or before the sixtieth (60th) day following the billing date. The Requesting Member shall return any invalid or incomplete invoice to the Responding Member within thirty (30) days after the Requesting Member receives the invoice. An explanation will accompany the invoice that states the reason for the return and any information needed to correct the invoice. Unpaid bills become delinquent upon the sixty-first (61st) day following the billing date unless alternate payment agreement between parties can be reached. Once a bill is determined to be delinquent, it shall accrue interest at the rate of prime plus two percent (2%) per annum as reported by the Wall Street Journal.

F. Disputed Billings - Those undisputed portions of a bill shall be paid under the payment plan specified above. Only the disputed portions should be sent to arbitration under Article VIII.

ARTICLE VIII. DISPUTE RESOLUTION

If any controversy or claim arises out of or relates to the Agreement, including but not limited to an alleged breach of the Agreement, the disputing Member may agree in writing, if authorized by the Member's governing body, to arbitration of the matter in accordance with the rules of the American Arbitration Association. This provision does not waive any right of any party to file the claim in appropriate court having jurisdiction.

ARTICLE IX. SIGNATORY INDEMNIFICATION

In the event of a liability, claim demand, action or proceeding of whatever kind or nature arising out of a specified event of Assistance, the Requesting and Responding Members who receive and provide assistance shall indemnify and hold harmless those non-responding Members whose involvement in the transaction or occurrence that is the subject of such claim, demand, or other proceeding is limited to execution of this Agreement.

In the event of a claim for property damage or bodily injury by a non-party hereto, arising from an event of assistance neither the Responding Member nor the Requesting Member will be deemed to indemnify, defend or hold harmless the other from any act or omission of the other Member's officers, employees, agents, contractors or volunteers acting under this Agreement.

ARTICLE X. WORKER'S COMPENSATION CLAIMS

Each Member is responsible for providing worker's compensation benefits and administering worker's compensation for its own personnel as it would in the normal course of business.

ARTICLE XI. NOTICE

A Member who becomes aware of a claim or suit that in any way, directly or indirectly contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XII. EFFECTIVE DATE

This Agreement shall be effective on the date of full execution of the Agreement. The date of full execution of this Agreement shall be the last date on which this agreement has been signed by a party to this Agreement. The Steering Committee shall maintain a list of all Members.

ARTICLE XIII. DURATION, WITHDRAWAL, AND TERMINATION OF AGREEMENT

A. **Duration.** This Agreement shall commence on the Effective Date and continues until terminated in accordance with Section C, below.

B. **Withdrawal by a Member.** Any Member may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon seven (7) days written notice to the Steering Committee. The withdrawal of any Member shall not terminate or have any effect upon the provisions of this Agreement so long as MiWARN remains composed of at least two (2) Members.

C. **Termination.** The MiWARN shall continue until terminated by the first to occur of the following:

- (a) MiWARN consists of less than two (2) Members; or
- (b) A unanimous vote of termination by the total membership of MiWARN.

ARTICLE XIV. MODIFICATION

No provision in this Agreement may be modified, altered, or rescinded by individual parties to the Agreement. Modification to this Agreement may be due to programmatic operational changes to support the Agreement. Modifications require a simple majority vote of Members. The Chair of the Steering Committee must provide written notice to all Members of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Members.

ARTICLE XV. ASSIGNMENT OF RIGHTS/DUTIES

Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

ARTICLE XVI. PRIOR AGREEMENTS

Nothing within this Agreement shall prohibit a Member from participating in other mutual aid agreements and this Agreement shall not supersede prior Agreements between Members unless the prior Agreement is terminated.

ARTICLE XVII. PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no person or entity may have any rights under this Agreement as a third-Member beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect. Any Member may be removed from participation in this Mutual Aid Agreement by majority vote of the Members of the applicable Regional Committee, or Steering Committee, with adequate notice and a right to be heard at a regular or special meeting.

ARTICLE XVIII. INTRASTATE & INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members of MiWARN shall participate in Mutual Aid and Assistance activities conducted under the State of Michigan Intrastate Mutual Aid and Assistance Program and Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities and public works agencies through this Agreement if such a Program were established.

ARTICLE XIX. RECORDS, DOCUMENTS AND SENSITIVE INFORMATION

All records, documents, writings or other information produced or used by the parties to this Agreement, which, under the laws of the State of Michigan, are classified as public or privileged, will be treated as such by the other parties to this Agreement. The parties to this Agreement shall not use any information, systems or records made available to them for any purpose other than to fulfill their contractual duties specified in this Agreement. Both Requesting and Responding Members acknowledge that they will have access to sensitive information of others that may be considered sensitive or protected under the laws of the State of Michigan. If a Member receives a request to provide information of another Member or a third party, the Member receiving such request shall notify the other Member and they shall jointly agree upon what documentation is to be released, subject to applicable laws, ordinances and regulations.

ARTICLE XX. MISCELLANEOUS

A. This Agreement sets forth the entire agreement between the parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Member. The parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.

B. **Severability of Provisions.** If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

C. **Governing Law/Consent to Jurisdiction and Venue.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan.

D. **Captions.** The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

E. **Terminology.** All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

F. **Recitals.** The Recitals shall be considered an integral part of this Agreement.

G. **Amendment.** The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all parties, except an amendment to remove a Member shall not require agreement or approval of the governing body of the Member being removed. Upon an Amendment to this Agreement being adopted, a copy, certified by the secretary of the Steering Committee, shall be furnished to all Members.

H. **Compliance with Law.** MiWARN shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.

I. **No Third Party Beneficiaries.** Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity

J. **Counterpart Signatures.** This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.

K. Permits and Licenses. Each Member shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees/and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Member shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Member.

L. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by any party shall subsequently affect its right to require strict performance of this Agreement.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the participating utilities listed here, as a Participating Member duly executes this Water/Wastewater Mutual Aid Agreement this ____ day of _____, 20__.

Water/Wastewater Utility or Public Works Agency Authorized Official(s):

By: _____

By: _____

Title: _____

Title: _____

Name of Participating Member: _____

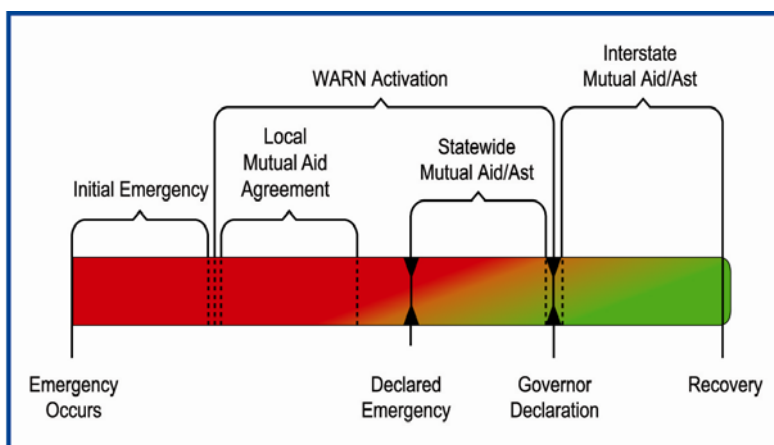
(Please note: Attach a copy of your MiWARN resolution to this document when you submit it. Thank You.

Water Sector Mutual Aid and Assistance: Utilities Helping Utilities

Background: The events of 9/11, Hurricanes Katrina and Rita in 2005, and severe flooding in New England and the Midwest in 2007 have shown the need for water and wastewater systems to share resources to overcome disasters occurring at a local or regional level. The Water Sector's professional associations, with support from U.S. Environmental Protection Agency (EPA) Water Security Division (WSD), are working to encourage local utilities in every State to establish intrastate mutual aid and assistance agreements between both drinking water and wastewater utilities.

These agreements, formally known as Water/Wastewater Agency Response Networks (WARN), embrace a utility-driven model to facilitate an effective and efficient flow of personnel and resources after an emergency. By adopting the WARN approach to mutual aid and assistance, drinking water and wastewater utilities in each state are able to sign a single agreement covering issues such as indemnification, workers' compensation, and reimbursement. Unlike existing statewide mutual aid agreements, WARN membership is open to both public and private utilities. The agreement also allows for utilities to share equipment, personnel, and other resources required to respond effectively to any crisis. WARN helps utilities reduce the typical response "gap" between local agreements and activation of statewide agreements, as it does not require an emergency declaration prior to activation.

