



**Regular City Council Meeting
7:00 p.m., Monday, August 21, 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**
- 5. APPROVAL OF REGULAR AGENDA**
- 6. NEW BUSINESS**
 - A. RRRASOC General Manager Mike Csapo to Discuss Refuse Contract**
 - B. Election Equipment Room Lease**
 - C. Design Cost estimate for Shiawassee Walkway**
 - D. Consideration to appoint a delegate for the Annual MML Convention**
 - E. Sidewalk Program**
- 7. OTHER BUSINESS**
- 8. PUBLIC COMMENT**
- 9. CITY COUNCIL COMMENTS**
- 10. ADJOURNMENT**

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



Special Council Meeting
6:00 p.m., Monday, July 17, 2023
Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on July 17, 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 6:02 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

City Clerk Mullison
City Manager Murphy

2. APPROVAL OF AGENDA

Move to approve the agenda as presented.

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

3. PUBLIC COMMENT

Nadim Ezzeddine, 37016 Dunstable Court, Farmington Hills, stated that he and another student are taking a summer government course that requires them to attend a public meeting. Council welcomed them.

4. BOARD AND COMMISSION INTERVIEWS: LIBRARY BOARD

- A. 6:00 p.m.: Yevgeniya Gazman**
- B. 6:15 p.m.: Dilhara Muthukuda**
- C. 6:30 p.m.: Josh Morell**

Council interviewed three candidates for one open position as one of Farmington's representatives on the Library Board. One other candidate, Stefanie Messina, was interviewed on May 15, 2023. An appointment will be considered at a future meeting.

5. OTHER BUSINESS

City Manager Murphy brought in Scott Freeman, Civic Theater General Manager, to explain an intermittent problem with the specialized cinema server in the upstairs theater. He stated that it would cost \$8000 or less to replace but that it should be replaced soon as possible to avoid complete failure. Murphy suggested paying for it from Capital Improvement Millage fund. Discussion ensued about whether other projects already budgeted for the theater could be put off to be able to pay for the replacement servers, and about the possibility of replacing both servers at the same time, since they are at the same age now.

Move to authorize the City Manager to spend up to \$16,000 in order to purchase two servers to fix the movie theater.

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

Public Safety Director Houhanisin informed Council about three imminent resignations from his department and outlined what will be done to make up for the losses. He emphasized that the resignations were all unrelated and the result of favorable opportunities for the officers and not any issue within the department. Council was sympathetic to present hiring difficulties and let him know that he had their support.

6. COUNCIL COMMENT

No Council comment was heard.

7. ADJOURNMENT

Move to adjourn the meeting.

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

The meeting adjourned at 7:17 pm.

Sara Bowman, Mayor

Mary J. Mullison, City Clerk

Approval Date:



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

DRAFT

REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on July 17, 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 7:25 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

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

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

Dan Wecker, representative of the Emergency Preparedness Committee, gave the Tip of the Month: Have a Communication Plan.

4. APPROVAL OF ITEMS ON CONSENT AGENDA

- A. City of Farmington Minutes**
 - a. June 19, 2023 Special
 - b. June 19, 2023 Regular
- 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**

Move to approve the consent agenda as presented.

RESULT:	APPROVED AS PRESENTED [4-1]
MOVER:	Balk, Councilmember
SECONDER:	LaRussa, Mayor Pro Tem
NAYs:	Taylor

5. APPROVAL OF REGULAR AGENDA

Move to approve the regular agenda as presented.**

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

6. PRESENTATION/PUBLIC HEARINGS**A. City Building Infrastructure Report**

Christopher Ozog of OHM gave a brief overview on five city-owned sites: The Sundquist Pavilion, 9 Mile Retention Basin Pump Station, Gazebo in front of Farmington Place, the Farmington Civic Theater, and the Department of Public Works buildings. He reviewed the short-term, mid-term, and long-term priorities that had been identified and gave recommendations.

Schneemann asked for a comprehensive look at all of our facilities. He said he would like to have all the data in one spot on one spreadsheet, and Ozog agreed to put it together. Schneemann indicated that he knew it would be beyond the scope of the original request but stated that he was fine with an added cost for the document.

LaRussa asked about cost adjustment vs contingency. He asked for a more realistic basis to judge what may need to be done and a check of funds already planned from the long-term Capital Improvement Plan.

7. NEW BUSINESS

A. Recommended Additions to the Farmington Employee Manual

City Clerk Mullison outlined recommendations for additions to the Employee Manual that would address the Pregnant Workers Fairness Act and the Pump Act that were recently made law, as well as one other change in language to clarify a method of counting time used for the Family Leave Medical Act.

Move to add the Pregnant Workers Fairness Act and PUMP Act policy to the Farmington Employee Manual as presented.**

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

B. Second Reading of Ordinance to Amend Chapter 18, Massage Facilities

City Manager Murphy reported that there had been no changes to the proposed ordinance amendment since the First Reading.

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

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

C. Proposed Text Amendment Chapter 25: Signs – First Reading

Director Christiansen introduced a first reading of an amendment to the city’s sign ordinance that pays particular attention to temporary signs and ensures that no content-based regulations are included.

Schneemann asked to have a study session on this change before any decision is made. He asked to table the ordinance amendment until it can be studied further. Discussion ensued about non-conforming signs and their disposition.

Council tabled the topic to be brought back as a study session.

D. 2022 Road Improvements

Superintendent Eudy requested approval for a change order and a construction estimate in conjunction with the 2022 Road Improvement project.

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.**

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

E. 33825 Grand River Abatement

Eudy recommended abatement at the property because asbestos containing material had been found in an Asbestos Survey that was completed last month. The demolition contractor can begin as soon as the abatement is completed.

Move to award abatement to Federal Environmental Contracting Inc. for 33825 Grand River Avenue in the amount of \$12,000 plus 15% contingency, totaling \$13,800.

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

F. Consideration To Approve Resolution to Join MiWARN

MiWARN is a Water/Wastewater 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. Several surrounding communities are members of MiWARN. Membership in MiWARN would not require Farmington to assist other communities during emergencies but if equipment, supplies, or personnel are available it could be provided to a community in need.

Move to approve resolution for the City of Farmington to join Michigan Water/Wastewater Agency Response Network (MiWARN).**

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

G. Patrol Rifle Purchase

Director Houhanisin reported that 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.

Move to authorize the purchase of six (6) Sig MCX AR-15 patrol rifles from Vance’s Law Enforcement in the amount of \$18,628.74.**

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

H. Purchase of Two New Patrol Cars

Houhanisin detailed the current difficulties and expense of obtaining Ford Explorers as patrol vehicles and requested permission to purchase two Chevrolet Tahoes for this year’s replacements. Discussion ensued on availability and change of fleet, larger maintenance costs, and Houhanisin noted that unused fund balance could be used to absorb the increase in cost.

Move to approve the purchase of two (2) 2023 Chevrolet PPV Utility Vehicles and outfit them with equipment.**

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

8. OTHER BUSINESS

Murphy asked for a Special meeting to approve Robertson' Brothers LLC PUD plan and agreement on July 24, 2023 at 6:30 pm. Council agreed.

9. CLOSED SESSION – REVIEW OF EMPLOYMENT APPLICATIONS

Move to enter closed session to review employment applications for City Clerk.

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

Council entered closed session at 8:21 pm.

Move to exit closed session.

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

Council exited closed session at 9:21 pm.

Move to have the City Manager move forward with contacting candidates A and C for interviews.

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

10. PUBLIC COMMENT

No public comment was heard.

11. CITY COUNCIL COMMENT

No Council comment was heard.

12. ADJOURNMENT

Move to adjourn the meeting.

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

Meeting adjourned 9:22 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.



Special Council Meeting
6:30 p.m., Monday, July 24, 2023
Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on July 24, 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 6:31 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

City Clerk Mullison
City Manager Murphy
City Attorney Schultz

2. APPROVAL OF AGENDA

Move to approve the agenda as presented.

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

3. PUBLIC COMMENT

No public comment was heard.

4. CITY CLERK INTERVIEWS:

- A. 6:30 p.m.: Halley Hilton**
- B. 7:15 p.m.: Meaghan Bachman**

Council interviewed two candidates for the position of City Clerk. The current City Clerk, Mary Mullison, will be retiring on August 31, 2023.

5. OTHER BUSINESS

No other business was heard.

6. COUNCIL COMMENT

LaRussa asked about time frame for a hiring decision and discussion ensued. A special meeting was set for July 26, 2023 at 6:00 pm to discuss the interviews and decide which candidate will be offered the position.

7. ADJOURNMENT

Move to adjourn the meeting.

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

The meeting adjourned at 8:00 pm.

Sara Bowman, Mayor

Mary J. Mullison, City Clerk

Approval Date:



Special Council Meeting
8:00 p.m., Monday, July 24, 2023
Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on July 24, 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 8:08 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 Christiansen
Superintendent Eudy
City Clerk Mullison
City Manager Murphy
City Attorney Schultz

2. APPROVAL OF AGENDA

Move to approve the agenda as presented.

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

3. PUBLIC COMMENT

Chuck Allore, 23609 Warner, spoke about the view of the back of the condos at Hillside Townes from the parking lot and asked if a green barrier could be included in the plan.

Rick Gundlach, 23700 Warner, was concerned about the variances allowed in the proposed PUD agreement. He had a particular concern about the landscape buffer zone between his backyard and the pathway. [See attached letter appended, as allowed by Mayor Bowman].

4. REVIEW AND CONSIDERATION OF MAXFIELD TRAINING CENTER (MTC) PUD AGREEMENT AND PUD PLAN

Director Christiansen began a report to introduce a request for approval of the proposed PUD agreement for the Maxfield Training Center property. Tim Loughrin, Director of Land Acquisition from Robertson Brothers LLC, walked council through changes in the plan that had been previously presented.

Austin Downie and Matt Parks of OHM and Darian Neubecker, Chief Operating Officer of Robertson Brothers LLC were also present.

The City signed a Purchase Agreement with Robertson Brothers for the sale and development of the Maxfield Training Center and two residential parcels effective August 31, 2021. There have been four amendments to the Agreement so far, all extending dates for various actions required under the Agreement. The Developer has submitted the required PUD application and has received recommendations of approval from the Planning Commission and DDA Design Committee. The last Planning Commission meeting occurred in November 2022. The City Council tentatively approved the PUD Plan on May 24, 2023, subject to drafting of an acceptable PUD Agreement. Council was presented with a slightly revised PUD Plan incorporating previous Council and City staff and consultant comments, as well as a draft PUD Agreement.

Questions asked of Loughrin included anticipated dates going forward including closing, final incentives, lanterns on elevations, delineating the individual units to express the individual elements, a tie in with the future pathway, easement agreements versus ownership, art park control, and power poles. Council requests included landscaping buffers on the west side between a walkway and a resident's yard and between the development and the church parking lot, an art easement, and a final review of colors and treatments of the side of the project visible from Warner Street. Attorney Schultz noted the conditions Council wanted added. Council indicated their individual support of the PUD moving forward.

**Move to grant approval of the request of Robertson Brothers (Robertson Hillside Townes, LLC) for approval of a Planned Unit Development (PUD), including the proposed PUD Plan and PUD Agreement, subject to any changes and/or conditions as discussed at the City Council meeting, with any final minor alterations to the PUD Plan and/or PUD Agreement required in the determination of the City Manager and City Attorney to be incorporated by the City Attorney's office for the benefit of the residents prior to the execution of the final PUD Agreement, including the following as presented:
This motion is made on the basis of the findings set forth in the PUD Agreement and upon the assumption that all conditions and requirements of this motion and the PUD**

Agreement, including, but not limited to, the approval of the Brownfield Plan and DDA TIF Plan, will be satisfied. This motion and this approval are also specifically subject to and conditioned upon the following:

1. This PUD Plan and PUD Agreement approval shall not take effect until the following additional actions or approvals occur as contemplated in the Agreement to Purchase and Develop Land, dated August 31, 2021, as amended (“Purchase Agreement”) between the City and Robertson Bros:
 - a. Final approval of a Brownfield Redevelopment Plan and Act 381 Plan by all applicable local and state agencies, upon terms and conditions acceptable to the City.
 - b. Final approval by the City and all applicable local and state agencies, upon terms and conditions acceptable to the City of a DDA TIF Plan.
 - c. Final approval of the items required prior to Closing in the Purchase Agreement.
2. The PUD Agreement may not be signed or recorded, and this PUD approval will therefore not be considered to be effective for any purpose until the requirements in Item 1 subsections a through c above have been completed and satisfied.
3. Because the satisfaction of the requirements in Item 1 subsections a through c above are necessary to the findings of the Council, the PUD Agreement shall only be signed and become effective concurrent with the Closing on the sale of the property pursuant to the Purchase Agreement.

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

5. OTHER BUSINESS

No other business was heard.

6. COUNCIL COMMENT

No Council comment was heard.

7. ADJOURNMENT

Move to adjourn the meeting.

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

The meeting adjourned at 9:15 pm.

Sara Bowman, Mayor

Mary J. Mullison, City Clerk

Approval Date:

Appended per Mayor Bowman:

**Special Meeting on Hillside Townes Development
City Council, Farmington, MI
July 24, 2023**

The tentative agreement from Robertson Brothers Homes is proposing three variances on p. 4, as shown below.

3. Authorized Deviations from Zoning Ordinance Standards. *The following deviations from the standards of the Zoning Ordinance are hereby authorized pursuant to Section 35-134(A) of the City's Zoning Ordinance:*

1. *Rear setback as follows: a. 24' to north property line (25 feet required)*
2. *Setback to Residential as follows: a. 24' to north property line (30 feet required)*
3. *Waiver of landscape buffer zone between multiple-family and single-family uses and institutional/single-family uses.*

We would like to the third variance, which appears to apply to our property at 23700 Warner Street specifically. We actually share a lot line more than 200' long with the north boundary of the MTC site. Our concern is that, without a buffer zone, people walking along the "pathway to the park" will wander into our yard, thinking it is part of Shiawassee Park. For years, we have had problems with trespassers (particularly young people) coming in and out of our backyard, either from Shiawassee Park or the MTC property. We have even found people picnicking in our yard. They seem to think our yard is part of the park.

When the MTC property is cleared to create the pathway to the park, access to our yard will be further open to trespassers. By waiving the requirement to provide a buffer between our yard and Hillside Townes, our property will be more vulnerable. The buffer zone requirement cited in the city ordinance, section 35-184C of Article 15, dictates landscaping with bushes and trees, and or a wall. These features provide protection against the exposure described above, and we think that waiving the ordinance is not appropriate.

In past presentations, Robertson Brothers Homes has included notations in their drawings indicating that they will be working with the neighbors on the north lot line. We have also discussed such arrangements with Mr. Loughrin. He has specifically offered to work with us, and we are pleased about his offer. Just the same, we would like to see language included in the proposed agreement that provides some kind of buffer arrangement that protects our property.

Thank you for your consideration.

Rick and Jane Gundlach
23700 Warner Street
Farmington, MI



Special Council Meeting
6:00 p.m., Wednesday, July 26, 2023
Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on July 26, 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 6:10 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

City Clerk Mullison
City Manager Murphy
City Attorney Kolb

2. APPROVAL OF AGENDA

Move to approve the agenda as presented.

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

3. PUBLIC COMMENT

No public comment was heard.

4. DISCUSSION AND CONSIDERATION REGARDING APPOINTMENT OF FARMINGTON CITY CLERK

On July 24, 2023 Council interviewed two candidates for the position of City Clerk: Halley Hilton and Meaghan Bachman.

Following discussion, Council decided to appoint Meaghan Bachman as City Clerk to replace Mary Mullison, who will be retiring on August 31, 2023.

Move to have the City Manager extend an offer to Meaghan Bachman for the position of City Clerk.

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

5. OTHER BUSINESS

No other business was heard.

6. COUNCIL COMMENT

No Council comment was heard.

7. ADJOURNMENT

Move to adjourn the meeting.

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

The meeting adjourned at 6:30 pm.

Sara Bowman, Mayor

Mary J. Mullison, City Clerk

Approval Date:



Special City Council Meeting
6:30 p.m., Monday, August 7, 2023
Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on August 7, 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 6:34 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

Director Christiansen
Superintendent Eudy
Executive Director Knight
City Clerk Mullison
City Manager Murphy
City Attorney Schultz
Director Weber

2. APPROVAL OF AGENDA

Move to approve the agenda as presented.**

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

3. PUBLIC COMMENT

No public comment was heard.

4. CONSIDERATION OF BROWNFIELD PLAN FOR MAXFIELD TRAINING CENTER (HILLSIDE TOWNES)—MAXFIELD TRAINING CENTER/ROBERTSON BROS

The north portion of the property (north of Thomas Street) has a history as far back as the 1880s as a school building, with the main structure of the current building constructed in 1940, including a boiler room with a concrete underground coal bin. Over the ensuing years, additions were made to the building, including underground heating oil storage tanks. The Farmington School District ceased operations on this north portion of the property in 2011. This portion of the property consists of 58,675 square feet of unoccupied space and related surface parking across the site. The surrounding area is mixed-use and the portions of the property south of Thomas Street were historically used for residential purposes. Contaminants above Michigan Department of Environment, Great Lakes, and Energy ("EGLE") criteria were reported along with the potential existence of an underground gas tank. The determination of Facility status is due to the identified contaminants found on 33000 Thomas Street and 33107 Thomas Street. The remaining parcel of the property is adjacent and contiguous.

Move to open a Public Hearing.**

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

Public hearing was opened at 6:38 pm. No public comment was heard.

Public hearing was closed at 6:38 pm.

Move to adopt the resolution approving the provisions of a Brownfield Plan as recommended by the Farmington Brownfield Redevelopment Authority for the redevelopment of the Maxfield Training Center Redevelopment Project – Hillside Townes and Associated Parcels located in Farmington, Michigan, for the following “eligible activities” required for the Hillside Townes PUD as listed:

1. **Pre-Approved Activities include a Phase I and II Environmental Site Assessment (ESA), baseline environmental assessment, and due care investigation required as part of the transaction due diligence conducted on the Property at an estimated total cost of \$43,502.**
2. **Department Specific Activities include removal of contaminated soils, off-site disposal of hazardous materials in a licensed disposal facility and backfill of excavated areas.**
3. **Asbestos Assessment and Removal. A pre-demolition hazardous materials assessment of the former Maxfield Training Center building and two homes for the presence of hazardous materials including asbestos, mercury vapor light tubes, and PCB-containing light ballasts in the building and the proper**

removal and disposal of asbestos containing materials prior to the demolition of the buildings.