WARN Activation Timeline: Reducing the Response "Gap" During Emergencies



Mission: The mission of WARN is to provide expedited access to specialized resources needed to respond to and recover from natural and human caused events that disrupt public and private drinking water and wastewater utilities.

Purpose: EPA supports the development of WARNs to:

- Promote the establishment of intrastate mutual aid and assistance agreements to enhance preparedness, improve incident response, and provide utility resilience in the face of a disaster.
- Support individual WARNs by providing tools and technical assistance such as tabletop exercise materials and guidance on developing WARN implementation protocols.
- Support Department of Homeland Security requirements for compliance with the National Incident Management System (NIMS).

Recognition: Due to the outstanding support EPA and the American Water Works Association (AWWA) provided to this grassroots, utility-driven effort, the International Association of Emergency Managers (IAEM) awarded them the 2006 "Partners in Preparedness" award. The model agreement implemented by WARN is recognized as a "Model Agreement" by the DHS/FEMA National Integration Center (NIC) Incident Management Systems Division.

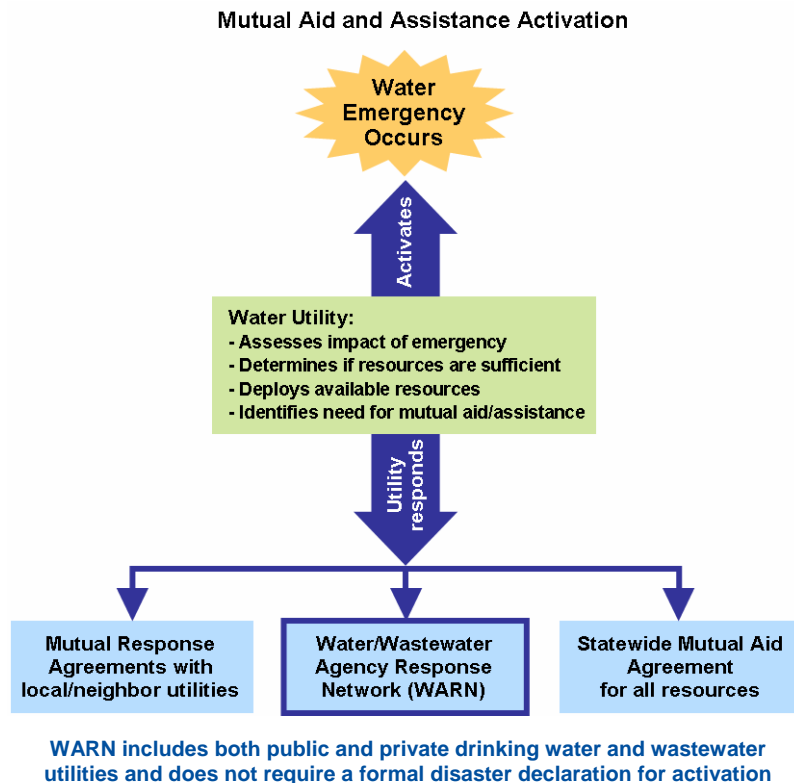
Stakeholders:

- Utility owner/operators as the key participants
- State water and wastewater primacy agencies participate as advisors and in a supporting role
- State emergency management/homeland security agencies help integrate WARN into state programs
- Water Sector professional associations such as AWWA, NRWA, WEF, AMWA, ASDWA, NACWA, NAWC, and ASIWPCA, who in February 2006, signed a joint policy statement on mutual aid and assistance titled, “Utilities Helping Utilities,” to promote programs such as WARN

EPA Support: EPA is fully committed to the development of WARNs, providing extensive outreach, facilitation, and technical support through:

- WARN Workshops – An EPA grant to AWWA supported twelve WARN Workshops with participation from 48 states and the District of Columbia. Workshop speakers included EPA staff, as well as other WARN experts supported through EPA contracts.
- Work Products and Outreach – EPA facilitated the development of the March 2006 “Utilities Helping Utilities Action Plan,” numerous fact sheets, a Frequently Asked Questions document, and has presented the WARN concept at a number of national conferences and meetings.

Next Steps: The number of statewide agreements has more than tripled in the past year, leading to a better prepared and more resilient Water Sector. This success has led to a need to exercise and validate the processes and protocols utilized during activation and implementation of a WARN. EPA has responded to that need by developing tabletop exercises and a protocols guidance document. The tabletop exercises will help WARN members coordinate more effectively with state and local emergency management agencies, state primacy agencies, and federal agencies. They will also enable participating utilities and agencies to define their roles and responsibilities more precisely and realistically.



While initially focused on intrastate networks, interstate mutual aid and assistance agreements may be needed to share resources across state lines. EPA and WARN partners are exploring the use of mechanisms, such as the National Emergency Management Agency’s (NEMA) Emergency Management Assistance Compact (EMAC), to meet this critical objective. EPA has developed an outreach document, titled “EMAC Tips for the Water Sector,” which includes information the Water Sector can apply to utilize EMAC more effectively when requesting or providing mutual aid and assistance across state lines.

For Additional Information: Visit www.NationalWARN.org, or contact John Whitley of EPA (whitley.john@epa.gov).

Farmington City Council Staff Report	Council Meeting Date: July 17,2023	Reference Number 7G	
Submitted by: <p style="text-align: center;">Director Bob Houhanisin</p>			
Description <p style="text-align: center;">Purchase of six (6) Sig MCX AR-15 patrol rifles.</p>			
Requested Action <p style="text-align: center;">Authorize the purchase of six (6) Sig MCX AR-15 patrol rifles from Vance's Law Enforcement in the amount of \$18,628.74.</p>			
<p>Background The Public Safety Department has participated in previous patrol rifle purchase programs, which have been successful in providing officers with needed equipment at a reduced cost to the city. The program involves the city making the initial purchase and the officers who choose to participate reimburse the city for the firearm through payroll deductions. The firearm remains the property of the city until the officer's employment ends with the city. At that time, the officer will pay the remaining one (1) dollar owed and will then take ownership.</p> <p>These new patrol rifles are suppressed meaning they have noise reduction capabilities which will protect the officers and citizens. The rifles will also have optic similar to the new handguns and will also be equipped with flashlights.</p> <p>The cost of the initial purchase will be \$18,628.74. Based on the purchase program, the city will recover \$18,622.74 of the purchase cost by the end of the FY23/24. This purchase was part of the FY 23/24 capital improvement budget.</p>			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

Farmington City Council Staff Report	Council Meeting Date: July 17, 2023	Item Number 7H
Submitted by: Bob Houhanisin, Public Safety Director		
Agenda Topic: Request to Approve the Purchase of Two (2) 2023 Chevrolet PPV Utility Vehicles and outfit them with equipment.		
Proposed Motion: Approve FY 2023/24 budget request to purchase two (2) 2023 Chevrolet Tahoe PPV Vehicles from Burger Chevrolet Inc. in the amount of \$81,374.00, approve equipment outfitting from Canfield Equipment in the amount of \$38,325.36, approve \$1000.00 for Majix Graphics for markings, and to convert old patrol car number 2 to a parking enforcement vehicle in the amount of \$800.00 for a total of \$121,499.36		
The public safety department requests the purchase of two (2) 2023 Chevrolet Tahoe PPV Vehicles. These patrol vehicles will be dark ash metallic in color. This purchase is part of the ongoing replacement program for public safety patrol vehicles.		
Materials Attached: Background and Financial Impact		

Background:

Each year the Public Safety Department purchases 2 new patrol cars. Traditionally, the turnaround time between purchase and delivery was only a few months. Supply-chain issues have caused significant delays in delivery and influenced supply and demand of both vehicles and equipment. Dealerships have fewer police vehicles allocated to them, so obtaining cars has been challenging. The department has traditionally used Ford Explorers as its primary police vehicle. The Explorer had been less expensive than the Chevrolet Tahoe, however, Ford has increased the price of their vehicles to the point that there are no savings in purchasing the Ford. Ford dealerships have been reluctant in releasing pricing information for the 2023/24 Explorer, with only one dealership providing a quote for the purchase of two new cars. The quote for a single 2022 Ford Explorer which was purchased during the FY 2022/23 was \$32,729. The quote received for FY 2023/24 from Feldman Ford was \$51,780.00, an increase of \$19,051.00.

The equipment change over from one Ford Explorer to another Ford was quoted by Priority One in the amount of \$11,376. Bringing the estimated purchase of 2 Ford Explorer Police Utility Vehicles to \$126,312.00. Ford has changed their policy on how they sell police vehicles. Agencies must now provide a purchase order for the patrol cars. Once Ford receives the purchase order, they will then provide a delivery date. Delivery dates are estimated by Ford at over 30 weeks, after purchase order.

The department researched Chevrolet Tahoes and received a quote from Berger Chevrolet in the amount of \$40,687.00 per vehicle. Canfield Equipment Services quoted \$19,162.68 per vehicle for the purchase new equipment that will not transfer from the Explorer to the Tahoe. The purchase of two Chevrolet Tahoe's including equipment is \$119,699.36

Graphics for the two new patrol cars and parking car is \$1000.00

The Parking Vehicle has been in for repairs, and it has reached the end of its service life. Repairs and maintenance costs have overrun the value of the car. The department has used decommissioned patrol cars as parking cars. If two new cars are purchased, then one of the decommissioned cars could be used to replace the parking car. The estimated cost to transition a patrol car to parking is \$800.00. If a single car is purchased, then there will not be a suitable car to convert to a parking car as it too has reached the end of its service life.

Berger Chevrolet has two, dark ash metallic Chevrolet Tahoe's on its lot which are on hold for this department. Feldman Ford does not have any Explorers in stock and cannot provide an estimated delivery date of new 2024 model year vehicles.

Financial Impact:

These vehicles will be purchased with funds from the FY 2023/24 budget, however, during the budgeting process it was estimated that that cost of two vehicles would increase to \$90,000, plus \$17,000 in vehicle change over for a total of \$107,000. A budget increase in the amount of \$14,499.36.00 would be required to purchase Tahoe's. If the department purchased 2024 Ford Explorers, a budget increase of \$21,112.00 would be necessary. Increased maintenance costs are not calculated in for the delay in replacing older patrol vehicles.

Farmington City Council Staff Report	Council Meeting Date: July 17, 2023	Informational
Submitted by: Melissa Andrade, Assistant to the City Manager		
Agenda Topic: Minutes from City's Boards and Commissions		
CIA: May minutes not yet posted DDA: June 2023 Historical: August 2022 Parking: July meeting canceled Pathways: June 2023 Planning: June 2023 ZBA: July meeting canceled Library: June 2023 - draft Commission on Aging: May 2023 Farmington/Farmington Hills Arts Commission: May 2023 Commission on Children, Youth and Families: May 2023 Emergency Preparedness Committee: June 2023		



8:00AM Wednesday, June 7, 2023
City Hall Conference Room
23600 Liberty Street
Farmington, MI 48335

MINUTES

The meeting was called to order by Todd Craft at 8:00am.

1. Roll Call

Present: Sara Bowman, Chris Halas, Todd Craft, Claire Perko, Donovan Singleton

Absent: Tom Pascaris, James McLaughlin, Linda Deskins, Heather Lyon

Others Present: Kate Knight, Jess Westendorf

2. Approval of Items on Consent Agenda

- a. Minutes: May 10, 2023 Regular Meeting
- b. Minutes: November 29, 2023 DDA Organization Committee
- c. Minutes: December 8, 2022 DDA Business Development Committee
- d. Minutes: January 18, 2023 DDA Executive Committee Meeting
- e. Minutes: January 23, 2023 DDA Public Art Committee Meeting
- f. Minutes: April 18, 2023 DDA Design Committee Meeting
- g. Minutes: April 25, 2023 DDA Design Committee Meeting

Motion by Halas, Second by Singleton to approve the items on the consent agenda. Unanimously approved.

3. Approval of Regular Agenda

Motion by Perko, Second by Halas to approve the items on the regular agenda. Unanimously approved.

4. Public Comment

Opened and closed at 8:01am by Craft.

5. Executive Director Update

Update by Knight.

Farmington Road Streetscape is OPEN!

Art on the Grand was a success.

Grant allocation for KickstART for \$2,300, two additional grants for Downtown Businesses also in progress. Business development committee awarded \$2,000 a construction mitigation grant to one downtown business that is impacted by water main repair on the heels of Streetscape.

Processing 4-year-old win from MSOC and Flagstar for outdoor seating improvements for Blue Hat Coffee. Holding in escrow during build out.

Apply for major RAP Grant as part of a collaboration of MSOC county communities with shovel ready projects.

Pocket Park is in progress. Contractor has bid set materials are on order. Slot drain 4 weeks out.

SEMCOG video featuring non-motorized safety features and will be back to film "Experience Farmington" part of a Main Street Series.

Hillside Townes development to move forward with legal and engineering review. DDA staff will advocacy to have this project TIF review and approval align with the DDA Board's July 12 regular meeting. We are pivoting to a shovel-ready game-changer.

Kate attended MDA summer workshop in Alpena and presented on business incubation.

MSOC is hosting a virtual transformation strategy on 6/30 9-11am. Board is encouraged to attend.

Updates on new businesses

- La Pecora Nera- moving forward with exterior painting
- Cannelle- site plan approval is underway
- Jill's- moved in

- Fitness 19 site- moving forward in plan review
- Heights – September opening

6. Consideration to Approve DDA Coordinator Position and Benefits

Motion by Perko, seconded by Halas, to approve the creation of a DDA Project Coordinator position, aligned with Pay Grade 6 in the City's Non-Union Pay Scale structure, pro-rated within the category of Part-Time Professional, allowing for future growth within the DDA organization. Motion passes unanimously via role call.

Ayes: 5, Bowman, Halas, Craft, Perko, Singleton

Nays: 0

Absent: 4, Deskins, Pascaris, McLaughlin, Lyon

7. Consideration to Adopt City Manual and Employment Policies

Motion by Singleton, seconded by Perko to adopt the City of Farmington Manual and Employment Policies. Motion passes unanimously.

8. Consideration to Approve Metromode Agreement for FY 2023-2024

Overview by Knight. Board discussed.

- Remove "up to" in front of 4 photo essays to ensure we will be getting a minimum of 4.
- Ensure good quality photography
- Click through rates on any ads we place.

Motion by Halas, seconded by Singleton, to approve the authorization of \$25,200 for IMG/ Metromode for continued engagement for the FY 2022-2023, of Downtown Farmington in news reporting, communications and content deliverables as detailed in modified contract. Motion passes unanimously via role call.

Ayes: 5, Bowman, Halas, Craft, Perko, Singleton

Nays: 0

Absent: 4, Deskins, Pascaris, McLaughlin, Lyon

Motion to adjourn by Perko, seconded by Craft. Motion passes unanimously.