4. Demolition. The building and all site improvements on both parcels will be removed, properly disposed of, and backfilled. Materials will be recycled to the extent reasonably practical.
5. Preparation and Implementation of the Brownfield Plan and Act 381 Work Plan and associated activities.
6. A 15% contingency of \$242,917 is provided to address unanticipated environmental, demolition and/or other costs or conditions that may be encountered prior to or during the implementation of eligible activities. The contingency amount is not based on the cost of Pre-Approved Activities and Preparation and Implementation of the Brownfield Plan and Act 381 Work Plan.
7. Interest will be paid on the unreimbursed eligible costs pursuant to the terms of a reimbursement agreement between the BRA and Developer.

All activities are intended to be "Eligible Activities" under Act 381. The total estimated cost of Eligible Activities subject to reimbursement from tax increment revenues is \$2,959,497, including contingency and interest. Therefore, the total cost for reimbursement to the applicant is a not-to-exceed amount of \$2,959,497, unless the Plan is amended and approved by the BRA and City of Farmington City Council. A portion of the Eligible Activities is expected to be reimbursed to Developer pursuant to an agreement between Developer and the City of Farmington Downtown Development Authority (the "DDA"). Any Eligible Activities reimbursed under such agreement shall not be reimbursed with the proceeds of tax increment revenues captured pursuant to this Plan.

This approval is subject to the terms and conditions of the Planned Unit Development (PUD) Agreement between the City of Farmington and Robertson Hillside Townes in connection with the subject development and to approval of and entry into all intergovernmental agreements relating to Brownfield activities and DDA TIF activities determined to be necessary and appropriate by the City.**

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

5. CONSIDERATION OF APPROVAL OF DDA TIF APPLICATION FOR HILLSIDE TOWNES PROJECT BY ROBERTSON HILLSIDE TOWNES, LLC, AS RECOMMENDED BY THE DDA

On July 24, 2023, City Council approved the development of Hillside Townes as a planned unit development with 53 for sale condominium units and various other improvements and amenities. City Council also approved a PUD Agreement that contemplates the developer receiving certain Brownfield credits and DDA TIF credits to be used in connection with the proposed development.

Robertson Brothers LLC submitted its application for DDA TIF assistance. The DDA TIF Application Committee met on July 17, 2023, and recommended approval of the request to the full Board. The full DDA Board met on August 2, 2023, and approved the application.

Move to approve DDA TIF Application for Hillside Townes, subject to the terms and conditions of the Planned Unit Development (PUD) Agreement between the City of Farmington and Robertson Hillside Townes, LLC, in connection with the subject development and to approval of and entry into all intergovernmental agreements relating to Brownfield activities and DDA TIF activities determined to be necessary and appropriate by the City.**

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

6. HARVEST MOON SPECIAL EVENT LICENSE AND THE SYNDICATE

Executive Director Knight explained that a special license was needed to allow permittees with Special Licenses for events to sell alcohol within the Social District if an exclusive area within the Commons Area is designated for that event alone.

Move to approve a resolution establishing Social District Commons Area that will be utilized exclusively for the Harvest Moon Festival during the effective period of the Special License.**

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

7. SIDEWALK INVESTMENT INCENTIVE – CANNELLE

Knight reported that the sidewalk area east of 33304 Grand River qualified for replacement under the city sidewalk maintenance program in August 2022 by city engineering consultant OHM. The season ended before replacement, and new owner Matt Knio of Golden Wheat Bakehouse/Cannelle submitted plans proposing significant upgrades for outdoor seating, incorporating removal and reinstallation of all current fixtures and design elements in public space. The DDA Design Committee and Planning Commission reviewed and approved the upgrade to public space through site plan review. Through a use license agreement, Cannelle was permitted to alter the ROW and reconstruct a new outdoor space using design vocabulary recommended for downtown standards. Knight requested reimbursement for completed work toward private investment in public space for the improved ROW space at Cannelle. These funds have been identified as eligible for ratification by City Council from the FY 2022-23 budget.

Move to ratify payment to reimburse investment in ROW improvement by Golden Wheat Bakehouse/ Cannelle by Matt Knio sidewalk in the amount of \$16,800.**

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

8. CONSIDERATION TO AUTHORIZE PURCHASE OF REPLACEMENT PICK-UP FOR DPW

Superintendent Eudy recommended accepting a quote from Todd Wenzel Buick GMC for the current Fiscal Year funds allocated for the replacement of DPW truck #16.

Move to authorize the purchase of a 2024 GMC 2500 HD four-wheel drive extended cab pick-up with an eight-foot Western snowplow blade from the MiDeal GMC vendor.**

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

8. FARMINGTON CITY HALL - INTERIOR PAINT

City Manager Murphy noted that City Hall’s interior paint has started to show signs of wear and tear due to the passage of time and frequent use. Repainting was included in last year’s budget, but he requested that the expense be rolled to the 2023-24 budget, with a budget amendment to follow at a subsequent meeting.

Move to approve the quote from Z Painting to paint the interior of City Hall – the administration portion - not to exceed \$15,000.**

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

10. LIBRARY BOARD APPOINTMENT

At its July 17 Special Council Meeting, City Council interviewed three candidates for a vacancy on the Farmington Community Library Board; Council also interviewed on other candidate at it June 20 meeting. The candidates include Stefanie Messina, Yevgeniya Gazman, Dilhara Muthukuda, and Josh Morell.

Move to appoint Dilhara Muthukuda to the Farmington Community Library Board of Directors for a 4-year term, July 17, 2023 – June 30, 2027.**

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

11. OTHER BUSINESS

City Manager Murphy passed out the agenda for tomorrow's joint meeting with Farmington Hills City Council and the Farmington Public School Board, and also asked for approval for renovation of the grounds in Women's Park. Discussion was had about possible Phase I and Phase II concepts.

Move to award the contract for the Women's Park renovation to Willson-Swykert Lawn and Landscape Maintenance, 1872 Sun Island View, Commerce Township, Michigan, 48390 on the amount of \$57,000 even.**

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

12. CITY COUNCIL COMMENT

Bowman commented on tomorrow's joint meeting with the Farmington Public School Board and Farmington Hills City Council. She also

Taylor gave an update on upcoming Bicentennial Committee activities and meetings.

LaRussa reported on SEMCOG activities including their Safe Streets for All awards and the new SEMCOG dashboard tool.

Bowman remarked on the S.A.F.E. softball tournament that was held last weekend. The City/Chamber of Commerce team lost to the School Bus Drivers team after wins over two teams.

13. ADJOURNMENT

Move to adjourn the meeting.

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

Meeting adjourned 7:30 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.

**JOINT MEETING MINUTES
FARMINGTON BOARD OF EDUCATION
FARMINGTON HILLS CITY COUNCIL
FARMINGTON CITY COUNCIL**

**Maxfield Education Center
32789 W. Ten Mile
Farmington, Michigan
Tuesday, August 8, 2023
6:45 pm**

The Special Joint meeting of the Farmington and Farmington Hills City Councils and Farmington Public Schools' Board of Education was called to order by President Cheryl Blau at 6:46 p.m.

President Blau welcomed everyone to the meeting, and each respective entity introduced the Board members, Councilmembers, administrators, and city staff who were present.

Present at the meeting:

Farmington Board of Education Members: President Cheryl Blau, Vice President Claudia Heinrich, Secretary Zach Rich, Treasurer Terri Weems, Trustees Mable Fox, Angie Smith, and Donald Walker.

Absent: None

Other Farmington Public Schools' Representatives: Chris Delgado, Superintendent; Kelly Coffin, Assistant Superintendent, Innovation and Strategic Projects; Diane Bauman, Director of School/Community Relations and Pupil Accounting; Jon Barth, Director of Facilities Management; Cathy Staran, Executive Assistant

Farmington Hills City Council: Mayor Vicki Barnett, Mayor Pro-Tem Randy Bruce, Councilmembers Michael Bridges, Jackie Boleware, Valerie Knol, and Ken Massey

Absent: Councilmember Mary Newlin

Other Farmington Hills City Officials: Jeff King, Chief of Police; Gary Mekjian, City Manager; Pam Smith, City Clerk; Carly Lindhal, Deputy City Clerk; Steve Joppich, City Attorney; Vickie Sullen-Winn, Director of Communications and Community Engagement.

Farmington City Council: Mayor Sara Bowman, Mayor Pro Tem Joe LaRussa, Councilmembers Johnna Balk, and Steven Schneemann

Absent: Councilmember Maria Taylor

Other City of Farmington Officials: Bob Houhanisin, Director of Public Safety; David Murphy, City Manager; Mary Mullison, City Clerk

PUBLIC COMMENTS: Public comments were shared.

FARMINGTON PUBLIC SCHOOLS' UPDATE

Superintendent Chris Delgado reported that during the summer, the school district is busy with various educational programs, including ESY (Extended School Year) for special education students, summer school, and educational camps. This time is also used for reviewing, evaluating, and planning for the upcoming school year, including conducting program evaluations, analyzing academic achievement results, and aligning funding with intervention programs and staff training. Additionally, the district has added Math & Literacy positions at the elementary and middle levels, Targeted Tutoring programs, and specialized summer training for teachers in literacy interventions.

The District's focus areas include safety, security, infrastructure enhancements and training, Bond upgrades to buildings, K-2 Foundational Literacy, K-12 Multi-Tiered Systems of Support, Vision & Mission alignment with Lifelong Learner Profile, marketing and rebranding campaign (partnership opportunity with Cities), D.E.I. efforts encompassing hiring practices, curricular resources, and feedback loops, and re-imagining High School.

Our graduates are promised to embody the District's Vision, Mission, and Profile of a Lifelong Learner.

Dr. Delgado suggested ways for the cities to support schools: continue and expand School Resource Officers, aid homeless and impoverished families, connect students to internships and jobs, and maintain and grow Oakland Community College. He also encouraged volunteering as a tutor, especially literacy/numeracy support, eliminating construction project "red tape," attending public school events, and speaking positively about schools as an Ambassador.

CITY OF FARMINGTON UPDATE

Mayor Sara Bowman provided an update for the City of Farmington, sharing that Farmington is a strong community with over 11,000 residents and 2.7 square miles. Many new homes are being built to bring new families to the community. For example, the Liberty Hill subdivision has sold all 14 newly constructed houses. The Maxfield Training Center will be redeveloped into 53 condos, and the American Legion building on the Grand River will be redeveloped into 32 high-end luxury townhomes.

In addition to housing growth, new businesses have moved into Farmington, including Bob's Big Boy, LaPecora Nera Italian Deli, Cannelle Patisserie, Kymi Greek Grill, and Savvy Sliders, to name a few. Also, coffee shops like Ground Control Roasters, Apothecary Espresso & Coffee, and nail salons have opened up in the community. The Blue Hat Coffee, Heights Brewery, and Taques Bar and Grill will come soon.

The City has plans to celebrate its Bicentennial in 2024.

The Mayor discussed The Hawk's Makerspace, where community members and students can create their products.

Two city council members are employed at Oakland Community College, which offers Police Academy and Apprenticeship Programs. Additionally, Michigan Reconnect Program provides scholarships that cover in-district community college tuition.

Director Bob Houhanisin of the Public Safety Department discussed School Resource Officers (SRO). Rotating officers will temporarily replace the Farmington High School SRO until the officer returns in January.

CITY OF FARMINGTON HILLS UPDATE

Mayor Vicki Barnett announced that the City of Farmington Hills had hired Vickie Sullen-Winn as the Communications Director. The director will handle all communications from the City and explore potential partnerships with schools. LaToya Harvey was selected as the Director of Diversity, Equity, Inclusion, and Employee Development. Her goal is to ensure that the staff reflects the community's diversity.

The City is updating its master plan, with improvements to the Grand River Corridor and collaboration with West Bloomfield on the Orchard Lake Rd and 14 Mile Rd area. The Gateway will be redeveloped with high-end apartments, Smart Bus transportation directly to Detroit, and a transportation hub. Parks & Recreation is upgrading facilities like the Spicer House while following Historic Guidelines. The City aims to maximize building use.

The City is working to provide high-speed, full-service broadband internet at low or no cost within Farmington Hills and Farmington.

Mayor Barnett discussed The Hawk's Makerspace, which offers students and community members tools for creating products, job training, and business resources.

Chief Jeff King of Farmington Hills Police Department discussed the T.E.A.M. training that all School Resource Officers must complete. The training focuses on promoting responsible citizenship, making schools and communities safer, and teaching students about school violence, bullying, harassment, and safety. Officers who complete the training can teach the T.E.A.M. curriculum to students. This program helps to build a stronger relationship between law enforcement and students. Additionally, FHPD is fully staffed and is considering adding additional School Resource Officers for the schools. FHPD also provides active assailant training to the school district and area businesses.

The three entities discussed supporting each other's initiatives and opportunities for overlap. For example, a united voice between FPS, the City of Farmington, and the City of Farmington Hills could have a more significant impact on addressing extended power outages with DTE. Other areas of overlap included school safety, crisis response, shared communications, and Oakland Community College.

ADJOURNMENT: The meeting adjourned at 8:16 p.m.

Respectfully submitted by:
Zach Rich
Secretary, Board of Education

CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

MONTH OF JULY 2023

FUND #	FUND NAME	AMOUNT:
101	GENERAL FUND	\$ 285,963.88
202	MAJOR STREET FUND	\$ 3,271.08
203	LOCAL STREET FUND	\$ 32,332.89
285	AMERICAN RESCUE ACT	\$ 10,282.93
401	CAPITAL IMPROVEMENT MILLAGE	\$ 110,663.00
592	WATER & SEWER FUND	\$ 375,806.14
595	FARMINGTON COMMUNITY THEATER FUND	\$ 27,722.14
640	DPW EQUIPMENT REVOLVING FUND	\$ 4,381.54
701	AGENCY FUND	\$ 969.00
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 27,789.86
	TOTAL CITY PAYMENTS ISSUED:	\$ 879,182.46
136	47TH DISTRICT COURT FUND	\$ 114,837.44
243	BROWNFIELD REDEVELOP AUTHORITY	\$ 9,650.00
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 75,952.24
	TOTAL OTHER ENTITIES PAYMENTS ISSUED:	\$ 200,439.68
	TOTAL PAYMENTS ISSUED	\$ 1,079,622.14

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

CITY OF FARMINGTON - ACH PAYMENTS REPORT

MONTH OF JULY 2023

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
Agency Tax	Farmington Public Schools	Tax Payment #1	473,176.15
Agency Tax	Oakland County	Tax Payment #1	947,577.49
Agency Tax	Farmington Comm. Library	Tax Payment #1	59,136.53
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	301,732.07
General Fund	Federal Gov't	W/H & FICA Payroll	153,214.84
General Fund	MERS	June Transfer	100,940.42
General Fund	MERS HCSP	June Transfer	6,101.36
General Fund	MERS	457 Plans - City & Dept. Head	25,106.53
General Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,888.30
	TOTAL CITY ACH TRANSFERS		2,068,873.69
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	91,157.31
Court Fund	Federal Gov't	W/H & FICA Payroll	30,700.17
Court Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,473.00
Court Fund	ICMA	Health Savings/401 Accounts	7,568.72
Court Fund	The HSA Authority	Health Savings Account	3,625.80
	TOTAL OTHER ENTITIES ACH TRANSFERS		134,525.00



Farmington Public Safety Department

Public Safety Director Bob Houhanisin

July 2023 Public Safety Incidents

Felonious Assault

On 07/05/2023, at approximately 1:00 am, Farmington Public Safety responded to the Chatham Hills Apartments on a report of a felonious assault where the victim reported a gun was pointed at them during a dispute. The investigation led to the arrest of a 39-year-old black male from Farmington. The suspect was arraigned before the 47th District Court and was released on personal bond pending the next court hearing.

Larceny From Auto

On 07/06/2023, a Farmington resident reported that they were a victim of a larceny from auto where personal property was stolen from their vehicle sometime overnight on July 2nd, 2023. A suspect was arrested by officers from the Farmington Hills Police department for an larceny that occurred in their jurisdiction. During the arrest, the suspect was in possession of personal property stolen from the Farmington resident's vehicle. Members from the Farmington public Safety and the Farmington Hills Police Department are working together during this investigation.

Dangerous Drugs

On 07/07/2023, at approximately 9:00 pm, Farmington Public Safety conducted a traffic stop near the area of Floral Street and Astor Street. An investigation led to the arrest of a 41-year-old white female from Farmington for possession of crack cocaine and drug paraphernalia. In addition, a 39-year-old white male from Farmington was also arrested for possession of crack cocaine and drug paraphernalia. Both were released on personal bond pending their next court date.

Flee and Elude

On 07/09/2023, at approximately 2:00 am, a Farmington Public Safety Officer was on patrol around Grand River and Nine Mile when they observed a red Ford Edge with an inoperative brake light. The officer attempted to conduct a traffic stop on the vehicle; however, the driver fled from the officer at a high rate of speed disregarding a red light. The officer terminated the pursuit for the safety of the public. The case was turned over to the detective bureau for further investigation.

Forgery of Checks

On 07/15/2023, a Farmington resident came to the front desk of the Farmington Public Safety Department to report that on July 14th, they mailed a check for \$135.78 using a public mailbox. They were notified by their bank that the check had been stolen, altered, and cashed for \$13,496.76. The victim is currently working with their bank to have the money refunded.



Forgery of Checks

On 07/15/2023, a Farmington resident came to the front desk of the Farmington Public Safety Department to report that on July 14th, they mailed a check for \$60.00 using a public mailbox. They were notified by their bank that the check had been stolen, altered, and cashed for \$5,689.38. The victim is currently working with their bank to have the money refunded.