HISTORICAL COMMISSION REGULAR MEETING
August 25, 2022

1. Call to order 7:20pm
2. Roll call – Laura Myers, Robert Senn, Kevin Parkins
3. Kevin moved to accept minutes from June, Robert second, all ayes
4. Public comment – none
5. Mansion activities
 - a. Repairs have not begun. There are some roofing materials stacked by the west side of the kitchen addition.
 - b. City Council has come to an agreement to buy the Christian Science Church just west of the Mansion for \$395,000. Purchase of the property will allow expanded use at the Mansion, as well as adding additional parking.
6. New Business
 - a. Jane Gundlach has resigned her seat on the Commission. Many thanks for her years of service. She was elected Treasurer for 2022-23 at our last meeting. We will vote to replace her in September.
 - b. There will be a three person committee to investigate creating two separate Certified Local Government districts that contain only the Warner Mansion and the Masonic Temple. The city attorney has been in touch with someone at the Michigan State Historic Preservation Office and it appears that we are able to do it. A Local Government is eligible to receive grants and technical assistance.
7. Old Business
 - a. Took a quick look at the Historic District Survey. Still need to take some updated photographs.
 - b. Went through the list of thirteen homes old enough to be contributing but determined to be non-contributing by the Commission in late 2019 because of inappropriate changes/additions to the front of the house. Will revisit in September when we have more Commissioners present.
8. Correspondence – none
9. Commission comments - none
10. Adjournment – 7:49pm

FARMINGTON PATHWAYS COMMITTEE

7:00 p.m.
2023

Minutes

JUNE 14,

- CALL TO ORDER
 - a. Meeting Called to order at 7:03pm
- ROLL CALL
 - a. Members Absent: Joe VanDerZanden
 - b. Members Present: Tim Prince, Sue Lover, Maria Taylor, Bill Gessaman, Kevin Parkins, Chris Weber, Kevin Christiansen, Brent Bartman
- APPROVAL OF AGENDA
 - a. Motion to approve by Bill G. supported by Maria T. - Unanimous approval
- APPROVAL OF MINUTES
 - a. MEETING MINUTES, MAY 10, 2023
 - b. MEETING MINUTES, MAY 31, 2023
 - c. Motion to approve by Sue L. supported by Kevin P. - Unanimous approval
- NEW BUSINESS
 - a. FARMINGTON HILLS PRESENTATION BY CHARMAINE KETTLER-SCHMILT, FARMINGTON HILLS DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT
 - Quick presentation covering Farmington Hills non-motorized transportation project
 - Non-motorized plan is new for Farmington hills.
 - Farmington Hills Master Plan including Non-Motorized Pathway through November 2023, and adoption in Spring 2024.
 - Farmington and Farmington Hills will continue to coordinate the planning efforts of each city. Kevin mentioned the long history of coordination between the cities.
 - Farmington Hills will share a link to the planning website on <https://fhgov.com>
 - Function is to contribute ideas for improvements to their master plan.
 - Bill mentioned coordinating efforts between cities around the border of the two.
 - Charmaine welcomed this idea.
 - Pathways will work to identify areas at the July and August meeting
 - b. RALPH C WILSON JR FOUNDATION OPPORTUNITY
 - Grant foundation with a focus on SE Michigan area (Oakland, Wayne, Macomb)
 - Chris suggested Pathways learn about this grant and see if we have an opportunity to submit an application.
 - Bill will call the grant coordinator to see if he can learn details about submitting.
 - Tim will read RCWilson grant application info.
 - Both will update in July.
 - c. PATHWAYS OBSTRUCTIONS
 - Tim Suggested we collect a list of 'obstructions' such as sidewalks with overgrown branches.

- Tim will keep the list and work with DPW to submit and manage the areas to be fixed. This method allows us to collect images and more details than the current 'contact us' form on DPW page of <https://farmgov.com>

1. Info needed: Location, images of obstruction

- OLD BUSINESS

- AMERICAN LEGION** - Kevin will mention to the developer the Pathways suggestion of a walkable connection south to Sherwood street.
- WHITTAKER SIDEWALKS** - Tim, Sue and Maria will knock on doors along Whittaker st. to gauge interest in potential sidewalk construction to support Safe Routes to Schools.
- ONE PAGER UPDATE** - No updates this month.
- 9 MILE PATHWAY UPDATE** - Chris has a meeting on 6/16, will update in July. Sue and Tim went to the Southfield open house and contributed to the meeting.
- SEMCOG BICYCLE AND PEDESTRIAN MOBILITY TAKE AWAYS AND NEXT STEPS** - Offer from SEMCOG to learn traffic modeling tools: Kevin P, Chris W, Sue L, and Maria will take training. Training to be scheduled soon. Discussed potential to 'double-up' grants for repairing McGee Hill bridge. Will clarify with SEMCOG when training is scheduled.
- CROSSWALK AT CRAZY KRAB ON GRAND RIVER UPDATE** - OHM & MDOT planning to collect traffic and pedestrian counts to determine best placement of crosswalk. Timing unclear, Kevin will update in July.
- MAXFIELD TRAINING CENTER DEVELOPMENT UPDATE** - Planning commission tentatively approved PUD, next step is present to City Council for Final approval. Target is to break ground for construction in Spring 2024.
- COMPLETE STREETS AND CORRIDOR SAFETY PLANNING GRANT** - No updates

- OTHER NEW BUSINESS

- ANY NEW CITY CONSTRUCTION PROJECTS?** - Maria asked how much for a rapid flashing beacon, could it be used at Starbucks (Warner Street/Grand River) crossing? Chris said around \$50k.
- ANY NEW TARGET AREAS?** No new target areas.

- PUBLIC COMMENT - No public comment

- COMMITTEE MEMBER COMMENT-

- Continued discussion on reviewing grant application opportunities: "How can we work towards preparing an application?", "How can we learn more?"
 - Suggestion to create a database of potential grants, and learn from research of Ralph C Wilson grant. (see New Business above)
- Chris gave an update on installation of a high-speed fiber network that is coming in 2024.
 - Potential to install 'Smart poles' for info collection to help the city understand traffic (auto, pedestrian, non motorized) in the city plus software to review and interpret info. Not clear on the price, but expected to be expensive.

- ADJOURNMENT - Motion by Maria, support Brent, unanimous approval. meeting adjourned at 8:55pm

Next meeting: JULY 12, 2023

FARMINGTON PLANNING COMMISSION PROCEEDINGS
23600 Liberty Street
Farmington, Michigan
June 12, 2023

Chairperson Majoros called the meeting to order in Council Chambers, 23600 Liberty Street, Farmington, Michigan, at 7:00 p.m. on Monday, June 12, 2023

ROLL CALL

Present: Crutcher, Majoros, Mantey, Perrot, Westendorf, Waun
Absent: Kmetzo

A quorum of the Commission was present.

OTHER OFFICIALS PRESENT: Director Kevin Christiansen; Recording Secretary Bonnie Murphy, Brian Belesky, Director of Media 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. May 8, 2023 Minutes

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

SITE PLAN REVIEW – WORLD WIDE CENTER, 34701-34805 GRAND RIVER AVENUE

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

Director Christiansen stated the Applicant is proposing changes to the existing commercial site at the World Wide Shopping Center. The proposed changes include replacement of a portion of the existing damaged masonry screen retaining wall located along the west lot line of the existing shopping center site. No changes regarding building dimensions or other site improvement are proposed. The existing commercial property is zone C-2, Community Commercial. The Applicant has submitted the site plan for the proposed changes including plans and details including a 6-foot high combination vinyl fence and wall, intended to be repaired and replaced along the west property boundary. A copy of the plans and support materials were attached with the application and included in your packet with your staff report.

What is shown here on the aerial photo on the screen is the World Wide Shopping Center, it is located on the south side of Grand River at Whitaker, it is a shopping center property with one building consisting of multiple units and was built in three phases in 1971, 1973 and the 1974, successively from east to west. You'll see the parking field that is out front of the shopping center building. You may recall that the center underwent an extensive renovation with the approval by the Planning Commission of the satellite building in the parking lot for Tropical Smoothie. And that also included modifications to the existing building. There was repair, restoration of the roof, basically a new roof that was part of that site plan approved, there were façade modifications in the entire center and also then improvements on site, not just the building which is a brand new building on the east end of the site and that's out in front of the Chinese Mercantile and several units there and Tweeny's. Other items that were part of that were new parking lot lighting, new landscaping, resurfacing and restriping of the parking lot and some other site elements that again enhanced the existing shopping center site.

The issue this evening is the west wall, that west wall is a wall that was built with the third phase which was the last phase in 1974 and that masonry wall was in place since that time. Unfortunately that wall was damaged, it had a circumstance then with some cracks a period of time ago and the City working with the owner of the shopping center, Barbat Holdings, is looking to have that damaged wall repaired. The Applicant/Petitioner is seeking through site plan application and your review and consideration to replace that wall in part with a combination of masonry material and also some vinyl fencing. And those materials showing that wall as proposed by the Applicant with their site plan is in your packet. This is the wall location on the west wall between the World Wide Center and Chatham Hills Apartments. This is the site plan packet that was submitted and this is the wall as proposed, the combination of masonry and the vinyl fencing submitted in the application by the Petitioner. With that, Mr. Chairman, I will turn it back over to you. The Applicant, Mr. John Moran, with Barbat Holdings is here in attendance this evening.