Attempt Arson / B&E Residence

On 07/23/2023, at approximately 4:30 PM, officers responded to a vacant home on the 23000 block of Lilac St for a report of a residential breaking and entering. A realtor and cleaning company discovered that the back door to the home had been kicked in and was laying on the floor. They also discovered that the house was very hot inside. They found that the electric stove top burners were all turned on. The oven was also turned on with the oven door open. There was a paint can and several other items inside the oven. The scene was processed for evidence and the case was turned over to the detective bureau for further investigation.

Fraud – Illegal Use of Credit Card

On 07/20/2023, at approximately 8 PM, a Farmington resident came to the front desk of this department to make a report for credit card fraud. The victim stated they were expecting a new Home Depot credit card to be mailed to them but they never received it. They received an email stating a \$9,497.82 online order was placed for building supplies using the credit card. The email included a delivery address in Highland Park. The victim is working with Home Depot to cancel the credit card. The case was turned over to the detective bureau for further investigation.

Larceny from Auto

On 07/18/2023, at approximately 9:30 PM, a Farmington resident came to the front desk of this department to make a larceny from auto report. The victim stated that on 07/15/2023 at 9 PM, they parked their vehicle in the driveway of their residence on the 31000 block of Lamar. The next day, they discovered their backpack, laptop, and files were missing from the vehicle. The victim stated the vehicle was left unlocked.

B&E – Non-Residence

On 07/17/2023, at approximately 1:40 AM, officers responded to an alarm at a business on the 33000 block of Eight Mile. Upon arrival, they found the front door smashed. The manager made the scene and confirmed the only thing stolen was a safe that contained gold, silver, and \$15,000 in cash. The case was forwarded to the detective bureau for further investigation.

Animal Ord-Harbor Vicious animal

On 07/30/2023 a Farmington resident reported her Australian Shepherd dog was bit by her neighbors Pit Bull. The Pit Bull dug a hole under the fencing that separates their properties and bit the Australian Shepherd on its mouth causing a broken jaw. After several failed attempts to contact the Pit Bull's owner and with the permission of the city prosecutor a citation was issued to the 40-year-old female owner of the Pit Bull for harboring a dangerous animal, dog running at large and for violation of an animal license.



Larceny-From Building

On 07/29/2023 a Farmington resident came to the front desk to report a FedEx package was stolen from his front porch between 1009 hours and 1830 hours. The package contained a Dell laptop computer valued at \$1,106. A search of the area revealed no security cameras in the area. The resident was advised to make a police report in order to receive a replacement.

OWI II

On 07/29/2023, at approximately 0300 hours, an officer observed a Jeep Cherokee traveling at 57- mph in a 40-mph zone. A traffic stop was conducted at 9 Mile and Folsom. The officer detected an odor of intoxicants coming from the interior of the vehicle. The 41-year-old female driver was returning home from a Detroit casino. The driver failed sobriety tests with a PBT of .17(0). The driver was arrested for OWI. A subsequent breath test at the station revealed a BAC of .16/.16. The driver had a previous OWI conviction out of Allen Park in 2017.

Storm Damage

On 07/26/2023, a Farmington resident reported a large tree branch fell on her vehicle during a storm causing extensive damage to her front windshield. The report was needed for insurance purposes.



Crime Part	Crime Category	Jul-2023	Jun-2023	Percent Change	Jul-2022	Percent Change	YTD 2023	YTD 2022	Percent Change
A	ARSON	1	0	-	0	-	1	1	0.0%
A	ASSAULT - AGGRAVATED	1	1	0.0%	0	-	3	3	0.0%
A	ASSAULT - SIMPLE	0	4	-100.0%	3	-100.0%	19	19	0.0%
A	BURGLARY - ALL OTHER	1	1	0.0%	0	-	6	0	-
A	BURGLARY - RESIDENTIAL	1	0	-	0	-	1	1	0.0%
A	DAMAGE TO PROPERTY	2	3	-33.3%	3	-33.3%	10	12	-16.7%
A	DRUG OFFENSES	2	0	-	2	0.0%	4	13	-69.2%
A	EMBEZZLEMENT	0	0	-	0	-	0	3	-100.0%
A	EXTORTION - BLACKMAIL	0	0	-	1	-100.0%	0	1	-100.0%
A	FORGERY / COUNTERFEITING	4	2	100.0%	0	-	8	2	300.0%
A	FRAUD	2	3	-33.3%	1	100.0%	18	20	-10.0%
A	INTIMIDATION / STALKING	2	1	100.0%	0	-	7	1	600.0%
A	LARCENY - ALL OTHER	2	1	100.0%	3	-33.3%	13	12	8.3%
A	LARCENY - FROM AUTO (LFA)	3	2	50.0%	1	200.0%	17	18	-5.6%
A	LARCENY - RETAIL FRAUD	0	1	-100.0%	0	-	3	2	50.0%
A	MOTOR VEHICLE THEFT / FRAUD	0	3	-100.0%	2	-100.0%	7	3	133.3%
A	ROBBERY	0	0	-	0	-	1	0	-
A	SEX CRIME (VIOLENT)	0	0	-	0	-	0	2	-100.0%
A	STOLEN PROPERTY	0	0	-	0	-	2	2	0.0%
A	WEAPONS OFFENSE	0	0	-	2	-100.0%	6	11	-45.5%
A	Total	21	23	-8.7%	18	16.7%	127	126	0.8%
B	ACCIDENT - HIT & RUN	0	0	-	0	-	1	1	0.0%
B	ALL OTHER OFFENSES	3	1	200.0%	0	-	12	8	50.0%
B	BURGLARY - ALL OTHER	0	0	-	0	-	2	0	-
B	FAMILY OFFENSE	1	1	0.0%	0	-	4	2	100.0%
B	FRAUD	0	4	-100.0%	0	-	7	6	16.7%
B	HEALTH AND SAFETY	1	0	-	0	-	4	1	300.0%
B	LIQUOR LAW VIOLATION	3	3	0.0%	3	0.0%	22	20	10.0%
B	OBSTRUCTING JUSTICE	2	5	-60.0%	5	-60.0%	28	17	64.7%
B	OBSTRUCTING POLICE	1	0	-	0	-	8	9	-11.1%
B	OUI OF LIQUOR / DRUGS	12	12	0.0%	16	-25.0%	82	83	-1.2%
B	PUBLIC PEACE	0	0	-	0	-	5	2	150.0%
B	TRESPASSING / INVASION OF PRIVACY	0	0	-	0	-	1	2	-50.0%
B	Total	23	26	-11.5%	24	-4.2%	176	151	16.6%
C	ACCIDENT	23	17	35.3%	23	0.0%	135	135	0.0%
C	CITATION	17	17	0.0%	25	-32.0%	135	196	-31.1%
C	FAMILY OFFENSE	7	2	250.0%	6	16.7%	36	37	-2.7%
C	MISSING PERSON / RUNAWAY	0	0	-	1	-100.0%	1	5	-80.0%
C	SUSPICIOUS	63	55	14.5%	61	3.3%	354	418	-15.3%
C	WARRANT	9	15	-40.0%	10	-10.0%	83	103	-19.4%
C	Total	767	783	-2.0%	875	-12.3%	5,629	6,443	-12.6%
D	OUI OF LIQUOR / DRUGS	0	0	-	0	-	1	0	-
D	Total	28	28	0.0%	39	-28.2%	233	218	6.9%
E	Total	19	13	46.2%	11	72.7%	145	102	42.2%

Respectfully,

Bob Houhanisin
 Director of Public Safety



Farmington City Council Staff Report	Council Meeting Date: August 21, 2023	Item Number 6B
Submitted by: Mary Mullison, City Clerk		
Agenda Topic: Lease Extension Agreement for Election Equipment Storage Facility.		
Proposed Motion: Move to approve the extension of a lease agreement between TDP Holdings and the City of Farmington for election equipment storage at 23629 Liberty Street.		
Background: A lease agreement was initially approved for the election equipment storage room in a building across from City Hall in 2014. This extension increases the rent from \$475/mo to \$500/mo and adds language that our attorneys suggested pertaining to insurance. The current space is critical to our election preparation, security, and convenient access.		
MATERIALS: Addendum to Extend Lease Agreement Gross Lease-City of Farmington		

Addendum to Extend Lease Agreement

This Addendum is an amendment to the Lease Agreement between TDP Holdings LLC (Herein known as Landlord/Agent) and City of Farmington (Herein known as Tenant(s) for the premises located at 23629 Liberty Street, Suite 103, Farmington, MI 48335.

Original Lease Agreement: The Landlord and Tenant(s) entered into an original lease agreement for the premises described above which began on the 30th day of June 2014.

Lease Renewal/Extension: Landlord and Tenant hereby agree to extend the Original Lease Agreement dated July 1, 2014, and additional addendums, for a further period of 24 months. The renewed Lease will begin on the first day of July 2023 and end on the 30th day of June 2025.

Terms and Conditions: By signing below, Landlord and Tenant(s) agree that all terms and conditions of the Original Lease Agreement shall remain in full effect during the new lease renewal period except for the following amendments:

a) Tenant(s) agree to pay the Landlord \$500 per month/\$1,500.00 quarterly (reflects a 3% inflationary increase) as rent due on or before the 1st day of each month.

b) **Taxes and Assessments:** Section 10 Taxes and Assessments shall be deleted entirely and replaced with the following language:

10. Taxes and Assessment: Landlord will pay all real estate taxes levied against the Premises. Tenant will, if not otherwise tax exempt, pay to the appropriate taxing authorities all taxes assessed on Tenant's furniture, fixtures, machinery, equipment, systems and all other personal property located at or used in connection with the Premises or its operation.

c) **Indemnification:** Section 12 Indemnification shall be deleted entirely and replaced with the following language:

12. Indemnification: To the extent permitted by law, Tenant will indemnify and defend Landlord against all claims for bodily injury or property damage relating to the Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the premises; (b) the use or misuse of the Premises by Tenant or its agents, contractors, or invitees; or (c) any event on or within the Premises, whatever the cause. Tenant's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Landlord or from Landlord's intentional misconduct.

d) **Insurance:** Section 14 Insurance shall be deleted in its entirety and replaced with the following language:

14. Insurance: During the Term of this Lease, Tenant will maintain the insurance required under this paragraph and shall keep such insurance in force during the

entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. The requirements below should not be interpreted to limit the liability of Tenant and all deductibles and SIRs are the responsibility of Tenant.

- a) Workers' Compensation Insurance including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b) Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$3,000,000 per occurrence and aggregate. Coverage shall include an endorsement stating the LESSOR shall be named as additional insured.
- c) Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, shall be sent to LESSOR.
- d) Proof of Insurance Coverage: Tenant shall provide the LESSOR at the time that the agreement is returned for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.
- e) If any of the above coverages expire during the term of this contract, the Tenant shall deliver renewal certificates and endorsements to the LESSOR at least ten (10) days prior to the expiration date.

Tenant: _____
By:

Date: _____

Landlord/Agent: _____

Date: _____

LIBERTY OFFICE BUILDING

TDP Holdings, LLC

23629 LIBERTY STREET, SUITE 104
FARMINGTON, MICHIGAN 48355
TELEPHONE (248) 470-3172

Commercial Office Gross Lease

This Lease is made between Landlord and Tenant, who agree as follows:

1. **Basic lease definitions.** The following defined terms will be used throughout this Lease:
 - a. Lease Date means July 1, 2014.
 - b. Landlord means TDP Holdings, LLC or its successors in interest.
 - c. Landlord Notice Address means 23629 Liberty Street, Suite 104, Farmington, MI 48335.
 - d. Tenant means City of Farmington.
 - e. Tenant Notice Address means 23600 Liberty Street, Farmington, MI, 48335.
 - f. Premises means the Suite 103 located at 23629 Liberty Street, Farmington, MI 48335.
 - g. Term means 3 Lease Years.
 - h. Lease Year means the period beginning on July 1 and ending on June 30 of the following calendar year.
 - i. Commencement Date means July 1, 2014.
 - j. Expiration Date means June 30, 2017.
 - k. Annual Base Rent means: 2014-\$4,800.00, 2015-\$5,100.00, 2016-\$5,400.00
 - l. Monthly Installment of Base Rent means:
 - 2014-\$400, \$1,200.00 payable quarterly;
 - 2015-\$425, \$1,275.00 payable quarterly;
 - 2016-\$450, \$1,350.00 payable quarterly.
 - Quarterly payment schedule: July 1 - September 30,
October 1 - December 31,
January 1 - March 31,
April 1 - June 30.
 - m. Security Deposit means \$0 (waived).
 - n. Designated Use means storage of election equipment.

- o. **Applicable Laws** means all statutes, codes, ordinances, administrative rules, regulations, and orders or directives of any governmental authority.
2. **Premises.** Landlord leases the Premises to Tenant. Tenant has inspected the Premises and is satisfied with their condition. Landlord must make reasonable efforts to deliver possession of the Premises on the Commencement Date. Landlord is not liable for damages for failure to deliver possession on the Commencement Date, and the validity of the Lease will not be impaired by such a failure.

Tenant accepts the Premises in its present condition, and Tenant shall, at its expenses, make all alterations necessary to conduct its business on the Premises. All alterations by Tenant must be approved by Landlord prior to commencement of the alteration, which approval shall not be unreasonable withheld.

3. **Term.** The Term means 3 Lease Years. The term commences on the Commencement Date and expires on the Expiration Date, unless otherwise terminated or extended as provided in this Lease.
4. **Rent.** Beginning on the Commencement Date, Tenant will pay Landlord the Annual Base Rent. The Annual Base Rent will be paid by Monthly Installment of Base Rent, to the order of Landlord, in advance, on the first day of each calendar month, at Landlord's office or any other place that Landlord designates in writing. Any Monthly Installment of Base Rent that is not received within 5 days after its due date will bear a \$25 late charge, which is deemed Additional Rent and is payable on the next Monthly Installment of Base Rent.

If the Commencement Date is other than the first day of a calendar month, the Monthly Installment of Base Rent for the partial first calendar month of the Term will be prorated on a daily basis and paid on the Commencement Date.

5. **Holdover.** If Tenant remains in possession of the Premises after the Expiration Date with the consent of Landlord, it will occupy the Premises as a holdover tenant on a month-to-month basis. Landlord may withhold its consent to holdover in its sole discretion. If Landlord consents to the holdover, Tenant is subject to all the covenants of this Lease to the extent they can be applied to a month-to-month tenancy, except that the Monthly Installment of Base Rent for each month of the holdover will be 150 percent of the Monthly Installment of Base Rent payable during the last month of the Term. This covenant does not preclude Landlord from recovering damages if Tenant fails to timely deliver possession of the Premises after termination of the holdover, nor does it establish any right to extend or renew the Term. If Tenant holds over after the expiration of the Term without Landlord's consent, Tenant is liable for all damages resulting from the holdover. It is expressly within the contemplation of the parties that such damages may include (a) the reasonable rental value of the Premises; (b) any damages arising from the loss of any sale, lease, or refinancing of the Building; (c) any lost profits incurred by Landlord; and (d) any treble, double, or statutory damages allowed under the Applicable Laws.
6. **Quiet enjoyment.** Unless this Lease is terminated or Tenant is evicted in accord with Michigan law, Landlord will not disturb Tenant's quiet enjoyment of the Premises or unreasonably

interfere with Tenant's Designated Use of the Premises. Tenant must permit Landlord to enter the Premises for the purpose of inspection or to show the Premises to prospective purchasers, mortgagees, and tenants.

7. Use of the Premises.

- a. **Designated Use.** The Premises will be used for the Designated Use and for no other purpose. Tenant will not use the Premises in any manner that violates the Building Rules or Applicable Laws. Landlord may amend the Building Rules in its sole discretion.
- b. **Failure to Comply.** If Tenant fails to comply with the Designated Use described in the previous paragraph, its act will be considered a breach of contract entitling Landlord to terminate this Lease, reenter the Premises and repossess them.
- c. **Use of Common Area.** In addition to the common area restrooms, Tenant is entitled to the nonexclusive use of the kitchen area. Tenant covenants and agrees to clean up that area immediately following each use of the area by Tenant or those acting under Tenant.
- d. **Locking of Building.** The last Tenant/person to leave the building each day must ensure that all exterior doors are locked. Tenant covenants and agrees to cooperate with other building occupants to ensure that the building is locked and secure at the end of each day.

8. Restrictions on Use.

- a. **Hazardous Substances.** Tenant shall not cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances or materials. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances and materials, nor allow to be brought onto the Premises any such materials or substances except to use in the ordinary course of Tenant's business, and then only after written notice is given to Landlord of the identity of the substance or materials.
- b. **Definition; Indemnification.** Without limitation, hazardous substances and materials included those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any applicable State or local law and the regulations adopted under these acts. In all events, Tenant shall indemnify Landlord against any liability resulting from any release of hazardous substances or materials on the Premises while Tenant is in possession of the Premises, caused by Tenant or persons acting under Tenant.
- c. **Insurance Rates.** Tenant shall not do or permit to be done any act which will invalidate or be in conflict with any insurance policy covering the Property, or which might subject Landlord to any liability or increase the insurance rate for the Property.
- d. **Animals.** No animals other than trained service animals shall be allowed in the building or in the Premises.