Chairperson Majoros thanked Christiansen and invited the Applicant to the podium.

John Moran, Barbat Holdings, came to the podium. He stated Kevin did a nice job explaining the intent here and asked the Commissioners if they had direct questions as to what is being proposed.

Majoros asked if any of the brick wall is retaining, is the brick all new, if we went along here to understand what's new versus what remains, etc.

Moran replied the vinyl would be new and the retaining portion remains so there would be some masonry veneer that would be brought back against the existing concrete block. The retaining portions, I'll break it up into two things, you have the wall portion which

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would be from the retaining wall up and then you have existing retaining that we've had discussions with Jeff on whether that's theirs or not, but in any event the vinyl fence that we're proposing will be on our side of the property. The existing footing for the retaining portion is on the property line so there's like a brick wedge on the low side which is the apartment complex, it will carry the masonry brick veneer and that will be brought back to the retaining portion. And then you can see by the profile section that the fence post was vinyl and the vinyl matches the existing apartment complexes white vinyl fence so we're going to continue that along. So, any portion of the fence that you see on this profile is new and does require some masonry repair and we have additional demolition from what's existing now for part of the wall that's there that has not fallen over, for safety reasons we're going to demo that and vinyl fence will continue on to the front part of the property, we'll still have the remaining brick masonry wall on top of the retaining wall. So the combination of masonry brick wall, concrete block, retaining portion and the vinyl fence which will be on our side.

Commissioner Crutcher asked how much of the brick wall is going to be kept in the front and Moran answered he believes it's 60 plus feet.

Christiansen stated if you look at the drawing that's up on screen and in your packet, the first overall elevation on which is sheet A 1.0, shows the entire west property line wall from Grand River sixty feet to the south or in is to be maintained, no work on this section of wall and that says that on the plan. That's 60 feet. After that you have 190 additional lineal feet, 126 feet of that 190, from what is going to be kept. What is going to be kept is 60, the next 126 they're going to remove the top portion of the wall and keep the bottom portion of wall and put the vinyl fencing on top. After that 126 feet, so now you're in 186 feet to the south, the remaining 64 feet, all brick is going to be removed, this is in the damaged portion and new or reclaimed brick to match the existing and cap is going to be installed as well as in the vinyl fence. So you're going to end up with no work in the first 60, and then a combination of masonry and vinyl fencing for the next 190 lineal feet.

Majoros said so this is all looking east so this is if we're standing in the property of the apartment complex and Christiansen replied that is correct. Majoros stated what he was looking for was a west view, so what does it look like from the parking lot, is the vinyl fence on top of the brick?

Moran replied you'll probably be looking at just the fence because the retaining portion is on the low side so when you're looking east you'll see what looks like the brick base and then the fence built on top of the retaining masonry wall.

Majoros stated I guess my question is the fence on top of the wall or is the fence in front of the brick? So if I'm in the parking lot of the World Wide Center looking back towards

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the apartment, am I seeing 6 feet of white and Moran replied yes. Majoros stated so the brick is only exposed on the apartment side except for that

Moran replied essentially what you're going to see is a full section of white fence on the World Wide side; on the apartment side you'll see a full section of fence on top of the masonry base.

Christiansen stated if you look at your proposed wall section, the cross section that's on this sheet, you'll see that if you were to be on if you're looking at it from the west side, that's the World Wide Center property and looking to the west as Mr. Moran is indicating, if you look at that, you are on the west side of it looking back at it, so looking from east to west you'll see just fence. If you're on the apartment side you're going to see that in that cross section you have a footing and foundation that's about 3.5 feet down below grade. On top of that then you have and it says buried, maybe 2 feet or so of brick, and that's what you're going to see, that exposed brick from that apartment side looking back east.

Moran stated he would show grade from the World Wide Center side and then from the apartment side. So, looking at this you'll see the profile of this center. On the low side this is grade and you'd be looking at the full fence plus the retaining portion here.

Majoros asked about the height from the apartment side grade to the top of the fence is approximately how much and Christiansen replied with the foot at 6-feet, it's probably another foot or so, it varies.

Moran stated it varies but he would say between 9 and 10. Majoros said 9 to 10 feet total inclusive of the brick and what you see of the new proposed World Wide on the other side.

Crutcher said my question was more to how long, if the property is 250 feet deep, how much of that brick is going to remain on the 250 feet. Moran replied on the front it was 60. Christiansen said on the front you've got 60, no work. You've got 126 combination existing brick and fence on top, they're going to remove about 4 feet or more of that down. Then the remaining 64 feet, that's all damaged right there, that's going to be new brick to match and fencing on top, so you're going to have about 190 lineal feet that will be the combination. Crutcher then asked where is the front of the building relative to the change in material and Christiansen replied it's about where the damage to the wall is, it's a little bit back. Crutcher then said so part of the white fence will be in front of the building and Christiansen replied 126 feet. Crutcher stated where cars can bump into it. Christiansen said no, there's actually a curb and a landscape bed, if you look at the aerial photograph again, the asphalt ends right there, and you've got a rock garden, rocks and then trees.

Crutcher asked what caused the damage to the wall in the first place, was it time or did something hit it and Moran replied it's not definitive, he thinks a truck hit it and it decayed

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over time, there are deliveries back there. The fence that we're proposing would withstand a hit much better than a masonry wall.

Perrot said going from masonry to vinyl, aside from cost, is this a preference of the owner because a big part of our responsibility is esthetics and how it changes to an area, whether it's a neighborhood, it's a business, it's residential, whatever it is, is how it affects the surrounding area. So this is a huge change to what has been existing since the '70s, early to mid '70s. Aside from cost, is that really the root cause of putting up a massive white vinyl fence?

Moran replied cost is always a consideration part of the equation but the other part is it kind of gets us away from a boundary dispute about the responsibility of the wall. And we had a hearing and our response is the site plan to a civil infraction that was imposed. Our position is that there should be sharing with the adjacent property owner, I think this mitigates that in terms of what the economics are going to be that we are in dispute over. Because the wall is built on the property line and the profile of that wall shows the low side brick masonry on the west, that's on the property. So our position is that should have been built back by them. But in any event you can give weight to the factors, cost is a factor, esthetics, we do like the esthetics, it continues the fence line that's existing for the apartment complex that has already a white vinyl fence, so we're continuing an existing use of a white vinyl fence, not at another location, at this location that's already in place, we're continuing that on.

Majoros asked where is the white vinyl fence that the neighboring property and Moran replied at the back corner of our property all the way running from north to south along the property line to the apartment. Majoros said it's not visible from Grand River, it's tucked into the property line and Moran replied depending on where you're at.

Perrot said just to clarify there's the boundary, there's the brick that goes around the World Wide Center, and the vinyl that you're referring to is actually further south back behind the residential properties, so in between the residential properties and the apartments and Moran replied correct. Perrot said so it's not even surrounding the World Wide Center and Moran replied correct.

Perrot stated we were involved with Tropical Smoothie coming in and there was a large amount of investment in this property including a roof and different things, and we were really happy with the way it turned out, the way Tropical Smoothie turned out and all that, so to see, unfortunately to see the brick wall to come down and it seems like this could have been addressed to match what is already really nice, was there any kind of interest, a plan to relandscape this or anything like that or is it just a matter to put the fence out there and call it good?

Moran replied we didn't address the landscape plan, you know, we could plant something along the – we can't plant on the low side, we could look at the high side on our side, there's no real landscape there to mention.

Majoros stated you were referencing property ownership, Kevin, is there a perspective from the City on anything we should know when it comes to thinking about this proposal, when it comes to ownership or any consideration we should be taking into account?

Christiansen replied per the City's records, the ownership of the property is Barbat Holdings. The original construction, '71, '73, '74, was related to the Paulson family, it was World Wide TV, again built in three phases. The center changed hands over time, there hasn't been a lot of change to this center since that time until the enhancements that I described that were part of Tropical Smoothie, so the additional building and then the other site improvements and then the façade and the roof and some other elements, signage, etc, and lighting. The ownership records of the City currently show that this entire site and I did include the plan set from 1974, this is from our archives, so this goes back again 50 years. This is Phase III as it's called in our records, so it's the western portion, this then, the rear of the units and this is the wall, the bottom two drawings, see the wall on the west lot line, that's the one we're talking about today and you have a wall on the south which is the rear which is the single family to the south and the alley is behind the building. These are the records we have today. These are the landscape standards, so these are the standards in Section 35, Article 15 of Section 35-184, you'll see design standards and landscaping is required for commercial properties, you'll note A, B, C and Item 5 specifies walls and where walls are required and the requirements for walls, A, B, C and you go down and see subsection F, that the Planning Commission can make determinations in looking for compliance with this requirement or addressing this requirement where there can be a variation of materials, that's up to the Planning Commission and this was included in your staff packet. Again, the last item in F, what it says here, building materials must be reviewed and approved by the Planning Commission, during site plan review the Planning Commission may approve the use of a privacy fence where it's determined to be more compatible with adjacent residential uses, that's the section of the ordinance you are considering this evening.

Majoros replied but before that it says walls shall be constructed of brick or other masonry material compatible with the principal structure as determined by the Planning Commission, shall be made of unpierced and reinforced poured concrete false brick design, capped brick wall, etc., cement or slide blocks shall not be permitted, so part of the debate here I suppose the compatibility with adjacent residential uses and part of that is what do most people see. My thing is most people see Grand River and they see brick structure and they see a brick wall. So there might be a white fence in this property, but

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the harmonious nature and compatibility seems more what we want most people to see who drive by and who are experiencing the World Wide plaza and not going into the residences.

Crutcher agreed, stating the white vinyl fence is probably more suited for a residential area but not on Grand River.

Perrot asked if the apartment complex had been notified and Christiansen replied no, it wasn't a requirement for public hearing, and given the circumstances it does not involve Chatham Hills Apartments.

Perrot asked if the owners of the apartment complex had been contacted and Moran replied indirectly through Jeff we've had communication whether or not there was a shared responsibility but part of the dispute is that they were hands off and did not want to accept any responsibility. Perrot then asked if they had communication with the apartment complex the fence and Moran replied no. The owners of the center made considerable investment when Tropical Smoothie came in and don't feel they are compromising esthetics at all and is consistent with the character of the apartment complex and the World Wide Center as well.

Commissioner Westendorf said if was to come in and drive around the building I'd see brick wall for 60 feet or so, what 200ish feet of vinyl fence and then brick wall again behind it and Moran replies yes, I think it ends at the corner so you'd see a section of the brick wall with the white fence.

Crutcher asked if one side of the fence will be all slats and the other side is posts and slats and Christiansen stated typical vinyl fence construction is usually posts and usually 8-foot sections and the sections are attached in the middle of the vinyl support posts.

Crutcher stated I would tend to suggest keep as much as the masonry wall as possible, having the vinyl is not something that we want along Grand River and the character of the rest of the center being masonry, the vinyl would be out of character with the center itself.

Chairperson Majoros opened the floor for a motion from the Commissioners.

MOTION BY Perrot, supported by Crutcher, to make a motion to deny the application of the site plan review as submitted by World Wide Center, located at 34701-34805 Grand River Avenue as listed and spelled out based on the Petitioner's submission in our staff packet.

Majoros asked if any amendment should be made to the motion.

Christiansen replied the reasons for the denial should be included in the motion with support.

Perrot made a Friendly Amendment to the motion to read as follows:

MOTION by Perrot, supported by Crutcher, to make a motion to deny the application for site plan review for the World Wide Center, 34701-34805 Grand River Avenue, based on esthetics as discussed and not being aligned with surrounding structures and area; that the existing vinyl fencing is south of the actual property in question here, and that the ordinance that the wall was constructed under back in the 1970's specifically lists masonry in the commercial space versus vinyl white fencing which has more of a residential characteristic.

Motion carried, all ayes.

**PUBLIC HEARING – PROPOSED CITY OF FARMINGTON CODE OF ORDINANCES
TEXT AMENDMENT**

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

Christiansen stated this item is a public hearing regarding signs and would amend existing provisions of the code of ordinance signs. Appropriate Notice was sent of the Public Hearing and published indicating that certain sections of the ordinance needed to be changed in light of recent court rulings.

MOTION by Perrot, supported by Crutcher, to open the Public Hearing.

Motion carried, all ayes.

(Public Hearing opened at 7:40 p.m.)

PUBLIC HEARING

No comments heard.

MOTION by Waun, supported by Perrot to close the Public Hearing.

Motion carried, all ayes.

(Public Hearing closed at 7:40 p.m.)

MOTION by Mantey, supported by Waun, to recommend approval of the Text Amendment and forward it to City Council for their review.

Motion carried, all ayes.

UPDATE – CURRENT DEVELOPMENT PROJECTS

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

Christiansen updated the Commission on the many projects in the City that are occurring, including the opening of Farmington Road with the completion of the Streetscape, Savvy Sliders looking to open soon, Jill’s Pharmacy, the repurposing of Fitness 19 for a suite of salons, GLP looking to re-tenant their spaces, Cannelle of Farmington going into the former Kickstart space, the Maxfield Training Center obtaining preliminary approval for PUD, Drakehire Plaza and its new tenants, and the near completion of Liberty Hill as well as other projects on the horizon with a Public Hearing for Legion Square scheduled for the July Planning Commission meeting.

PUBLIC COMMENT

None heard.

PLANNING COMMISSION COMMENT

Majoros thanked Commissioner Waun and stated this is her last meeting as she is not seeking reappointment and she thanked the City for the pleasure and honor to serve her community.

Christiansen thanked Waun as well for her years of service on the Commission and knows her commitment to the City will be keep her front and center in the community.

ADJOURNMENT

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

The meeting was adjourned at 7:58 p.m.

Respectfully submitted,

Secretary

**Farmington Community Library Board of Trustees
Board Meeting - 6:00 p.m. – June 8, 2023**

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

Board Members Absent: None (Two seats vacant)

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

Staff Members Absent: None

PUBLIC HEARING

Kari Shea, Brittany Kohler represent Plante Moran.

CALL TO ORDER

The Regular Board Meeting was called to order at 6:12 by President Ernie McClellan..

APPROVAL OF AGENDA

MOTION by Doby to approve the Agenda for the June 8, 2023 Board meeting was supported by Brown.

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

Opposed: None

Motion passed.

APPROVAL OF MINUTES

MOTION by White to approve the Minutes of the Regular Board Meeting held on May 11, 2023, was supported by Murphy.

Vote: Aye: All in favor

Opposed: None

Motion passed.

2024 BUDGET APPROVAL

MOTION by Brown to approve the 2024 Budget was supported by Doby.

Vote: Aye: All in favor

Opposed: None

Motion passed.

2023 BUDGET AMENDMENT

MOTION by Brown to approve amendment of the 2023 Budget, adding \$124, 295 to Revenues and Expenditures, was supported by Murphy.

Vote: Aye: All in favor

Opposed: None

Motion passed.

TREASURER'S REPORT

MOTION by Brown to approve May expenditures totaling \$681,823.78 was supported by Doby.

Vote: Aye: All in favor

Opposed: None

Motion passed.

MOTION by Brown to receive and file April 2023 financial reports was supported by Doby.

Vote: Aye: All in favor

Opposed: None

Motion passed.

SUBCOMMITTEES

Personnel

E. McClellan thanks Committee, especially R. Murphy.

Strategic Planning

E. McClellan thanks Committee, especially former board member M. Stryd.

FRIENDS' REPORT (S. Charlebois)

- Thank you to Gala attendees. 215 RSVPs were received.
- There will be a Book Sale July 21-23 in the Auditorium.
- S. Charlebois will be attending the ALA Conference in Chicago June 22-27 and the United for Libraries Virtual Conference August 1-3. She attended a webinar on advocacy.

LIBRARY DIRECTOR'S REPORT (K. Siegrist)

- The FCL App is live!
- Next food truck (June 27) is Batter Up. Resources highlighted will be YMCA, the Hawk, and Michigan Department of Health and Human Services.
- Strategic Plan actions for 2023-24 will include: a master plan, accessibility audit, new wayfinding signage, collaboration with Smart Flex, mapping existing community partners and evaluating partnerships, a community profile report to focus outreach, creating biannual town hall meetings, holding a board study session.
- Coordinating meeting with Farmington Schools was held June 7.
- Assistant Director position has been posted. Caryn Finkelman (Circulation) will be filling the opening for part time Adult Librarian.