- e. **Signage.** All signage which is visible from the public corridors within the building shall be installed in a manner and be of a character and style approved by Landlord. No sign shall be placed on any outside window or in a position to be visible from outside the building.
 - f. **Parking.** Vehicles parked illegally or blocking the driveways will be towed at the car owner's expense. Tenant shall honor any parking regulations or restrictions established by Landlord from time to time. No overnight parking is permitted in the building parking lot.
 - g. **Small appliances.** No hot plates or space heaters are permitted in the Premises. Microwave ovens are permitted in the Premises.
9. **Utilities.** Landlord will pay all charges made against the Premises for gas, heat, air conditioning, electricity, water and sewerage. Tenant agrees not to set the thermostat below 70° degrees Fahrenheit for cooling, nor above 73° degrees Fahrenheit for Heating, nor to run the fan on "manual" or "ON" except when Tenant is present in the Premises.
10. **Taxes and Assessments.** Landlord will pay all real estate taxes levied against the Premises. Tenant will pay to the appropriate taxing authorities all taxes assessed on Tenant's furniture, fixtures, machinery, equipment, systems and all other personal property located at or used in connection with the Premises or its operation.
11. **Repairs and liens.** Tenant must maintain the Premises in good repair to the reasonable satisfaction of Landlord, in a clean and safe condition, and in accord with Applicable Laws. Tenant's obligation includes any alterations to the Premises that may be required for the Premises and Designated Use to comply with the Americans with Disabilities Act of 1990. Tenant must keep the Premises free of construction or other liens. Tenant will hold Landlord harmless against any liens that are placed against the Premises, except those attributable to the acts of Landlord. If a lien is filed against the Premises as the result of any action undertaken by Tenant, Tenant must discharge the lien within 30 days after receiving notice of the lien. If Tenant fails to discharge the lien, Landlord may procure a discharge at Tenant's expense, which Tenant must pay immediately on demand from Landlord.
- a. **Maintenance.** Landlord will vacuum and empty waste baskets on the Premises weekly, and clean and maintain all common areas. Landlord will also replace light bulbs in Premises as needed. Tenant will be responsible for all other cleaning and maintenance.
 - b. **Tenant's Responsibility for Repairs.** Tenant covenants and agrees to promptly repair all damage caused by the carelessness, misuse or neglect of Tenant or Tenant's agents or employees.
 - c. **Landlord's Responsibility for Repairs.** With the exception of the repairs specified in the preceding subsection, Landlord will make all repairs to the Premises. Tenant shall promptly notify Landlord of the need for repair.

- d. **Leasehold Improvements.** Except as otherwise provided, Tenant will not receive any reimbursement or credit from Landlord for leasehold improvements. Any leasehold improvements installed by Tenant will remain with the leasehold after the termination of the Lease.
 - e. **Abatement of Rent.** Rent will not be reduced, nor will Landlord be liable for any inconvenience or injury to Tenant's business arising from the making or failure to make repairs, additions or improvements to any portion of the Premises.
12. **Indemnification.** Tenant will indemnify and defend Landlord against all claims for bodily injury or property damage relating to the Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the Premises; (b) the use or misuse of the Premises by Tenant or its agents, contractors, or invitees; or (c) any event on or within the Premises, whatever the cause. Tenant's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Landlord or from Landlord's intentional misconduct.
13. **Limitations on Landlord's liability.** The Landlord, as defined in this Lease, includes successors in interest. The term is intended to refer to the owner of the Premises at the time in question. If the Premises are sold, the new owner will automatically be substituted as the Landlord.

If Landlord fails to perform this Lease and as a result Tenant recovers a money judgment against Landlord, the judgment will be satisfied out of the execution and sale of Landlord's interest in the Premises or by garnishment against the rents or other income from the Premises. Landlord is not liable for any deficiency. This section provides Tenant's sole and exclusive remedy for breach.

Conditioned solely on the sale of the Premises, Tenant agrees to the following release in favor of its then former landlord. Effective on the first anniversary of the date on which Tenant is given notice of the sale, Tenant releases its former landlord from all claims except those expressly preserved in this section. This release is intended to be broadly construed for the benefit of the former landlord and includes (a) all claims regarding the performance of this Lease; (b) all claims for bodily injury or property damage relating to the Premises; and (c) all claims in any other way relating to the Lease, the Premises, or the landlord-tenant relationship. However, this release does not extend to any claim filed in a court of appropriate jurisdiction within one year of the date of sale or to any claim for bodily injury or property damage resulting from the former landlord's gross negligence.

14. **Insurance.** Tenant must maintain in effect a commercial general liability insurance policy providing coverage for the Premises, including without limitation all common areas, with policy limits of not less than \$500,000.00 per person and \$1,000,000.00 per occurrence, exclusive of defense costs and without any provision for a deductible or self-insured retention. Property damage policy limits shall be not less than \$500,000.00 per occurrence.

Tenant must maintain in effect a property insurance policy on a special cause of loss form covering Tenant's personal property, trade fixtures, and improvements to their full replacement cost, without deduction for depreciation. The insurance must include coverage for loss of profits or business income and reimbursement for extra expenses incurred as the result of damage or destruction to all or a part of the Premises.

All insurance policies that Tenant is required to maintain must be written by carriers who are authorized to write insurance in Michigan and have an AM Best Company rating of not less than A-VIII. Any commercial general liability policy that Tenant is required to maintain will (a) name Landlord as an additional insured using ISO form CG 20 26 11 85 without modification; (b) be endorsed to provide that it will not be canceled or materially changed for any reason except on 30 days' prior written notice to Landlord; (c) provide coverage to Landlord whether or not the event giving rise to the claim is alleged to have been caused in whole or in part by the acts, omissions, or negligence of Landlord; (d) all policies must be primary, with the policies of Landlord and Landlord's Mortgagees being excess, secondary, and noncontributing; and (e) Tenant shall reinstate any aggregate limit that is reduced because of losses paid to below 75 percent of the limit required by this Lease. Landlord and Tenant will require their property insurance policies to include a clause or an endorsement allowing Landlord and Tenant to release each other from any liability to each other or anyone claiming through or under them by way of subrogation or otherwise, for any loss resulting from risks insured against. If any policy that Tenant is required to maintain is written on a claims-made insurance form, each policy must have a retroactive date that is not later than the Commencement Date. Furthermore, if insurance coverage is written on a claims-made basis, Tenant's obligation to provide insurance will be extended for an additional period equal to the statute of limitations for such claims on the Expiration Date, plus one year. Insurance may be provided in the form of blanket insurance policies covering properties in addition to the Premises or entities in addition to Tenant. All blanket policies must provide that the overall aggregate limit of liability that applies to Landlord or the Premises is independent from any overall or annual aggregate that applies to other entities or properties.

At Landlord's option, Tenant must deliver either certificates of insurance or the original policies to Landlord before the Commencement Date, together with receipts evidencing payment of the premiums. Tenant must deliver certificates of renewal for the policies to Landlord not less than 30 days before their expiration dates.

This Lease requires Tenant to obtain insurance to cover any claim for loss resulting from fire or other casualty. Landlord and Tenant will each look to its own insurance for the recovery of insured claims. Landlord and Tenant release one another from insured claims. Landlord and Tenant waive any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including their respective insurers. This release and waiver remains effective despite either party's failure to obtain insurance in accord with this Lease. If either party fails to obtain insurance, it bears the full risk of its own loss.

15. **Fire or other casualty.** Tenant must give Landlord notice of fire or other casualty at the Premises. In addition to the written notice, Tenant must immediately and with all diligence attempt to contact Landlord by all means available, including telephone, pager, fax, and e-mail,

to inform Landlord of the casualty. If the Premises are damaged or destroyed by casualty, Landlord may terminate this Lease by notice to Tenant. The notice of termination must be given within 90 days after the occurrence of the casualty. If the notice of termination is not given within that period, this termination option will lapse and no longer be effective. Within 10 days after the notice of termination has been given, Tenant must surrender the Premises to Landlord. After the surrender, each party is released from any further obligations under this Lease, with the following exceptions: (a) all Annual Base Rent accruing through the surrender date must be paid in full, and (b) the Security Deposit will be retained or returned as provided in this Lease. Tenant has no obligation to pay any Annual Base Rent accruing after the surrender date. If Landlord does not exercise this option within the designated period, Landlord must diligently proceed to repair and restore the Premises to their condition before the casualty.

16. **Eminent domain.** If 50% or more of the Premises is taken through eminent domain, including a conveyance in lieu of a taking, this Lease will automatically terminate as of the date that title is vested in the condemning. Notwithstanding this termination, Tenant is required to pay rent through the date that it actually surrenders possession of the Premises. If Landlord is notified in writing by a condemning agency that less than 50% of the Premises will / may be taken through eminent domain, Landlord may terminate this Lease by providing written notice to Tenant. Within 30 days after Landlord notifies Tenant that Landlord is terminating this Lease, Tenant must surrender possession of the Premises to Landlord. After Tenant surrenders possession, the parties' obligations under this Lease are terminated, provided that Tenant surrenders possession in accord with this Lease and pays rent through the date of surrender.

If any portion of the Premises is taken through eminent domain, including a conveyance in lieu of a taking, Landlord and Tenant agree that all compensation paid for the Premises, including any value of Tenant's leasehold interest in the Premises, will be paid to and be the property of Landlord. Tenant may seek compensation for any of its own trade fixtures, business interruption, going concern, moving expenses, and other items, provided that Tenant's compensation is not in diminution of Landlord's compensation for the Premises.

If any portion of the Premises is taken through eminent domain, including a conveyance in lieu of a taking, Tenant has no claim against Landlord for the value of any unexpired term of this Lease. If any portion of the Premises is taken through eminent domain, including a conveyance in lieu of a taking, and this Lease is not terminated, Landlord and Tenant agree that the Annual Base Rent for the Premises shall be reduced based on a ratio of the useable floor space that remains after the taking to the useable floor space of the original Premises.

17. **Assignment and subletting.** Tenant must not assign this Lease or sublet the Premises without the prior consent of Landlord, which may be withheld in Landlord's sole discretion.
18. **Entry of Premises.** Landlord may enter the Premises for the purpose cleaning, inspecting the Premises, and emergencies. Likewise, Landlord may show the Premises to prospective purchasers, mortgagees, and tenants.
19. **Subordination and estoppel certificates.** At Landlord's mortgagee's option, (a) any mortgage or mortgages now or later placed on Landlord's interest in the Premises may be subordinated to

this Lease or (b) this Lease may be subordinated to any mortgage or mortgages now or later placed on Landlord's interest in the Premises. The mortgagee's option must be exercised by notice to Tenant. Tenant must execute and deliver, within 10 days after a request, any further instruments, in a form acceptable to the mortgagee, confirming subordination as requested by Landlord or Landlord's mortgagee.

In the event of foreclosure or any conveyance in lieu of foreclosure, Tenant must attorn to Landlord's successor in interest, provided that the successor agrees in writing to recognize Tenant's rights under this Lease. Tenant must execute and deliver, within 10 days after a request, any further instruments, in a form acceptable to Landlord's successor in interest, attorning and recognizing the successor as Landlord under this Lease.

Within 10 days after a demand by Landlord, Tenant must execute and deliver to Landlord an estoppel certificate, in a form acceptable to Landlord, certifying

- a. the Commencement Date;
- b. the Expiration Date;
- c. that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, stating the modifications;
- d. that the Lease is not in default, or a list of any defaults;
- e. that Tenant does not claim any rights of setoff, or a list of rights of setoff;
- f. the amount of Rent due as of the date of the certificate, or the date to which the Rent has been paid in advance;
- g. the amount of any Security Deposit; and
- h. other matters reasonably requested by Landlord.

Landlord and any prospective purchaser or mortgagee of the Premises may rely on this certificate. It is within the contemplation of the parties that Tenant's failure to provide the estoppel certificate could result in the loss of a prospective sale or loan and that Tenant is liable for all damages resulting from such a loss.

Tenant must give Landlord's mortgagee, by certified mail, a copy of any notice of default served on Landlord, provided Tenant has been given notice of the mortgagee's address in writing by Landlord's mortgagee. If Landlord fails to cure any default within the time provided in this Lease, the mortgagee will have an additional 30 days within which to cure the default, or if the default cannot be cured within that time, then whatever additional time is necessary if the mortgagee has commenced and is diligently pursuing the remedies necessary to cure the default.

20. **Security deposit.** Within 5 days of the Lease Date, Tenant must deposit the Security Deposit with Landlord. The Security Deposit will be used to secure Tenant's performance of this Lease. Landlord may commingle the Security Deposit with its own funds. If Tenant fails to pay Rent or otherwise commits a Breach, Landlord may apply all or part of the Security Deposit to make the payment or cure the Breach. Landlord's rights under this section are in addition to any other rights or remedies Landlord may have under the terms of this Lease or under Michigan law. If Landlord uses all or part of the Security Deposit, within 10 days after demand by Landlord, Tenant must pay Landlord sufficient funds to restore the Security Deposit to its original amount. Any unused portion of the Security Deposit must be returned to Tenant, without interest, within 30 days of the later of (a) the termination of the Lease, (b) Tenant's surrender of the Premises, or (c) the return of the keys to Landlord.

21. **Remedies.**

- a. **Definition of Default.** Default means (a) Tenant's failure to pay Rent on the due date; (b) Tenant's failure to perform any covenant or condition of the Lease for 5 days following a demand by Landlord, plus any additional time that is necessary to cure the Default, as long as Tenant commences a cure within the 5 -day period and diligently pursues the cure; (c) Tenant's filing of a petition for bankruptcy, reorganization, liquidation, dissolution, or similar relief; (d) any proceeding filed against Tenant seeking bankruptcy, reorganization, liquidation, dissolution, or similar relief that is not dismissed within 30 days after filing; (e) the appointment of a trustee, receiver, or liquidator for Tenant or a substantial part of Tenant's property; or (f) Tenant's abandonment of the Premises.
- b. **Termination and Reentry.** Landlord has the power to terminate this Lease and evict Tenant on the occurrence of a Default. Landlord will exercise this power by the delivery of a notice of termination. The termination is effective immediately on delivery of the notice to Tenant. If Landlord terminates this Lease, Landlord is entitled to recover all damages suffered as the result of the Default or any breach. It is within the contemplation of the parties that such damages include (a) the difference between the contract rent and the market rent through the remainder of the original Term; (b) the unamortized expenditures, calculated on a straight-line basis, undertaken by Landlord to fit the Premises to the needs of Tenant, including expenditures for Landlord Work, interior partitions, doors, floor coverings, wall coverings, paint, plaster, cabinetry, and all other work performed on the Premises; (c) the estimated cost of restoring the Premises to their original condition; (d) any commissions paid to re-lease the Premises; and (e) any other damages identified in this Lease.

Landlord may also evict Tenant without terminating this Lease. Tenant waives any right to possession of the Premises after eviction. Despite eviction, Tenant remains fully obligated for the payment of Annual Base Rent through the remainder of the Term. Landlord has no obligation to re-lease the Premises, and Landlord's failure or refusal to re-lease does not affect Tenant's obligation to pay Annual Base Rent.

- c. **Payments after termination.** No money received by Landlord from Tenant after termination of the Lease shall reinstate or extend the Term. Nor will it affect any notice given by Landlord to Tenant prior to Landlord's receipt of the money.
- d. **Reentry without termination.** If Tenant's default is for the nonpayment of rent, Landlord may, as an alternative to terminating the Lease, serve a written demand for possession or payment. If the rent is not then paid in accordance with the demand, Landlord may reenter and take possession of the Premises, and Tenant shall have no further right to possession under the Lease. Further, Tenant shall remain liable to Landlord for the payment of rent and all other charges Tenant has agreed to pay under this Lease for the full term of the Lease.

If Landlord elects to reenter without terminating the Lease, it may make any repairs or alterations necessary in order to re-let the Premises. If Landlord is able to re-let the Premises but the sums received during any month as a result of re-letting are insufficient to pay the rent and other charges due from Tenant, Tenant shall pay the deficiency to Landlord. The deficiency shall be calculated and paid monthly.

- e. **Waiver; Consent.** The waiver of a breach of a Lease covenant by either party shall not be construed as a waiver of a subsequent breach of the same covenant. Furthermore, Landlord's consent to any act by Tenant requiring Landlord's consent shall not be deemed a consent to a subsequent similar act by Tenant. Any waiver of a breach of a covenant must (i) be in writing signed by Landlord; (ii) identify the breach; and (iii) expressly state that it is a waiver of the identified breach.
- f. **Partial payment.** The payment by Tenant to Landlord of a lesser amount than due shall be deemed to be on account of the earliest stipulated Rent, and Landlord may accept the payment without prejudicing its right to recover the balance of the amount due or to pursue any other remedy.
- g. **Independent covenant.** Notwithstanding anything to the contrary, Tenant acknowledges that its obligation to pay Rent under this Lease is an independent covenant, and that the obligation is not subject to setoff or recoupment in any action for summary proceedings to recover possession of the Premises.
- h. **Jury Trial.** Landlord and Tenant knowingly and voluntarily waive trial by jury in any action (a) to enforce this Lease; (b) to evict Tenant from the Premises; or (c) that is in any way related to the Lease, the Premises, or the relationship between Landlord and Tenant.
- i. **Costs and Attorney's fees.** If Landlord is required to bring an action arising out of the covenants of the Lease or undertakes an action for summary proceedings to recover possession of the Premises, Tenant agrees to pay Landlord's costs and reasonable attorneys' fees.
- j. **Other remedies.** The remedies provided to Landlord under this Lease are cumulative, regarding both other remedies provided by the Lease and any remedies provided by law.

If Landlord commences an action to enforce this Lease, Tenant agrees to pay Landlord's reasonable costs and attorney fees.

22. **Surrender, and Condition on expiration.** On the Expiration Date, Tenant will promptly deliver all keys for the Premises to Landlord. Tenant will deliver the Premises broom clean and in the same condition as on the Commencement Date, reasonable wear and tear excepted. Any damage to the Premises resulting from the removal of trade fixtures or other items of personal property will be repaired at Tenant's expense. Tenant will reimburse all expenses paid or incurred by Landlord in connection with repairing or restoring the Premises to the designated condition immediately on demand. If the Premises have become damaged or destroyed by fire or another casualty, Tenant will restore them to the required condition, including any modifications required to comply with current codes and regulations. Tenant will remove its personal property and trade fixtures from the Premises immediately on termination. Tenant represents that it is Tenant's intention that all personal property and trade fixtures remaining on the Premises after termination are abandoned by Tenant. Landlord may sell, discard, or keep such personal property and trade fixtures as it deems appropriate in its sole discretion. Tenant will reimburse all expenses paid or incurred by Landlord in connection with removing Tenant's personal property and trade fixtures immediately on demand.
23. **Performance by Landlord of the Covenants of Tenant.** If Tenant fails to pay any money or perform any covenant required by the Lease, Landlord may make the payment or perform the act. All sums paid or incurred by Landlord and all incidental costs, including the cost of repair, maintenance or restoration of the Premises, shall be deemed Additional Rent and shall be paid by Tenant on the next Monthly Installment of Base Rent.
24. **Communications.** All notices, demands, requests, consents, and communications required or provided under this Lease (Communications) must be in writing. Any Communications from Landlord to Tenant are deemed duly and sufficiently given if a copy has been personally delivered; or mailed by U.S. mail, postage prepaid; or sent by professional delivery service to Tenant at the Tenant Notice Address or another address that Tenant has designated in writing; or to Tenant at the Premises. Any Communications from Tenant to Landlord are deemed duly and sufficiently given if delivered to Landlord in the same manner at the Landlord Notice Address or another address that Landlord has designated in writing. Communications sent by U.S. mail are deemed received on the next regular day for the delivery of mail after the day on which they were mailed.
25. **Construction and interpretation.** This Lease will be construed in accord with Michigan law. This Lease has been negotiated at arms length and carefully reviewed by both parties. This Lease is not to be construed against Landlord.