Facilities (D. Wrench)

- Fire door construction is nearly complete. Electrical inspector has asked for work to main panel. Work should be done in two weeks.
- Carpet coming in July for stairs to Children's at Twelve Mile.
- Conveyor drawings will be coming.
- Liberty Street pumps (keeping water out) will need replacing.
- Ramp at Twelve Mile entrance to be replaced in two weeks.
- FCL is realizing cost savings because of improvements to HVAC, work on the fire door, and installation of conveyor system that will be electronic, not pneumatic.

Staff Presentation - Jill Baker

J. Baker presented e-books, particularly Hoopla and Libby.

UNFINISHED BUSINESS

None

NEW BUSINESS

Election of Officers

President - Ernie McClellan

Vice President - Bob Hahn

Treasurer - Kathie Brown

Secretary - Jim White

CORRESPONDENCE

None

PUBLIC COMMENT

None

TRUSTEE COMMENT

None

ADJOURNMENT

The Board meeting was adjourned by President McClellan at 7:37 pm. The next meeting of the Library Board is scheduled for Thursday, July 13, at 6:00 pm.

Respectfully Submitted,

Jim White, Secretary
Library Board of Trustees

Approved

**MEETING MINUTES
FARMINGTON AREA COMMISSION ON AGING
TUESDAY, MAY 23, 2023
COSTICK CENTER
28600 ELEVEN MILE ROAD
FARMINGTON HILLS, MI 48336**

CALLED TO ORDER BY DAN FANTORE AT 5:49 PM

MEMBERS PRESENT:

Mary Buchan, Farmington Hills
Carl Christoph, Farmington Hills
Dan Fantore, Farmington Hills
Katherine Marshall, Farmington Hills
Marian Schulte, Farmington Hills
Julie Villani, Farmington Hills
Karina Weglarz, Farmington Hills

MEMBERS ABSENT:

Nancy Cook, Farmington
Mic Fahey, Farmington
Jane Frost, Farmington
Julie McCowan, Farmington Hills

OTHERS PRESENT:

Marsha Koet, Senior Division Liaison
B. Newton, resident Farmington Hills

APPROVAL OF MEETING AGENDA:

Motion by Villani, support by Marshall, to approve agenda as published.

Motion carried : 7-0

Abstentions: 4

APPROVAL OF MAY, 2023 MEETING MINUTES:

FARMINGTON AREA COMMISSION ON AGING

MAY 23, 2023

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Motion by Villani , support by Marshall, to approve minutes as corrected: spelling of Villani, roll call vote for elections.

Motion carried 7-0

Abstentions: 4

COMMITTEE REPORTS;

COMMUNICATIONS, PROMOTIONS AND WEBSITE:

Discussion of feasibility of adding slide presentation of Financial Exploitation of the Elderly to the website. Christoph suggested that information be copyrighted.

EDUCATION:

Discussion of this sub-committee's presentations on the Financial Exploitation of the Elderly. Suggestions for improvement and additional information to be added.

SENIOR DIVISION REPORT:

Koet listed activities scheduled for May/June:

Veterans' Fair, Art on the Grand, Shredding, Blood Drive, outside meals.

Cost for daily meals at the Costick will be \$3.50 beginning July 1.

COA meeting on June 27 will include dinner.

Koet suggested that COA members look for places where presentations can be made.

OLD BUSINESS:

Fantore attended the Farmington City Council meeting and offered the services of the COA for determining the future of the Costick Center. Bridges said a committee would be formed to investigate what the community wants in a senior center. Some discussion of ways to contact seniors at the Costick Center, the Farmers' Market and other community events regarding their individual ideas regarding needs and wants.

FARMINGTON AREA COMMISSION ON AGING

MAY 23, 2023

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NEW BUSINESS:

Koet shared a chart which indicates that the senior community in the Farmington area will double by 2045.

Marshall announced her retirement from her present position with Michigan State University.

Meeting adjourned at 6:40. Next meeting is June 27.

Minutes submitted by Mary Buchan, Secretary.

MEETING MINUTES
FARMINGTON AREA ARTS COMMISSION
CITY OF FARMINGTON HILLS
MAY 11, 2023 -6:30 PM
THE HAWK FARMINGTON HILLS COMMUNITY CENTER
ACTIVITY ROOM A/B
29995 TWELVE MILE ROAD
FARMINGTON HILLS, MI 48334
(248) 699-6712 www.fhgov.com

CALLED TO ORDER BY: Claire Perko AT: 6:34 PM

MEMBERS PRESENT: Cindy Carleton, Lesa Ferencz, Lindsay Janoch, Celeste McDermott, Ted Hadfield, Claire Perko, Bree Schwartz, Jeff Dutka

MEMBERS ABSENT: Cheryl Blau, Don Fritz, Nora Mason, Sean Deason

OTHERS PRESENT: Rachel Timlin, Cultural Arts Supervisor/Staff Liaison
Johnna Balk, Farmington City Council Liaison

APPROVAL OF AGENDA:

Motion by Chair Perko support by Commissioner Dutka to approve the agenda with amendments.

Amendments: Change “Approval of Minutes” from March 9 to April 13

MOTION CARRIED 8:0:0

APPROVAL OF April 13, 2023 MINUTES:

Motion by Chair Perko support by Commissioner Carleton to approve the April 13 minutes without amendments.

MOTION CARRIED 8:0:0

PUBLIC COMMENTS No public comments

CULTURAL ARTS DIVISION REPORT

Rock Around the Hawk has received another grant for the 23/24 program with an increase from the Farmington/Farmington Hills Foundation for Youth and Families. Bosch is giving another grant of 50,000 for continued support of the Makerspace. Summer camps have 860 campers enrolled in cultural arts camps. Recent concerts and performances included Ray Urena jazz concert, Xiao Dong Wei & Friends, Ehnes Quartet, Beauty and the Beast Jr, Hello Dolly, and Rock Around the Hawk. Coming up soon is the Farmington Community Chorus, Detroit Youth Choir, Eat It Up Trio, and the Juneteenth Concert. Stars in the Park starts June 15. June 15 is also the Kickoff to Summer -there will be music, outdoor activities, ticket promos, etc. New sponsorship packet is coming that will give opportunities to purchase benches, etc. Arts Commission can still move forward with their original bench plans for the tree sculpture.

FARMINGTON ARTS REPORT

Art installation will be occurring in Pocket Park with Harvest Moon theme. Heart the Art coming up next Feb. Path from Library to Riley Park may beginning again soon. Skep Space has community mural. KickstART will be re-opening in the summer pending some renovations to their new space.

ARTS COMMISSION BUDGET

Discussion regarding budget

Motion by Commissioner McDermott to allocate the \$2500 in the 2023 Arts Commission budget for the tree sculpture project. Support by Vice-Chair Ferencz.

MOTION CARRIED: 8:0:0

PUBLIC ART COMMITTEE REPORT

Love Mural

Artist Lisa Marie has a project focused around putting a love mural in each state and there is interest in putting the Michigan one in our area. An update will be coming to the June Arts Commission meeting.

COMMISSION FOCUSED 2023 PROJECTS

Farmington City Hall Art

Vice-Chair Ferencz shared that we are waiting for some answers from the Farmington City Manager in order to move forward.

Tree Sculpture Update

Commissioner McDermott shared that the committee is continuing to work on language for the plaque for the bench/sculpture area.

Mary Brooks Exhibit

Vice -Chair Ferencz has been assembling digital files for the Cultural Arts Division to exhibit digitally. Art is safely stored at this time.

Art Awards

We are waiting for a new date in October. Committee will schedule time to meet soon and work through details. Commissioner Janoch and Rachel Timlin will lead committee.

Little Art Library

Location is TBD. We are waiting for Commissioner Mason's communication

COMMISSIONERS' COMMENTS

Commissioner Carleton shared about Centric Place meeting last week and suggested holding a gathering at the space. She also updated on sculptures in the Sarah Fisher home and her communication with Councilwoman Knoll.