The use of the word *may* in describing the right of a party means that the party has the discretion, but not an obligation, to exercise that right. The use of the words *will* or *shall* in describing an obligation of a party means that the party must perform that obligation. The use of the words *include* or including is *intended* to be illustrative, not exhaustive.

This Lease merges all proposals, negotiations, representations, agreements, and understandings with respect to the Lease. There are no representations with respect to the condition of the Premises, or any other matter in any way related to the Premises or this Lease except as expressly set forth in this Lease. There are no damages within the contemplation of the parties except as expressly identified in this Lease. No rights, covenants, easements, or licenses may arise by implication. Reliance on any representation, omission, action, or inaction outside of this Lease is unreasonable and does not establish any rights or obligations on the part of either party. This Lease may only be modified or amended by a written document signed by Landlord and Tenant. There may be no oral modifications or amendments of this Lease, whether or not supported by consideration.

No endorsement or statement on any check or on any letter accompanying any check will be deemed an accord and satisfaction. Landlord may accept any check or payment without prejudice to Landlord's right to recover the balance of the amount due or to pursue any other remedy. Tenant acknowledges that the Annual Base Rent is a liquidated claim. Tenant waives any requirement that Landlord tender back funds as a condition to bringing an action to collect unpaid Annual Base Rent. No covenant or breach is intended to be waived unless a waiver is clearly expressed in a document (a) signed by the waiving party; (b) specifically identifying the covenant or breach; and (c) expressly stating that it is a waiver of the identified covenant or breach. The waiver of a covenant or breach is not construed as a continuing waiver of the same covenant or of any future breach. Consent by Landlord to any act requiring Landlord's consent does not constitute a waiver of the requirement of Landlord's consent with respect to any similar or subsequent act. Tenant is not entitled to surrender the Premises to avoid liability for Rent unless (a) an acceptance of the surrender is evidenced in a document signed by Landlord and (b) the document expressly states that it is the acceptance of a surrender. No action or inaction, other than as expressly provided in this section, may be construed as an acceptance of surrender by Landlord.

Notwithstanding anything to the contrary, Tenant's obligation to pay Rent is a material and independent covenant and is not subject to setoff, recoupment, or suspension. Notwithstanding anything to the contrary, Landlord has no obligation to mitigate any claim for Rent.

Time is of the essence with respect to both the definition of a Material Breach and the exercise of options, if any, within the Lease.

If any covenant of this Lease is invalid, illegal, or unenforceable, that covenant will be enforced to the fullest extent permitted by law, and the validity, legality, and enforceability of the remaining covenants will not in any way be affected or impaired.

26. **Authorized and binding.** Tenant and each person executing this Lease on its behalf warrant and represent to Landlord that (a) Tenant is validly organized, existing, and authorized to do business under Michigan law; (b) Tenant has full power and lawful authority to enter into this Lease; and (c) the execution of this Lease by the individual who has signed below is legally binding on Tenant in accordance with its terms. Landlord and each person executing this Lease on its behalf warrant and represent to Tenant that (a) Landlord is validly organized, existing, and authorized to do business under Michigan law; (b) Landlord has full power and lawful authority to enter into

this Lease; and (c) the execution of this Lease by the individual who has signed below is legally binding on Landlord in accordance with its terms. This Lease is binding on successors and assigns.

LANDLORD:

TDP Holdings, LLC a Michigan limited liability company

By _____

Printed Name Thomas D. Pascaris

Its Member

Dated: _____

TENANT:

City of Farmington

By _____

Printed Name _____

Its _____

Dated: _____

**Farmington City Council
Agenda Item**

**Council Meeting
Date:** 8-21-23

**Item Number
6C**

Submitted by: City Manager

Agenda Topic: Shiawassee Park Pathway Conceptual Design & Preliminary Engineering Proposal

Proposed Motion: Approve the proposed Shiawassee Park pathway conceptual design & preliminary engineering proposal as presented in an amount not to exceed \$110,000.

Background: In January 2023, the City received a \$2.1 million federal earmark grant through the FY2023 Economic Development Initiative/Community Project Funding Constituent program to put towards the proposed Shiawassee Park pathway. This pathway is proposed to provide a new, ADA accessible connection between the downtown area and Shiawassee Park by traversing the existing slope on the south side of the park. Previously this year, the City approved a proposal from OHM in order to complete work required under the National Environmental Policy Act (NEPA) which was required under the received grant. OHM is nearly complete with that work and is now ready to begin conceptual design and preliminary engineering in order to develop an overall project cost and design strategy, which this proposal states to provide. Additionally, the proposal includes SME geotechnical engineering services and architectural coordination with S3 Architecture.

Materials Attached: Proposed Shiawassee Park Pathway Conceptual Design & Preliminary Engineering agreement.



August 17, 2023

Mr. David Murphy
City Manager
City of Farmington
23600 Liberty Street
Farmington, MI 48335

Subject: **Shiawassee Park Pathway Connection**
Conceptual Design & Preliminary Engineering Services Proposal

Dear Mr. Murphy:

OHM Advisors (OHM) is pleased to submit this proposal for conceptual design and preliminary engineering services for the Shiawassee Park Pathway Connection. The pathway connection will provide an ADA accessible connection between Downtown Farmington and Shiawassee Park. This proposal has been prepared based on discussions with City staff and previously prepared concept plans for the connection. Additionally, this letter presents our understanding of the project, the project scope, clarifications and assumptions, project schedule, and anticipated project fees.

PROJECT UNDERSTANDING

The City of Farmington has long planned for a pedestrian pathway connection from Shiawassee Park to the downtown area. The pathway has been proposed to begin at the top of the existing staircase, on the south side of the park, and extend to the east along the riverbank and connect to the existing path within Shiawassee Park via a new pedestrian bridge. Due to costs involved in traversing the 40-ft grade change along the slope, and the crossing of the Middle Rouge, building an ADA connection has historically been unachievable.

In January 2023, the City received a \$2.1 million federal earmark grant through the FY2023 Economic Development Initiative/Community Project Funding Constituent program. This, combined with the potential development of the former Maxfield Training Center (MTC) property, have provided an opportunity for the City to build this long-anticipated project.

In February, OHM Advisors provided the City with a proposal to begin environmental reviews that are required until the federal government's NEPA program. The requirements apply to the majority of federal grant programs, and the City desired to begin work as soon as possible. At the time, it was not clear how the grant would be administered due to the changing nature of the new grant program. It has since been confirmed that the project will be administered through the U.S. Department of Housing and Urban Development (HUD). As a part of HUD's administration process, a Part 58 Environmental Review must be submitted by the City, acting as HUD's Responsible Entity, through HUD's online Environmental Review portal, HEROS. Once HUD is satisfied that all environmental impacts have been mitigated or avoided, the project funds can be obligated.

In the meantime, it is understood that the City desires to move forward with preliminary design of the project. The primary reason is to establish an overall cost and develop a strategy to fully use the awarded grant and work within the grant guidelines. This means determining which portions of the project may be participating or non-



participating and understanding when and if an RFQ process is needed for professional services. To fully evaluate this, a better understanding of the project cost must be further developed.

In terms of the pathways, several options exist for making this vital downtown connection. Design elements are likely to include all, or some, of the following characteristics: an elevated boardwalk pathway, pedestrian bridge over the Rouge River, scenic lookouts connected to the boardwalk, site elements such as benches and lighting, and removal of the existing staircase and pedestrian bridge. This grant may also allow the city to use the grant toward the proposed Promenade Art Park. At this time, the exact pathway alignment is unknown. In addition, bridge style and length (pre-fabricated vs. custom), pathway surface (composite timber or concrete boardwalk vs. fill path with retaining walls), and exact design elements (lighting styles, overlook locations, other amenities) are also yet to be determined.

Due to the many current unknowns, including a comprehensive geotechnical report, this phase project will involve geotechnical assessment, conceptual and preliminary engineering design and opinions of probable construction costs associated with alternatives for the connection. The conceptual designs and cost opinions are intended to assist the City in decision making prior to moving forward into detailed design. Scope items to be included in the preliminary design efforts are further detailed out below.

PROJECT SCOPE

As a part of the preliminary engineering design, OHM Advisors will perform the following tasks:

Task 1 – Grant Assistance

Under this task, OHM will provide the City with assistance in managing the federal HUD grant. OHM will act as the “Partner” to the City, acting as HUD’s “Responsibility Entity” (RE). Specific scope items included in this scope of work include:

- ▶ Assisting with an application to the State Historic Preservation Office (SHPO), tribal consultations, and an application to the Advisory Council on Historic Preservation (ACHP) as required by HUD’s Part 58 Environmental Assessment process.
- ▶ Reporting of NEPA findings in HUD’s online Environmental Review platform, HEROS, and assisting the City with public notice requirements.
- ▶ Assistance with preparation of the Grant Agreement.

Task 2 – Geotechnical Investigation

Under this task, OHM will coordinate with our subconsultant (SME) to assess the existing soil conditions along the slope south of the river and provide conceptual pathway recommendations. Specific scope items included in this scope of work include:

- ▶ Geotechnical investigation to include two (2) 65-foot soil borings at the top of the slope, three (3) 30-foot soil borings on the north side of the river, and hand auger soil borings along the slope.
- ▶ Slope stability evaluations of the existing and proposed conditions.
- ▶ Constructability evaluation of the proposed connection.
- ▶ Recommendations regarding the feasibility of a fill path and retaining wall system vs. a boardwalk on steel helical pile system.



- ▶ Preparation of a geotechnical report detailing the findings, evaluations, and recommendations.

Task 3 – Concept Planning, Stakeholder Meetings, and Project Management

As a part of this task, OHM will prepare concept level design of project design alternatives and coordinate with S3 Architecture as needed. Specific scope items included in this scope of work include:

- ▶ Evaluation of alternative bridge designs. Bridge options are most likely to include prefabricated steel with various design options. A custom covered bridge may be investigated as an alternative; however, the design of the bridge is not included at this time. This item includes coordination with potential bridge manufacturers and the geotechnical subconsultant for foundation recommendations.
- ▶ 3D rendering of bridge alternative options. It is assumed that the bridge manufacturer will create and supply one (1) rendering of a standard steel MDOT-style pedestrian bridge. All custom bridge renderings will be provided by S3 Architecture, or others as necessary.
- ▶ Evaluation of alternative boardwalk options, including composite timber or concrete decking on helical piers. Coordination with product manufacturers is included in this scope. Evaluation will be concept level only.
- ▶ Evaluation of a fill path option for traversing the slope. Coordination with the geotechnical subconsultant is included for retaining wall conceptual design.
- ▶ Coordination with S3 Architecture. S3 Architecture will provide services such as insight to and rendering of pedestrian bridges and pathway amenities. Additionally, S3 Architecture will participate in meetings with OHM that will cover the conceptual design of the proposed pathway and its progress.
- ▶ Coordination with the developer of the MTC property. It is currently assumed that the development will construct the pathway west of the existing stairs. One (1) meeting with the project developer is assumed.
- ▶ Evaluation of alternative route options for traversing the 40-foot grade differential. GIS plan maps will be created to show project stakeholders the route alternatives. Two (2) plan alternatives are included in this scope. Profile views and detailed grading are to be included in the detailed design phase.
- ▶ Investigation of potential utility conflicts. This will be done utilizing GIS data and previous topographic survey. No additional survey is included at this stage.
- ▶ Evaluation of path lighting design and amenities (benches, etc.) options for cost opinion purposes. Detailed lighting design is not included at this stage.
- ▶ Creation of opinions of probable construction cost for design alternatives. Up to four (4) alternative cost opinions will be provided.
- ▶ Evaluation of the inclusion of the pocket park south of the proposed MTC development as a part of the pathway connection project. Evaluation will include the creation of a cost opinion of park development based on previously prepared concept plans for the park. The Grant may only cover portions of this and developer contributions may be able to be used as “match dollars”.
- ▶ Evaluation of the existing survey and review of title work to determine needed access easements for construction and future topographic survey needs. Additional topographic survey is not included at this time.



- ▼ Attend, and assist at one (1) public informational meeting.
- ▼ Attend two (2) meetings with the City's Design Committee.
- ▼ Attend three (3) project/design meetings with City staff.
- ▼ Preparation of a technical memo detailing the findings and recommendations of the conceptual design phase.

Task 4 –Permitting Due Diligence

OHM will begin coordinating with permitting agencies as a part of this task. Permit applications will not be submitted at this stage. Specific scope items included in this scope of work include:

- ▼ EGLE Joint Permit Pre-Application Meeting. This work will include discussion with EGLE regarding their permit requirements for work within the floodway and 100-yr floodplain, the proposed bridge crossing, mussel requirements, and OHM's wetland findings. A pre-application letter will be provided by EGLE at the conclusion of the meeting. A permit application would be submitted during detailed design.
- ▼ Investigation of other required permits.

CLARIFICATIONS & ASSUMPTIONS

The above noted project fees are based on the following assumptions, in addition to the ones listed in the Project Scope section of the proposal:

- ▼ It is assumed that the geotechnical consultant can access the top of the slope from the back of 32900 Grand River Ave and 32758 Grand River Ave. It is assumed the City will be responsible for negotiating temporary access if needed.
- ▼ It is assumed that demolition of the existing stairs is desired by the City but will not be included in the preliminary design. A placeholder cost for this Demo will be included in the estimate. Structural evaluation of the stairs or demolition/replacement recommendation may be provided on an hourly, as-needed basis.
- ▼ Easement preparation (outside of linework exhibits), negotiation meetings, and/or revisions have not been included in the project fee. These services can be provided on an hourly, as-needed basis. We have included initial linework exhibits/sketches in our fee, but it is assumed the City will be responsible for negotiating and securing the easements. Front end documentation can be provided on an hourly, as-needed basis, or the City may choose to prepare these in-house.
- ▼ Additional bridge renderings, concept plans alternatives analyses, or design elements research beyond what is described in the scope of work and deliverables sections may be provided on an hourly, as-needed basis.
- ▼ Design documents, including construction plans, structural design of bridges, landscaping design, lighting design, boardwalks and/or retaining wall design, construction specifications, and bidding package documents have not been included. It is assumed that these services will be included in a final engineering design proposal that will be provided under separate cover at a later date.



- Construction engineering, observation, administration, and material testing services fees have not been included in the fees outlined above. These services will be included in a separate proposal at a later date.

DELIVERABLES

OHM Advisors will provide the following deliverables as a part of the preliminary engineering scope of work:

- Concept plan view drawings of two (2) alternative layouts
- Renderings of two (2) alternative prefabricated bridge designs at one location. The renderings are assumed to be by the bridge manufacturer.
- Concept level engineer's opinions of probable construction cost of up to four (4) alternatives
- A technical memo of recommendations

SCHEDULE

Should our proposal be accepted, we anticipate starting work immediately after written authorization is provided.

FEE SCHEDULE

The Professional Services will be performed on an hourly not-to-exceed basis, in accordance with the established Hourly Rate Schedule for the City of Farmington. All provided services and work by S3 Architecture will be done at no cost to the City. Fees are summarized by task as shown below:

<u>Task</u>	<u>Description</u>	<u>Fee</u>
Task 1	Grant Assistance	\$10,000.00
Task 2	Geotechnical Investigation	\$35,000.00
Task 3	Concept Planning & Meetings	\$60,000.00
Task 4	Permitting Due Diligence	\$5,000.00
TOTAL FEE		\$110,000.00

We thank you for this opportunity to provide professional preliminary engineering design services. Should there be any questions, please contact us at (734) 522-6711. If you find our proposal acceptable, please execute a copy of the attached agreement and return one (1) copy to us for our files.

Sincerely,
OHM Advisors,

Matthew D. Parks, P.E.
Principal

Encl: Terms and Conditions

Cc: Austin Downie, OHM
Claire Martin, OHM



City of Farmington
Shiawassee Park Pathway Connection Preliminary Engineering

Accepted by: _____

Printed Name: _____

Title: _____

Date: _____

**Farmington City Council
Staff Report**

Council Meeting Date:
August 21, 2023

**Reference
Number
6D**

Submitted by: Melissa Andrade

Description Consideration to appoint a delegate for the Annual MML Convention October 18-20.

Requested Action Move to appoint Mayor Sara Bowman as Farmington's delegate for the annual MML meeting October 18-20 and Mayor Pro Tem Joe LaRussa as the alternate.

Background

The Michigan Municipal League is requesting that the City Council designate a delegate and alternate, by official action, who will be in attendance at the annual meeting in Traverse City, October 18-20. This person will be the official representative to cast the vote for the City of Farmington. Their Bylaws for the League provides that each member city and village shall be equally represented and provide a vote in the election of officers and any proposals presented.

Council members Steve Schneemann and Johnna Balk, along with City Manager David Murphy also plan to attend the conference.

Materials: Letter from MML

July 10, 2023

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held in Traverse City, October 18-20, 2023. The League's "**Annual Meeting**" is scheduled for 4:30 pm on Wednesday, October 18 in Governors' Hall A at the Grand Traverse Resort & Spa. The meeting will be held for the following purposes:

1. **Election of Trustees.** To elect five members of the Board of Trustees for terms of four years each (see #1 on page 2).
2. **Policy.** A) **To vote on the Core Legislative Principles document.**

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <https://mml.org/resources-research/delegate/>. If you would like to receive a copy of the proposed principles by fax, please call Monica Drukis at the League at 800-653-2483.

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by **September 18, 2023.**

3. **Other Business.** To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, **you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate.** Please submit this information through the League website by visiting <https://mml.org/resources-research/delegate/> **no later than September 18, 2023.**

We love where you live.



Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

“Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary Members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative.”

1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, five members of the Board of Trustees will be elected at the annual meeting for a term of four years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus, the deadline this year for the League to receive resolutions is **September 18, 2023**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. **Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.**

Further, “Every proposed resolution submitted to the Board of Trustees by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or a modification thereof.

We love where you live.



3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Tuesday, October 17, 2023 at the Grand Traverse Resort & Spa for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

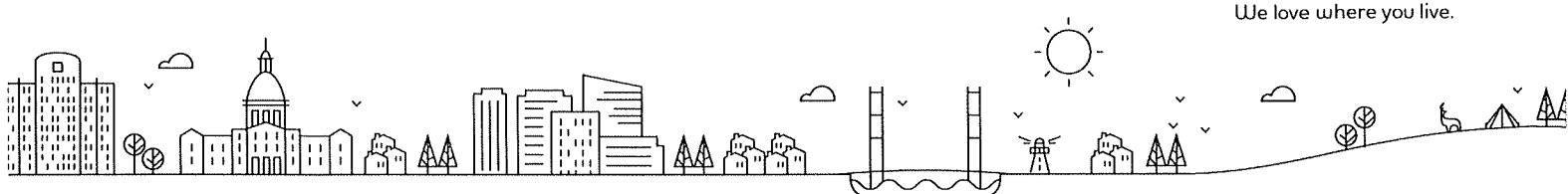
Sincerely,



Barbara Ziarko
President
Councilmember, City of Sterling Heights



Daniel P. Gilmartin
Executive Director & CEO



Farmington City Council Staff Report	Council Meeting Date: August 21, 2023	Item Number 6E
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Construction Estimate No. 6 for the Sidewalk Improvement Program		
Proposed Motion: Move to Approve payment to Luigi Ferdinandi & Son Cement Company, Change Construction Estimate No.6 in the amount of \$200,443.48 for the Farmington Sidewalk Improvement Program.		
Background: <p>In conjunction with the city’s consulting engineer’s Orchard Hiltz & McCliment Advisors (OHM), bids were solicited for the Farmington 2020/21 Sidewalk Program. The selection of selection of the areas to be replaced was based upon the condition of the sidewalks and other upcoming construction projects. The project was awarded to Luigi Ferdinandi & Son Cement Company Incorporated of Roseville Michigan at the March 2020 Council Meeting.</p> <p><u>Construction Estimate No.6:</u> Earnings this period of \$214,249.32 with \$13,805.84 held as retainage, amount due to the contractor \$200,443.48 for sidewalk replacement north of Grand River and east of Farmington Road. This is the second year of improvements in this area and next year this area should be completed. Sidewalks in this area were prioritized on the severity of displacement and the allocated funding. Sidewalk replacements were conducted on entire lengths of streets, knowing some streets would be postponed until next fiscal year.</p> <p>Orchard Hiltz & Climate recommend payment to Luigi Ferdinandi & Son Cement Company Incorporated in the amount of \$200,443.48 for work completed to date.</p> <p>Luigi’s Ferdinandi & sons has been a great contractor to work with, and has worked well with the residents, OHM conducting this project. City Administration would like City Council to consider extending the contract to next Fiscal Year.</p>		
Materials: OHM Payment Application No. 6		



October 11, 2022

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

Regarding: City of Farmington – 2020 Sidewalk Program (Division G 2023 Items)
OHM Job No. 0111-19-0030

Dear Mr. Eudy:

Enclosed are Payment Application No. 6 and Contractor Declaration for the referenced project. Luigi Ferdinandi & Son Cement Company Inc. has completed the work shown on the attached payment application for the period ending July 31, 2023, and we would recommend payment to the Contractor in the amount of **\$200,443.48**.

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

P:\0101_0125\0111190030_2020_Sidewalk_Program_Construction\Pay App_CO\PA\No.6\2023 Sidewalk Pay App 6.docx

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



PAYMENT APPLICATION

Project: City of Farmington - 2020 Sidewalk Program

Job Number: 0111-19-0030
Number: 6

Period End Date: 7/31/2023
Status: Approved

CONTRACTOR: Luigi Ferdinandi & Son Cement Company Inc.

OWNER: City of Farmington

23600 Liberty Street
Farmington, MI 48335
(248) 474-5500

16481 Common Road
Roseville, MI 48066
(586) 774-1000

Contract Start Date: 6/8/2020
Contract End Date: 9/15/2020
Contract Duration: 99
Print Date: 8/7/2023

SCHEDULE On
STATUS:
NOTE:

Original Contract Amount:	\$443,878.00	Change Order 1:	\$13,252.00	Earnings This Period:	\$214,249.32
Change Orders Amount:	\$735,590.36	Change Order 2:	\$236,326.23	Earnings To Date:	\$1,193,774.20
Current Contract Amount:	\$1,179,468.36	Change Order 3:	\$5,753.31	Previous Retainage Amount:	\$500.00
		Change Order 4:	\$220,133.59	Retainage This Period:	\$13,805.84
		Change Order 5:	\$60,181.76	Less Total Retained To Date:	\$14,305.84
		Change Order 6:	\$199,943.48	Net Earned:	\$1,179,468.36
			\$735,590.36	Previous Earnings:	\$979,024.88
				Amount Due Contractor:	\$200,443.48

Retainage: Lump Sum

Approved By
Chuck Eudy - Public Works Superintendent - City of Farmington

Recommended By
Michael McNutt, Engineer

Digitally signed by Michael McNutt
DN: cn=US, email=mmcnutt@ohm-advisors.com, o=OHM
Advisors, cn=Michael McNutt
Date: 2023.08.07 13:29:33-0400

Michael McNutt

Date

8/7/23

Date

OHM Advisors
34000 Plymouth Road
Livonia, MI 48150

(734) 522-6711

OHM-Advisors.com

City of Farmington - 2020 Sidewalk 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: A - Floral Park									
1	Audio Video Route Survey, Div. I	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
2	Mobilization, Max. \$4000, Div. I	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
3	Traffic Maintenance and Control, Div. I	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
4	Curb and Gutter, Rem	484.00 Ft	538.50	\$10.00	0.00	0.00	\$0.00	538.50	\$5,385.00
5	Sidewalk, Rem	1738.00 Syd	2302.00	\$18.00	0.00	0.00	\$0.00	2302.00	\$41,436.00
6	Pavt, Rem	587.00 Syd	2.00	\$18.00	0.00	0.00	\$0.00	2.00	\$36.00
7	Sidewalk Ramp, Rem	602.00 Syd	790.00	\$18.00	0.00	0.00	\$0.00	790.00	\$14,220.00
8	Excavation, Earth	46.00 Cyd	0.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
9	Undercut Aggregate, 21AA Limestone	43.00 Cyd	0.00	\$30.00	0.00	0.00	\$0.00	0.00	\$0.00
10	Aggregate Base, 21AA Limestone, 8 inch	176.00 Syd	0.00	\$18.00	0.00	0.00	\$0.00	0.00	\$0.00
11	Maintenance Aggregate, 21AA Limestone	10.00 Ton	0.00	\$30.00	0.00	0.00	\$0.00	0.00	\$0.00
12	Structure Cover, Adj	4.00 Ea	3.00	\$250.00	0.00	0.00	\$0.00	3.00	\$750.00
13	Hand Patching	3.00 Ton	0.00	\$250.00	0.00	0.00	\$0.00	0.00	\$0.00
14	Conc Pavt, Nonreinf, 8 inch	89.00 Syd	2.00	\$81.00	0.00	0.00	\$0.00	2.00	\$162.00
15	Curb and Gutter, Conc, Det F4	136.00 Ft	0.00	\$40.00	0.00	0.00	\$0.00	0.00	\$0.00
16	Curb Ramp Opening, Conc	348.00 Ft	573.50	\$40.00	0.00	0.00	\$0.00	573.50	\$22,940.00
17	Detectable Warning Surface	290.00 Ft	309.00	\$40.00	0.00	0.00	\$0.00	309.00	\$12,360.00
18	Sidewalk Ramp, Conc, 6 inch	5449.00 Sft	3967.00	\$8.00	0.00	0.00	\$0.00	3967.00	\$31,736.00
19	Sidewalk, Conc, 4 inch	13425.00 Sft	21481.00	\$6.00	0.00	0.00	\$0.00	21481.00	\$128,886.00
20	Sidewalk, Conc, 6 inch	2300.00 Sft	2601.00	\$7.00	0.00	0.00	\$0.00	2601.00	\$18,207.00
21	Irrigation Repair Allowance	1.00 Dir	1.00	\$1,500.00	0.00	0.00	\$0.00	1.00	\$1,500.00
61	Structure Reconstruct	0.00 Ls	1.00	\$3,600.00	0.00	0.00	\$0.00	1.00	\$3,600.00
62	Restoration	0.00 Ls	1.00	\$7,450.00	0.00	0.00	\$0.00	1.00	\$7,450.00
				A - Floral Park Sub-Total:			\$0.00		\$296,168.00
				Retainage			\$0.00		
Division: B - Cloverdale Park									
22	Audio Video Route Survey, Div. II	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
23	Mobilization, Max. \$4000, Div. II	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
24	Traffic Maintenance and Control, Div. II	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
25	Stump, Rem, 6 inch to 18 inch	1.00 Ea	1.00	\$750.00	0.00	0.00	\$0.00	1.00	\$750.00

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City of Farmington - 2020 Sidewalk Program

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
26	Curb and Gutter, Rem	220.00 Ft	243.00	\$10.00	0.00	0.00	\$0.00	243.00	\$2,430.00
27	Sidewalk, Rem	1307.00 Syd	1273.00	\$18.00	0.00	0.00	\$0.00	1273.00	\$22,914.00
28	Pavt, Rem	43.00 Syd	50.00	\$18.00	0.00	0.00	\$0.00	50.00	\$900.00
29	Sidewalk Ramp, Rem	331.00 Syd	403.00	\$18.00	0.00	0.00	\$0.00	403.00	\$7,254.00
30	Excavation, Earth	42.00 Cyd	0.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
31	Undercut Aggregate, 21AA Limestone	42.00 Cyd	0.00	\$30.00	0.00	0.00	\$0.00	0.00	\$0.00
32	Aggregate Base, 21AA Limestone, 8 inch	131.00 Syd	0.00	\$18.00	0.00	0.00	\$0.00	0.00	\$0.00
33	Maintenance Aggregate, 21AA Limestone	10.00 Ton	0.00	\$30.00	0.00	0.00	\$0.00	0.00	\$0.00
34	Structure Cover, Adj	8.00 Ea	2.00	\$250.00	0.00	0.00	\$0.00	2.00	\$500.00
35	Hand Patching	7.00 Ton	3.00	\$250.00	0.00	0.00	\$0.00	3.00	\$750.00
36	Conc Pavt, Nonreinf, 8 inch	27.00 Syd	50.00	\$88.00	0.00	0.00	\$0.00	50.00	\$4,400.00
37	Curb and Gutter, Conc, Det F4	70.00 Ft	26.40	\$40.00	0.00	0.00	\$0.00	26.40	\$1,056.00
38	Curb Ramp Opening, Conc	150.00 Ft	216.60	\$40.00	0.00	0.00	\$0.00	216.60	\$8,664.00
39	Detectable Warning Surface	125.00 Ft	104.00	\$40.00	0.00	0.00	\$0.00	104.00	\$4,160.00
40	Sidewalk Ramp, Conc, 6 inch	2975.00 Sft	819.00	\$8.00	0.00	0.00	\$0.00	819.00	\$6,552.00
41	Sidewalk, Conc, 4 inch	9300.00 Sft	11926.00	\$6.00	0.00	0.00	\$0.00	11926.00	\$71,556.00
42	Sidewalk, Conc, 6 inch	2475.00 Sft	2067.00	\$7.00	0.00	0.00	\$0.00	2067.00	\$14,469.00
B - Cloverdale Park Sub-Total:							\$0.00		\$153,855.00
Retainage							\$0.00		

Division: C - Leelane & Orchard Lake

43	Audio Video Route Survey, Div. III	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
44	Mobilization, Max. \$2500, Div. III	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
45	Traffic Maintenance and Control, Div. III	1.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
46	Curb and Gutter, Rem	52.00 Ft	73.00	\$10.00	0.00	0.00	\$0.00	73.00	\$730.00
47	Sidewalk, Rem	138.00 Syd	195.30	\$18.00	0.00	0.00	\$0.00	195.30	\$3,515.40
48	Pavt, Rem	3.00 Syd	462.70	\$18.00	0.00	0.00	\$0.00	462.70	\$8,328.60
49	Sidewalk Ramp, Rem	17.00 Syd	0.00	\$18.00	0.00	0.00	\$0.00	0.00	\$0.00
50	Excavation, Earth	8.00 Cyd	0.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
51	Undercut Aggregate, 21AA Limestone	8.00 Cyd	0.00	\$30.00	0.00	0.00	\$0.00	0.00	\$0.00
52	Aggregate Base, 21AA Limestone, 8 inch	14.00 Syd	0.00	\$27.00	0.00	0.00	\$0.00	0.00	\$0.00
53	Maintenance Aggregate, 21AA Limestone	2.00 Ton	19.87	\$50.00	0.00	0.00	\$0.00	19.87	\$993.50
54	Conc Pavt, Nonreinf, 8 inch	3.00 Syd	74.10	\$108.00	0.00	0.00	\$0.00	74.10	\$8,002.80
55	Curb and Gutter, Conc, Det F4	2.00 Ft	127.20	\$50.00	0.00	0.00	\$0.00	127.20	\$6,360.00
56	Curb Ramp Opening, Conc	50.00 Ft	0.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00

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City of Farmington - 2020 Sidewalk Program

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
57	Detectable Warning Surface	5.00 Ft	0.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
58	Sidewalk Ramp, Conc, 6 inch	148.00 Sft	9.30	\$10.00	0.00	0.00	\$0.00	9.30	\$93.00
59	Sidewalk, Conc, 4 inch	1240.00 Sft	2158.10	\$8.00	0.00	0.00	\$0.00	2158.10	\$17,264.80
60	Restoration for Division III at Violet	0.00 Syd	220.20	\$10.00	0.00	0.00	\$0.00	220.20	\$2,202.00
	C - Leelane & Orchard Lake Sub-Total:							\$0.00	\$54,990.10
	Retainage							\$0.00	
Division: D - Warner Farms									
64	Mobilization, Max. \$4000, Div. 1	0.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
65	Traffic Maintenance and Control, Div. I	0.00 Ls	1.00	\$2,500.00	0.00	0.00	\$0.00	1.00	\$2,500.00
66	Curb and Gutter, Rem	0.00 Ft	109.30	\$10.00	0.00	0.00	\$0.00	109.30	\$1,093.00
67	Sidewalk, Rem	0.00 Syd	2357.95	\$18.00	0.00	0.00	\$0.00	2357.95	\$42,443.10
68	Pavt, Rem	0.00 Syd	51.30	\$18.00	0.00	0.00	\$0.00	51.30	\$923.40
70	Excavation, Earth	0.00 Cyd	17.10	\$55.00	0.00	0.00	\$0.00	17.10	\$940.50
71	Undercut Aggregate, 21AA Limestone	0.00 Cyd	0.00	\$30.00	0.00	0.00	\$0.00	0.00	\$0.00
72	Aggregate Base, 21AA Limestone, 8 inch	0.00 Cyd	15.00	\$18.00	0.00	0.00	\$0.00	15.00	\$270.00
74	Structure Cover, Adj	0.00 Ea	7.00	\$250.00	0.00	0.00	\$0.00	7.00	\$1,750.00
76	Conc Pavt, Nonreinf, 8 inch	0.00 Syd	101.43	\$81.00	0.00	0.00	\$0.00	101.43	\$8,215.83
77	Curb and Gutter, Conc, Det F4	0.00 Ft	156.90	\$40.00	0.00	0.00	\$0.00	156.90	\$6,276.00
78	Curb Ramp Opening, Conc	0.00 Ft	43.80	\$40.00	0.00	0.00	\$0.00	43.80	\$1,752.00
79	Detectable Warning Surface	0.00 Ft	25.00	\$40.00	0.00	0.00	\$0.00	25.00	\$1,000.00
80	Sidewalk Ramp, Conc, 6 inch	0.00 Sft	219.74	\$8.00	0.00	0.00	\$0.00	219.74	\$1,757.92
81	Sidewalk, Conc, 4 inch	0.00 Sft	18329.35	\$6.00	0.00	0.00	\$0.00	18329.35	\$109,976.10
82	Sidewalk, Conc, 6 inch	0.00 Sft	1828.37	\$7.00	0.00	0.00	\$0.00	1828.37	\$12,798.59
	D - Warner Farms Sub-Total:							\$0.00	\$194,196.44
	Retainage							\$0.00	
Division: E - 2022									
84	Audio Video Route Survey, Div. E	0.00 Ls	0.00	\$2,750.00	0.00	0.00	\$0.00	0.00	\$0.00
85	Mobilization, Max. \$4000, Div E	0.00 Ls	1.00	\$2,750.00	0.00	0.00	\$0.00	1.00	\$2,750.00
86	Traffic Maintenance and Control, Div E	0.00 Ls	1.00	\$2,750.00	0.00	0.00	\$0.00	1.00	\$2,750.00
87	Curb and Gutter, Rem	0.00 Ft	521.90	\$11.00	0.00	0.00	\$0.00	521.90	\$5,740.90
88	Sidewalk, Rem	0.00 Syd	1544.86	\$19.80	0.00	0.00	\$0.00	1544.86	\$30,588.23
89	Pavt, Rem	0.00 Syd	31.70	\$19.80	0.00	0.00	\$0.00	31.70	\$627.66
90	Sidewalk Ramp, Rem	0.00 Syd	195.20	\$19.80	0.00	0.00	\$0.00	195.20	\$3,864.96
91	Excavation, Earth	0.00 Cyd	0.00	\$55.00	0.00	0.00	\$0.00	0.00	\$0.00

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City of Farmington - 2020 Sidewalk Program