Commissioner Hadfield shared about 53 North in the Thumb area and a sculpture he visited. Artpack may be hiring a talented local graduate soon.

Chair Perko shared about the Nine Mile Connection trail.

Commissioner McDermott shared an update on the Kindness Rock Garden that will be at the farm market this coming Saturday.

LIAISON COMMENTS

Councilwoman Balk visited Hilton Head and shared that the town of Blufton is a nice arts town to visit.

NEXT MEETING DATE: June 8, 2023

ADJOURNMENT

Adjourned by: Chair Perko

Time: 8:14 PM

Minutes drafted by: Lindsay Janoch

MINUTES
FARMINGTON/FARMINGTON HILLS
COMMISSION ON CHILDREN, YOUTH and FAMILIES
May 4, 2023
Community Room, Farmington Hills City Hall,
31555 W. Eleven Mile Rd., Farmington Hills, MI. 48336

- 1) Call to Order 6:00 pm.

The meeting was called to order by Sharon Snodgrass at 6:00 p.m.

Members Present: Tammy Luty, Sharon Snodgrass, Jordan Scrimger, Marie Sarnacki, Rod Wallace, Alisa Valden, Tanya Nordhaus, Brian Spitsbergen

Members Absent:, Colleen Coogan, Adam Whitfield, Jeff Boyle, Ed Cherkinsky

Others Present: Matt Gale, Mary Newlin, Marla Parker, Kristel Sexton, Jim Nash

- 2) Approval of Agenda

Rod Wallace approved the agenda, Jordan Scrimger seconded, and motion carried unanimously.

- 3) Approval of April 6, 2023 Minutes

A suggestion was made to remove google link in minutes. Minutes were approved with removal of link by Marie Sarnacki approved and Brian Spitsbergen seconded, motion carried unanimously.

- 4) Youth Division Update

We are down to just one month left of school and the afterschool program for the school year. They have just added a game room on the 3rd floor. All staff are going through special training to identify child abuse/neglect. They have hired more staff for the after-school program, and most will continue into working at the summer camps. The Hawk was very happy with the career night program as they hired for openings at this event. They will need more staff as they expect the number of students will increase next school year.

- 5) Issues Committee Update

Marie gave an update on career night. The event went well, we had about 25 organizations represented at the event. There was interest in positions and the surveys came back with a lot of positive feedback. Next year we would like to survey the vendors as well by creating a vendor feedback form. We also discussed moving the event up to March when more students are registering for classes.

We then reminded everyone that our June meeting will be at the Nature Center to arrive 10 minutes early as we will be having food and include a reflection activity during this meeting.

At the end we hope to visit the Kindness Rock Garden and get a group picture. Jordan will be placing a food order for this meeting.

We will be doing Kindness Rock Garden painting at the Farmer's Market on Saturday May 13th. The Earth Day painting event went well. All these rocks will be added to the garden right before or at the end of the June meeting. We have also created a special paper that children can take at the Farmer's Market to give to someone special. We are doing this given Mother's Day is the next day.

6) Communications Update

Sharon gave an update that she is collecting information on mental health, and we had discussed doing something on mental health in the fall. Brian suggested that he may have a connection that could help with this program. We were also made aware that Cornwell Health is doing a program in June to discuss needs in the community.

7) Volunteer Recognition Program

The event is on May 8th with a reception at 6:45 p.m. and awards given at the 7:30 p.m. city council meeting. Winners were announced at the meeting so all commission members were aware of who would be getting awards. Tammy has ordered the food for the reception from Farmington Deli and Never Forgotten Bakery. All winners will get a personal customized cookie that will be on display on the table to recognize our winners.

8) New Business and Announcements

Mary Newlin – Farmington Hills is working on the 50th Anniversary Celebration.

Jim Nash – Oakland County has several events going on including the art fish park event in Pontiac on June 10th. They will be out in the community at events in the summer.

Brian Spitsbergen – Michigan School of Psychology might be able to help with a mental health program.

Kristal Sexton – Saturday May 6th is the Asian American Pacific Islander Event at the 12 mile location between 12 – 4 p.m. May 18th they are doing a family community research fair with services they provide to families. This is a partnership with Farmington Youth Assistance, FPS, and the Friends of the Library. Summer reading starts in June.

Tammy Luty – She attended the Commission on Health meeting last month to see if we could partner with them on projects. They are also interested in working on mental health. They liked the rock painting project and might want to use this at an event in the future for their commission.

10) Public Comments

None

11) Adjournment

7:00 pm.

Jordan Scrimger, motioned to adjourn, and Marie Sarnacki seconded, motion carried unanimously.

Our June 1, 2023 meeting will be held at the Nature Center in the Maple and Oak rooms. All other meetings will start at 6 p.m. in the Community Room, Farmington Hills City Hall.

June 1, 2023

September 7, 2023

October 5, 2023

November 2, 2023

Minutes drafted by: Secretary Tammy Luty

MEETING MINUTES
FARMINGTON / FARMINGTON HILLS EMERGENCY PREPAREDNESS COMMISSION
JUNE 5, 2023
FARMINGTON HILLS CITY HALL – VIEWPOINT ROOM
31555 W. 11 MILE RD.
FARMINGTON HILLS, MI 48336

CALLED TO ORDER BY: CHAIR AVIE AT 5:02 PM

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

MEMEBRS ABSENT: SIEGRIST, CIARAMITRO, ECHOLS

OTHERS PRESENT: Houhanisin (FPS), J. Piggott (FHPD), J. Neufeld (FHFD), N. Yuskowatz (YMCA)

CITIZENS PRESENT: Alex and Mindy Doerr

APPROVAL OF AGENDA:

Motion by Hopfe, support by Sloan, to approve the agenda as submitted.
Motion carried unanimously.

APPROVAL OF MINUTES:

Motion by Wecker, support by Schertel, to approve March 6, 2023 meeting minutes as submitted.
Motion carried unanimously.

BUDGET ITEMS:

- Documentation for next FY budget has been submitted for approval
- Approx. \$2,300 remaining in current budget per J. Neufeld
- Recommend spending up to \$500 on EPC decal to provide a decal for Founders Festival literature.
- Recommend spending up to \$550 on Stop the Bleed training to purchase a leg prop
- Recommend spending up to \$500 on disposable Stop the Bleed training supplies (gauze, tourniquets, etc.)
- Recommend spending up to \$500 on a CPR Training Mannequin
- Approvals of recommendations are pending City suppliers and approvals

UNFINISHED BUSINESS:

- Women & Friends Self Defense Seminar – Schertel is following up with a local martial arts school to host a seminar at The Hawk. Hopefully scheduling this September.
- Tip of the Month openings in October & November
- Echols will create a sign up genius for the EPC booth at the Founders Festival

NEW BUSINESS:

- Founders Festival – EPC Booth will be in the Corewell Health Booth. Literature for distribution will be collected by Hopfe, Sloan, Sweeney. Avie will order EPC decals. Literature folders and stationary supplies will be purchased through FH City Purchasing.

COMMITTEE REPORTS: (none)

LIAISON REPORTS:

- **FPS (Houhanisin)** – This past Memorial Day parade was a success. The new joint command structure worked well. Big thank you and praise to FHPD’s K9 unit for their work along the parade route.
- **FHPD (Piggott)** – Plans for the City of Farmington Hills 50th anniversary are under way.
- **YMCA (Yuskowatz)** – 2023 fund raising golf outing has a new sponsor for this year’s tournament – details to be released soon.
- **Neufeld (FHFD)** – The mass casualty field exercise was successful. Lessons learned from the previous exercise were applied and new lessons learned have been documented. Thank you to all who participated.

PUBLIC COMMENT:

- Alex Doerr – Alex is working on his Emergency Preparedness merit badge for his Eagle Scout. Alex was invited to participate in the EPC booth at the Founder’s Festival.

COMMISSIONER COMMENTS: (none)

- **SWEENEY** – EPC Facebook page was discussed

NEXT MEETING DATE:

It was confirmed that the next meeting date is on Monday, July 10, 2023 in the Community Room.

ADJOURNMENT:

Chair Avie adjourned the meeting at 6:10 pm.

Minutes taken by M. Sweeney, drafted by Secretary Echols