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
92	Undercut Aggregate, 21AA Limestone	0.00 Cyd	0.00	\$33.00	0.00	0.00	\$0.00	0.00	\$0.00
93	Aggregate Base, 21AA Limestone, 8 inch	0.00 Syd	0.00	\$19.80	0.00	0.00	\$0.00	0.00	\$0.00
94	Maintenance Aggregate, 21AA Limestone	0.00 Ton	1.11	\$0.01	0.00	0.00	\$0.00	1.11	\$0.01
95	Structure Cover, Adj.	0.00 Ea	13.00	\$275.00	0.00	0.00	\$0.00	13.00	\$3,575.00
96	Hand Patching	0.00 Ton	0.00	\$0.01	0.00	0.00	\$0.00	0.00	\$0.00
97	Conc Pavt, Nonreinf, 8 inch	0.00 Syd	37.80	\$89.10	0.00	0.00	\$0.00	37.80	\$3,367.98
98	Curb and Gutter, Conc, Det F4	0.00 Ft	205.10	\$44.00	0.00	0.00	\$0.00	205.10	\$9,024.40
99	Curb Ramp Opening, Conc	0.00 Ft	316.80	\$44.00	0.00	0.00	\$0.00	316.80	\$13,939.20
100	Detectable Warning Surface	0.00 Ft	245.00	\$44.00	0.00	0.00	\$0.00	245.00	\$10,780.00
101	Sidewalk Ramp, Conc, 6 inch	0.00 Sft	1746.92	\$8.80	0.00	0.00	\$0.00	1746.92	\$15,372.90
102	Sidewalk, Conc, 4 inch	0.00 Sft	12591.71	\$6.60	0.00	0.00	\$0.00	12591.71	\$83,105.29
103	Sidewalk, Conc, 6 inch	0.00 Sft	1257.80	\$7.70	0.00	0.00	\$0.00	1257.80	\$9,685.06
104	Irrigation Repair Allowance	0.00 Dir	0.00	\$1.00	0.00	0.00	\$0.00	0.00	\$0.00
105	Embankment, CIP	0.00 Cyd	0.00	\$55.00	0.00	0.00	\$0.00	0.00	\$0.00
106	Restoration	0.00 Syd	0.00	\$9.90	0.00	0.00	\$0.00	0.00	\$0.00
							E - 2022 Sub-Total:	\$0.00	\$195,171.58
							Retainage	\$0.00	
Division: F - DPW Driveways									
110	Pavt, Rem	0.00 Syd	681.94	\$9.00	0.00	0.00	\$0.00	681.94	\$6,137.46
111	Sidewalk, Rem	0.00 Syd	239.00	\$9.00	0.00	0.00	\$0.00	239.00	\$2,151.00
112	Aggregate Base, 21AA (Limestone), 6 inch	0.00 Syd	681.94	\$9.00	0.00	0.00	\$0.00	681.94	\$6,137.46
113	Conc Pavt with Integral curb, Nonreinf, 8 inch	0.00 Syd	681.94	\$81.00	0.00	0.00	\$0.00	681.94	\$55,237.14
114	Sidewalk, Conc, 4 inch	0.00 Sft	1939.60	\$7.00	0.00	0.00	\$0.00	1939.60	\$13,577.20
115	Sidewalk, Conc, 8 inch	0.00 Sft	211.50	\$9.00	0.00	0.00	\$0.00	211.50	\$1,903.50
							F - DPW Driveways Sub-Total:	\$0.00	\$85,143.76
							Retainage	\$0.00	
Division: G - 2023 Items Pricing									
121	Audio Video Route Survey - Division G	0.00 LSUM	1.00	\$2,887.50	0.00	0.00	\$0.00	0.00	\$0.00
122	Mobilization, Max - Division G	0.00 LSUM	1.00	\$2,887.50	1.00	0.00	\$2,887.50	1.00	\$2,887.50
123	Traffic Maintenance and Control - Division G	0.00 LSUM	1.00	\$2,887.50	1.00	0.00	\$2,887.50	1.00	\$2,887.50
124	Curb and Gutter, Rem	0.00 Ft	195.50	\$11.55	280.60	0.00	\$3,240.93	280.60	\$3,240.93
125	Sidewalk, Rem	0.00 Syd	1851.89	\$20.79	2014.16	0.00	\$41,874.39	2014.16	\$41,874.39
126	Pavt, Rem	0.00 Syd	2.78	\$20.79	2.77	0.00	\$57.59	2.77	\$57.59
127	Sidewalk Ramp, Rem	0.00 Syd	131.44	\$20.79	167.97	0.00	\$3,492.10	167.97	\$3,492.10

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City of Farmington - 2020 Sidewalk Program

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
128	Excavation, Earth	0.00 Cyd	10.00	\$57.75	0.00	0.00	\$0.00	0.00	\$0.00
129	Undercut Aggregate, 21AA Limestone	0.00 Cyd	10.00	\$34.65	0.00	0.00	\$0.00	0.00	\$0.00
130	Aggregate Base, 21AA Limestone, 8 inch	0.00 Syd	10.00	\$20.79	0.00	0.00	\$0.00	0.00	\$0.00
131	Maintenance Aggregate, 21 AA Limestone	0.00 Ton	10.00	\$0.01	0.00	0.00	\$0.00	0.00	\$0.00
132	Structure Cover, Adj	0.00 Ea	3.00	\$288.75	5.00	0.00	\$1,443.75	5.00	\$1,443.75
134	Conc Pavt, Nonreinf, 8 inch	0.00 Syd	2.78	\$93.56	2.77	0.00	\$259.16	2.77	\$259.16
135	Curb and Gutter, Conc, Det F4	0.00 Ft	10.00	\$46.20	0.00	0.00	\$0.00	0.00	\$0.00
136	Curb Ramp Opening, Conc	0.00 Ft	195.50	\$46.20	280.60	0.00	\$12,963.72	280.60	\$12,963.72
137	Detectable Warning Surface	0.00 Ft	115.00	\$46.20	130.00	0.00	\$6,006.00	130.00	\$6,006.00
138	Sidewalk Ramp, Conc, 6-inch	0.00 Sft	1183.00	\$9.24	1174.14	0.00	\$10,849.05	1174.14	\$10,849.05
139	Sidewalk, Conc, 4-inch	0.00 Sft	14924.50	\$6.93	15830.55	0.00	\$109,705.71	15830.55	\$109,705.71
140	Sidewalk, Conc, 6-inch	0.00 Sft	1717.50	\$8.09	2296.90	0.00	\$18,581.92	2296.90	\$18,581.92
141	Irrigation Repair Allowance	0.00 Dir	1732.50	\$1.00	0.00	0.00	\$0.00	0.00	\$0.00
142	Embankment, CIP	0.00 Cyd	10.00	\$57.75	0.00	0.00	\$0.00	0.00	\$0.00
143	Restoration	0.00 Syd	10.00	\$10.40	0.00	0.00	\$0.00	0.00	\$0.00
G - 2023 Items Pricing Sub-Total:							\$214,249.32		\$214,249.32
Retainage							\$13,805.84		

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CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

July 10, 2023 to

July 31 A.D., 2023 performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for or claim compensation from City of Farmington or his agents, in addition to the regular items set forth in the Contract numbered 0111-19-0030 and dated June 8 A.D., 2020 for the Agreement executed between myself and the OWNER, and in the Change Orders for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

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

Date: 8/7/2023

By: Luigi V. Ferdinandi Luigi Ferdinandi & Son Cement Co. Inc.
Title: Luigi V. Ferdinandi, Vice President

Farmington City Council Staff Report	Council Meeting Date: August 21, 2023	Informational
Submitted by: Melissa Andrade, Assistant to the City Manager		
Agenda Topic: Minutes from City's Boards and Commissions		
CIA: July 2023 DDA: July 2023 Historical: July minutes not yet approved Parking: June 2023 Pathways: July 2023 Planning: July 2023 ZBA: August meeting canceled Library: July 2023 - draft Commission on Aging: No July meeting Farmington/Farmington Hills Arts Commission: No July meeting Commission on Children, Youth and Families: No July meeting Emergency Preparedness Committee: July 2023		

CITY OF FARMINGTON
GRAND RIVER CORRIDOR IMPROVEMENT AUTHORITY
MINUTES
July 13, 2023

CALL TO ORDER

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

Members Present: Acceturra, Bowman, Carron, Graham, O'Dell, Thomas
Members Absent: King
Staff: Christiansen

APPROVAL OF AGENDA

Motion by Acceturra, supported by O'Dell to approve the agenda. Motion approved unanimously.

APPROVAL OF MINUTES

Motion by Thomas, supported by O'Dell to approve the May 11, 2023 minutes. Motion approved unanimously.

ADOPTION OF 2023/2024 BUDGET

Director Christiansen reviewed the current and proposed Grand River Corridor Improvement Authority budgets with the Board. Motion by Thomas, supported by Graham to approve the 2023/2024 Grand River Corridor Improvement Authority Budget. Motion approved unanimously.

PUBLIC COMMENT

None.

BOARD COMMENT

The Board made comments regarding status/potential redevelopment of The Winery.

ADJOURNMENT AT 9:07 am



8:00AM Wednesday, July 12, 2023
City Hall Conference Room
23600 Liberty Street
Farmington, MI 48335

MINUTES

Called to order at 8:03am by Todd Craft

1. Roll Call

Present: Chris Halas, Heather Lyon, James McLaughlin, Claire Perko, Todd Craft, Linda Deskins, Tom Pascaris, Sara Bowman, Donovan Singleton (8:09)

Others Present: Kate Knight, Jess Westendorf, Kevin Christiansen, David Murphy, Chris Weber, Gabe Beaulé, Eric Helzer (Advanced Redevelopment Solutions), Tim Loughrin (Robertson Brothers), Darian Neubecker (Robertson Brothers), Richard Barr (Robertson Brothers Consultant)

Absent: None

2. Approval of Consent Agenda Minutes: June 7, 2023 Regular Meeting

**MOTION by Bowman, SECONDED by Halas.
Motion passes unanimously.**

3. Approval of Regular Agenda

**MOTION by Bowman, SECONDED by Halas.
Motion passes unanimously.**

4. Public Comment

Opened and closed at 8:04 by Todd Craft.

5. Executive Director Update

Knight: Thank you to Board members for attending National Main Street's Transformation Strategy workshop on June 30. We will begin implementation this year with first steps through the Organization and Executive Committee.

MEDC RAP 2.0 Placemaking Grant: Farmington applied with 11 other main street communities geared around public space. Three spaces for Farmington – Dinan Park, Masons Corner, Art Promenade Park. Total Farmington project benefit of \$1.2 million, with local match infusion of \$600K, 25% contribution match of ARPA funds from Oakland County. Total grant ask is \$7 million.

Founder Festival is July 20-22. Last year's event recorded more than 80K people. The lineup is great, the footprint is familiar.

TIF application for hillside towns development is a top priority this month. Developer and consultant will present the project at this July meeting.

The DDA hosted our annual Volunteer Appreciation/ Harvest Moon volunteer access event at Riley Park, attended by approximately 100. Special thanks to Linda Deskins for her work in organizing. Volunteer interest is strong again this year.

6. Presentation of Hillside Townes TIF Application with Robertson Brothers and Advanced Redevelopment Solutions

DDA will review the first application of our amended TIF plan. A DDA committee comprised of appointees from the DDA Board and city administrative team (treasurer, building/planning, DDA Director) will meet to confirm that the application is qualified per DDA policy guidelines and make a recommendation to the DDA Board.

Project overview by Darian Neubecker, Robertson Brothers: Hillside Townes is a 53 unit, Single-Car, Three Story For-Sale Townhome, with average per unit of 1,330 square ft. Eric Helzer provided a project TIF plan project overview: Nearly \$3M which is a very big lift on a project of this scale. \$1.4M would come from DDA TIF, with built-in retained obligation (annual percentage that DDA retains). \$182K base, four-year project buildout, to over \$9M in taxable value in first full stable year. In first 11 years, \$1.4M would be paid off, in 12+ years, DDA revenue would flow to interlocal governmental agreement to Brownfield Redevelopment Authority (BRA), an estimated \$840K 11-15 year to pay off BRA expenses. BRA is a 23-year plan. Seeking \$1M EGLE grant which will reduce the obligation in the Brownfield Plan. Grant would shorten the duration of the payout, less DDA TIF revenue obligation, which could create a surplus of revenue in the final years of DDA to capture. If grant is awarded, developer will provide a forecasting. Committee will meet before August 2 to make a recommendation to DDA Board to approve the application, the Board recommendation will then go to council on August 7 with the BRA Agreement.

MOTION by Singleton, SECONDED by Halas, to establish the TIF Plan Application Committee for the Robertson Brother project. Committee will consist of DDA Business Development Committee (Todd Craft, Donovan Singleton, Tom Pascaris, & Heather Lyon), Kate Knight, Kevin Christiansen, Chris Weber. Motion passes unanimously.

7. Committee Updates:

a. Organization Committee

Excellent sign-up for Harvest Moon Participation and discussion of adding a DDA table at the entrance. Requesting support from DDA Board to man the table. Catalyst and transformation strategy will be reviewed by committee.

b. Harvest Moon Committee

Planning is underway- in progress for booking bands, food, marketing and logistics.

c. Promotions Committee

Social media growth, buckslip for waterbill insert has been published, kiosk updates are under control.

d. Business Development Committee

Added another member, welcome Heather, and formed the TIF Allocation Review Committee.

e. Design Committee

Committee has not met, but physical improvements are coming right along with Cannelle. Heights Brewing garage door is in which is sign and façade grant. La Pecora Nera is moving in equipment and looking great. Construction started on the pocket park anticipating completion for Labor Day.

f. Public Art Committee

Planning for Heart the Art at GLP in February, next meeting July 25, 6:30pm. Fieldtrip to Carlos Neilbock's studio in Detroit on June 28. Farmington Area Arts Commission is seeking Farmington City Hall art, submissions due August 1st, installed in September for a two-year installation.

8. Other Business

Tuesday Morning update- The lease went out to bid as a part of the bankruptcy process, which places it out of control of property owner/management. The highest bidder to take over remaining five-year lease was Dollar Tree. Process is in review with property owner's legal team.

9. Board Comment

Bowman: Stressed the importance of the DDA Board ensuring that we are following City projects and the planning involved to get us to the point of developer selection. We have Downtown plan, area plans, master plans, etc. that we must consider when moving a project forward. We are always residents first, but also need to take the greater good and process into account when voting for projects regardless of personal feelings on project.

Craft: Stressed the important that we have the right people on committees. If you have a specific person, bring them to us. We need the right skills and right experience on the right committees.

10. Adjournment

MOTION to Adjourn by Singleton, SECONDED by Deskins.

Motion passes unanimously.



**Parking Advisory Committee Meeting
7:00 p.m., Wednesday, June 21, 2023
Conference Room
23600 Liberty Street
Farmington, MI 48335**

**PARKING ADVISORY COMMITTEE MINUTES
June 21, 2023**

Time: Meeting was called to order at 7:07pm

Present: Crutcher, Houhanisin, Mantey, McAvoy, Murphy

Absent: Singleton, Taylor

Approval of Agenda

- Motion by McAvoy. Seconded by Crutcher to approve the agenda
- Motion carries unanimously

Approval of the March 2023 Parking Advisory Committee Minutes

- Motion by Crutcher. Seconded by McAvoy to approve the March 2023 minutes
- Motion carried unanimously

Public Comment

- No public comment

DDA Business Development Committee Recommendation for timed on-street parallel parking spaces on Farmington Road, just north of State Street

- Committee discussed request for 15-minute temporary time limits being placed on these spots during the construction of the pocket park
- Committee determined permanent 2-hour time limits placed on these spots, as well as other Farmington Rd. spots, would be the best course of action (see motion below)

Motion to recommend 2-hour permanent time limits on Farmington Rd. parking

- Motion made by McAvoy to recommend permanent 2-hour time limits be placed on all parking spots on Farmington Rd. South of Grand River Ave. and North of Alta Loma dr.
- Motion Seconded by Crutcher
- Motion carries unanimously

Public Safety Update (May 2023)

- Total violations: 23
- Total warnings issued: 21

Walking Tour of Downtown Farmington

- **Farmington Road**
 - When parking spots west side of Farmington Rd. just North of State Street are full, vehicles attempting to turn onto Farmington Rd. from State Street can lose some visibility of oncoming South bound traffic
 - Walking sign at crosswalk on Farmington Rd. West side (South Bound) by CVS is difficult to see from the road. Visibility will get worse as trees on the west side of the road get larger
- **EV Charging Stations**
 - Signs have been ordered identifying parking spots as EV charging only
 - QR code on one of the Oakland St. EV Chargers is not readable by phone camera

Committee Comments

- No committee comments

Next Meeting

- There will be no meeting of the Parking Advisory Committee in July, 2023
- The Next meeting will be held on August 16, 2023

Adjournment

- Motion to adjourn by McAvoy. Seconded by Crutcher to adjourn the meeting
- Motion carries unanimously
- Meeting was adjourned at 8:15pm



FARMINGTON PATHWAYS COMMITTEE

7:00 p.m.

MINUTES

JULY 12, 2023

1. CALL TO ORDER

Meeting called to order at 7:01 pm

2. ROLL CALL

Present: Tim Prince, Sue Lover, Maria Taylor, Bill Gessaman, Kevin Parkins, Chris Weber, Joe VanDerZanden

Absent: Brent Bartman, Kevin Christiansen

3. APPROVAL OF AGENDA

Motion to approve by Sue and supported by Maria – Unanimous approval

4. APPROVAL OF MINUTES

a. MEETING MINUTES, JUNE 14, 2023

Motion to approve by Maria and supported by Bill – Unanimous approval

5. OLD BUSINESS

- a. 9 MILE PATHWAY UPDATE – Plan expected to be finalized in the next week or two. 15 mil estimate for all. Estimated cost of \$2.7 Million for Farmington portion. Discussed prioritization of legs of the trail and ongoing planning of prioritization.

Identified that most effective means of obtaining funding is to form a group with neighboring communities, such as Farmington Hills, to apply together for plan and apply for grants.

Branding of the trail to be developed by an outside company yet to be identified. 9 Mile Pathway Group currently holding waiting on branding being developed.

b. FARMINGTON HILLS MASTER PLAN WEBSITE LINK

- i. <https://engage.giffelswebster.com/farmington-hills-master-plan> - is online now listing priority projects with comments section for comments and requests on projects.

- ii. List of Pathways Committee priority locations for input – Pathways Committee members to consult list of identified priority locations bordering Farmington Hills/joint responsibility areas to provide comments on Master Plan to encourage advancement of identified projects.

- iii. List of groups/people to inform of link – planned to share link to interested local people and groups.

c. SEMCOG BICYCLE AND PEDESTRIAN MOBILITY UPDATE

- i. Training on SEMCOG tools – sent out an email, awaiting a reply about getting training for interested Pathways members

- ii. Grants for Old Farmington Road Bridge – Sue emailed Brian, he gave a contact at MDOT who has been contacted, awaiting reply.

- iii. Results of grant application: did not get the grant for the non-motorized pathway study – SEMCOG response is that not enough funds available

to fund all applied projects (41 applications received for \$50k individual grants), their priority is funding projects involving multiple communities – suggestion is to apply again with a partner.

Option to get a partner to reapply would involve splitting \$50k grant with partner if obtained.

Also the option to use SEMCOG tools to do complete some assessment tasks ourselves, which is being explored starting with getting SEMCOG training.

- d. CROSSWALK AT KRAZY KRAB ON GRAND RIVER UPDATE – Meeting next week to try to push the resolution. Engineers are doubtful that MDOT will go for it. Planning to learn what necessary steps would be to get MDOT to accept plan. Reduced speed limit likely necessary and part of the request. Reduced speed limit is also DMOT's decision.
- e. MAXFIELD TRAINING CENTER DEVELOPMENT UPDATE – Chris reported the project is progressing well. The DDA met with developers this morning. The plan is due to go to City Council for approval in August. The developer reportedly wants to perform the demolition this winter and begin construction next spring.
- f. RALPH C WILSON GRANT UPDATE
 - i. Call with grant coordinator – Has not happened yet. Bill has learned who the contacts are for Parks and Greenspace.
 - ii. Tim review of grant application – discussed Tim looked at the website – would likely be applying under Active Lifestyle. Planned to submit a letter of inquiry including details for Farmington 9 mile Pathway project sections. Option to partner with other local communities for 9 mile pathway sections, possibly strengthening application. This grant has funded some bigger projects in the past. After completion of final report for pathway can approach this grant for advice of applying for the Farmington section of the path individually or trying to form a group of communities to apply together.
- g. LIST OF PATH OBSTRUCTIONS – Committee members will send identified obstructions to Tim to compile an ongoing list to address. None identified in this meeting.
- h. DISCUSSION WITH AMERICAN LEGION ON WALKING CONNECTION WITH SHERWOOD STREET – Development concept evaluated by The Planning Commission and Kevin C brought up the suggestion for the connection. Feedback is that the owners of the houses on Sherwood Street do not want the connection and the developers showed no particular interest in whether the connection is made or not. Identified that this project appears to have no current interest to proceed and leaves the option of seeking an easement to develop the connection further in the future.
- i. SAFE ROUTES TO SCHOOL
 - i. Door to door discussion with residents – Maria and Tim went door to door on the east side of Whitaker Street. They went to every house that had provided no response to the survey. All replies from door to door survey were all hard no's on adding a sidewalk. The community has shown no support for this project.
Next Steps: Explore other project options to apply for Grant, including adding lighting for safety, street flooding issues, missing piece(s) of existing sidewalk, and adding a stop sign and/or flashing beacon at Gill Road. Identified that all of these projects can likely be pursued without the need of local community feedback. Planned to have city engineer look at projects and estimate cost for grant writing.
- j. MEDIA POST

- i. Farmington Hills Non-Motorized Plan input – Post and encourage residents to make comments and requests for connections to Farmington and Farmington Hills.

6. NEW BUSINESS

a. ANY NEW CITY CONSTRUCTION PROJECTS? None

b. ANY NEW TARGET AREAS?

- i. 23780 Ely Court sidewalk inquiry – Home is in the area within the project, was marked for replacement but not in the project map. This may be in next year's plans. Received an email from the homeowner asking if her sidewalk would be included in the project. Chris replied and asked for pictures and have yet to receive a reply. Tim said he would take a look at the sidewalk condition.
- ii. Sue – Fresh Thyme parking lot redo coming approximately 2025 – she saw a man in a motorized wheelchair hitting the landscaping curb while trying to stay out of traffic while traveling. Discussed planning safe placed in reconfiguring and improving pedestrian paths when the parking lot is updated, possibly including islands/landings.

7. PUBLIC COMMENT - None

8. COMMITTEE MEMBER COMMENT - None

9. ADJOURNMENT 7:58 PM

Next meeting: AUGUST 9, 2023

FARMINGTON PLANNING COMMISSION PROCEEDINGS
23600 Liberty Street
Farmington, Michigan
July 10, 2023

Vice Chairperson Perrot called the meeting to order in Council Chambers, 23600 Liberty Street, Farmington, Michigan, at 7:00 p.m. on Monday, July 10, 2023.

ROLL CALL

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

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

APPROVAL OF AGENDA

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

APPROVAL OF ITEMS ON CONSENT AGENDA

A. June 12, 2023 Minutes

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

LEGION SQUARE - PUBLIC HEARING AND PUD SITE PLAN REVIEW: CERVI CONSTRUCTION, AMERICAN LEGIONAL HALL, 31775 GRAND RIVER AVENUE

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

Director Christiansen stated this item is a public hearing and preliminary PUD site plan review on a proposed Planned Unit Development Plan for the redevelopment for the former American Legion Hall property located at 31775 Grand River. At the February 13, 2023 Planning Commission meeting the Commission held its preapplication process which is a discussion and review with the Applicant on a proposed PUD Planned Unit Development Concept Plan for the redevelopment of the former American Legion Hall No action was taken at that meeting. At the May 8, 2023 Planning Commission meeting the Commission review the preliminary PUD plan for Legion Square and scheduled the required Public Hearing. The Applicant, Cervi Construction of Livonia, Michigan, has submitted a preliminary PUD plan for the redevelopment of the former American Legion Hall. The preliminary plan includes a concept preliminary site plan, a preliminary proposed building elevation and project support materials. Also, attached with your staff

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packet additional information to include aerial photos of the site, a PUD site plan planning conceptual design review letter from OHM Advisors, the City's planning and engineering consultant dated May 4th of 2023, and a PUD site engineering and conceptual design review letter from OHM Advisors dated 5th, 2023. The Applicant, Cervi Construction of Livonia, Michigan, is here this evening to present a preliminary PUD plan to the Planning Commission. The requested action this evening, Mr. Chairman, is to hold the required *PH as requested by the Applicant, which was scheduled by the Commission back in May and also then to hold that PH so that you would look to open that PH, hold that PH, and then close that PH. Subsequent to that it is then in the hands of the Planning Commission with your next steps. Part of the PUD process you know you are in an advisory capacity, again holding the PH on the preliminary plan and potential action this evening and maybe consideration of that preliminary plan and action by the Commission forwarding it to the City Council for their review and consideration. The City Council takes your hand-off of the preliminary conceptual plan after you hold the PH and act on the *PP and they'll also consider a draft Planned Unit Development Agreement but that is the next step after this step this evening and any action by you. There is one final step after the City Council and that's a final PUD site plan if and when this project were to get to that point, that comes back to you for that final approval. So, with that, Mr. Chairman, I'll turn that back over to you.

Vice Chairperson Perrot thanked Christiansen and invited the Applicant up to the podium to give a summary and review of the proposal.

Todd Craft, 23040 Gill Road, Farmington, representing Fabio Cervi for Cervi Construction for this PH and PUD site plan approval. We're excited to be here for the PH, in this stage of the process, and excited that we have so many people interested and looking forward to get through this process. Since we've been here last the project was reduced from 32 to 30 units and that was to improve some of the interior design of it. And then also the way it was designed we're two-feet more away from the western side of it. Some of the other changes we made, we had the facades redrawn that face Grand River per the recommendation of the City's engineer, OHM to differentiate it and give it more style since it would be close to the sidewalk. Other than that we did bring some brick and stone samples and if there's any other questions, that's pretty much what's changed since we were here last.

Perrot invited the Applicant, Fabio Cervi, to come to the podium.

Fabio Cervi, 12419 Stark Road, Livonia came to the podium, with Cervi Construction. He stated just to build on what Todd had mentioned, we did reduce the project from 32 units to 30 units. It gives a little more leeway on the westerly side but ultimately the interior design, the layout of the unit improved dramatically by doing that and it was in our best interest to deliver the best product we possibly can even at sacrificing a couple of units.

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So, our color rendering, don't know if you've seen it, we've given you a colored rendering of the project, with materials of stone, the colors and mix. Plus we do have the elevations here, the side elevations in the rear were not in color. Aside from that, if there's any other questions for me.

Crutcher asked for the samples the Applicant brought.

Perrot asked for a visual to be put on screen and the Applicant demonstrated the different materials proposed to be used.

Cervi stated more windows were added and transoms up above, a board and batten style siding as well as Hardee siding. He stated the trim will be white, the overhangs and the trim and the soffits and the siding will be darker blue for the siding with red brick below. And the back side is lap siding, with brick on the first floor.

Christiansen stated it may be helpful for edification and audience members to review the comments in the letters from OHM Advisors and the corresponding updated letters.

Chairperson Perrot invited Austin Downey, OHM Advisors, to the podium. He stated that Kevin gave a great outline when and that right outline and from an engineering perspective there are no showstoppers and the couple other comments they expect to see those addressed on the next site plan. He said there will be more sidewalk in front of the townhouses along GR allowing for more accessibility. Jennifer Morris, planner from OHM was not able to be at the meeting tonight but the biggest question she had in regard to the original planning letter presented to the Commission was the façade facing the Grand River side, but seeing the materials tonight clarified those questions.

Commissioner Kmetzo asked at what point do we expect to see a final site plan from Cervi Construction and Christiansen replied that the PUD process is a five-step process and the third step is where we are at now, the required Public Hearing for the Planning Commission. The fourth step is forwarding the preliminary plan after the PH to the City Council, and they then will act on the preliminary plans, so that is within their purview and what action they will take. After that the final PUD site plan, any changes in the final PUD site plan will come back before the Planning Commission for a final approval. After that final PUD site plan, whenever it is, then the next step if the project is approved is the engineering design and construction documents, all the details for site construction in accordance with the City's requirements and it's put together, a complete package, for permits. So, five steps then that can move forward.

Kmetzo said the preliminary site plan that we are reviewing is the site plan that was presented that incorporates the changes that have been made based on the OHM

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Advisors' recommendations with some open issues and Christiansen replied that is correct.

Commissioner Westendorf asked at what point does this go to the Grand River Corridor Improvement Authority and Christiansen replied it already did in February. Their authority was to review

Perrot asked about the Pathways Committee and their input as to walkability. He stated there's a grass cut-thru that currently leads to the current American Legion property to the street. So, in the event this comes to fruition we would need to follow their guidance and work with the developer to address accessibility in terms of sidewalk, connectivity to that neighborhood, things like that.

Christiansen said we have had some dialogue on this and on the various boards and commissions in the City and one of the committees is the Pathways Committee created by the City Council and their charge is to look at connectivity throughout the City of Farmington, existing sidewalks, existing pathways, areas where upgrades and improvements can be made, they look at other opportunities, make suggestions and recommendations to various entities including the Planning Commission and City Council. They look at trying to identify areas where there can be connections that might benefit the City, the public, for walkability, for nonmotorized connection throughout the community. One of the things that they were looking at most recently was the GRCIA Vision Plan and you might note there's also an instrument that was created a number of years ago, the Rouge River Nature Trail Project. It was an assessment that was done by the University of Michigan School of Environment, Natural Resources, and a graduate program within that school, graduate students came to Farmington and they conducted a survey and an analysis of the Rouge River that runs through Farmington up in Farmington Hills, so let's go to Ten Mile and Farmington Road that goes down to Heritage Park, it comes into and through Shiawassee Park and comes along the south side of Grand River and crosses underneath Grand River and then comes on the north side of Grand River, south side of Valley View and runs underneath GR and then comes across behind those properties on Brookdale and then adjacent to the west side of Brookdale Condominiums, you'll see there's a little blow out portion, a little elbow is right there at Sherwood, then it continues on and goes through Farmington, Nine Mile Road area and goes out by a connector and into the Botsford area. The Pathways Committee has looked at that plan, the Rouge River Nature Trail Project plan, which again is an evaluation and recommendations from that graduate student group at U of M, the GRCIA certainly references that tool that looks at opportunities for redevelopment and also made comment here with this project, too, because it may be at some point in time the ability to implement that plan, whether it's in part or in its entirety and to achieve some of the connectivity that it's proposing. One of the things that was discussed and that you alluded to, Mr. Chair, is along Sherwood Avenue, particularly the east/west portion from the west end where it ends going towards

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the Farmington branch of the Rouge River. And then as we go east there is a sidewalk there on the south side of this piece, adjacent, and also on the south side of Sherwood and there's sidewalk on Shaw. So there is some unstructured portions including the south side of this property.

There was dialogue about that at the CIA level and the Pathways Committee. If you look to the south end of this drawing which is the site plan package color sheet, you'll see that there is property that goes out to the edge of Sherwood Street and it's vegetated, it doesn't look down, there is a grade right there and currently there is a worn path over time, undefined and unstructured, and you'll see the sidewalk on the adjacent property to the east. So one of the things we take to look at when we're looking at site plans as was discussed here by OHM on the Grand River side, is making sure we have that connectivity to that sidewalk.

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

Motion carried, all ayes.

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

PUBLIC HEARING

James Misaros, 31712 Sherwood, lives in house and adjacent and east of prop addressed the comment regarding the connectivity regarding the parking lot and Sherwood Street, which is only used to provide access for the American Legion Hall to get back and mow the lawn and was always intended as a greenbelt barrier and that the agreement was that the hall would maintain the section that has no sidewalk there.

Doug Stanton 22409 Sherwood, stated his concerns with the close proximity of the proposed units and his house.

Johnny Watson, 31751 Sherwood expressed concerns about construction traffic, garbage and that the project doesn't benefit the neighborhood.

Jordan Meyer, 31831 Brookdale, Unit 103, expressed concerns with parking, the noise and density and height of the project, garbage, as well as it being rentals as opposed to ownership, project will change character of neighborhood, including his view of the sunrise, and strongly opposes the project.

Brendan Ruddy, 31721 Sherwood Street, opposes project, especially a multi-story one and expressed concerns about parking.

Marya Davis, 30105 West Ten Mile, Farmington Hills, Commander of American Legion, spoke to the outstanding character of Cervi Construction and is highly confident in their forthrightness and ability to work out a good resolution for the project.

Kim Campbell, 31622 Shaw, expressed concerns with overall design of project and it not being compatible with the neighborhood.

Allan Appiah, 31731 Sherwood Street, expressed concerns with size and height of project and it not being compatible with neighborhood

MOTION by Kmetzo, supported by Mantey, to close the Public Hearing.
Motion carried, all ayes.

(Public Hearing closed at 8:11 p.m.)

Vice Chairperson Perrot asked if there were further questions or comments from the Commissioners.

Crutcher wants to know how comments and concerns will be addressed by developer.

Perrot invited Cervi back to the podium.

Fabio Cervi returned to the podium. He stated that he has spoken with Mr. Misaros about his concerns and tried to address them with fencing and vegetation to block sound to try and accommodate the site. He stated they own The Orchards in Farmington and as far as parking is concerned seven of the eleven renters at that complex own one car, four of them have two cars. The units are \$2,000 a month, they are young professionals with good paying jobs and smart and he anticipates the proposed development will attract the same clientele. He said as far as damage to property from construction, they build within five feet of homes and there is no heavy trucks intending to be utilized, the building is 14 feet and the walls will be pre-built. He stated he feels trash cans is a much more sanitary way of handling the trash. Another unit he owns where there is City trash is a much more sanitary way of handling trash than dumpsters. He said the building will be 65 feet from Sherwood with a beautiful retaining wall in the back so that will cut off access per se from people coming straight down from the site to Sherwood, they have beautiful landscape design that will enhance the rear of the property as opposed to homes that would probably be 25-30 feet from the curb. These buildings will be set back further and beautiful landscape that will benefit the residents on Sherwood. He stated as far as renters, Brookdale Condos are owner operated and 40% of their complex is rentals. He stated his sites are quiet, they screen their tenants, and he thinks this project will add benefit to the neighborhood.

Crutcher asked if the garbage cans will remain outside or pulled into the garage and Cervi replied pulled into the garage. He then addressed the parking as there is a one-car garage and one can park on the drive, four visitor parking spaces. Crutcher then asked if the units on the main floor will have a patio or deck and no yard area at back of unit and Cervi replied there is a deck not connected by grade or ground.

Kmetzo asked how long they anticipate construction to be and Cervi replied a little over two years as they had a similar project in Farmington Hills during Covid and it came in at a little over two years.

Kmetzo asked how long the American Legion has been vacant, and Christiansen referred the question to Commander Davis.

Commander Davis came to the podium and stated the American Legion is currently occupied and in use. There hasn't been as much activity there since Covid which is the primary reason why we are leaving because that took all of our income, our income cannot maintain a 1947 building so we have decided to downsize. They still use the property and the Hall is used for their own members' use. They continue to look and they want to stay in Farmington, however we may end up having to go a little farther out because the needs we have for parking, etc., are not readily available.

Perrot called for a motion on the item.

MOTION by Kmetzo, supported by Mantey, to table the PUD Site Plan Review for Cervi Construction, American Legion Hall, 31775 Grand River Avenue, so the Applicant can take into consideration the comments heard at the Public Hearing, and in the OHM Advisors review letters, to give the Applicant an opportunity to make any changes based on those comments and the engineering and planning letters and their recommendations proposed in those letters

A roll call vote was taken on the aforementioned motion with the following result:

AYES: Kmetzo, Mantey, Perrot, Westendorf

NAYS: Crutcher

Motion to table carried (4-1).

UPDATE – CURRENT DEVELOPMENT PROJECTS

Director Christiansen gave an update on the current development projects stating the Streetscape is completed, work on Heights Brewery continues and they are hoping for an end of summer/September timeframe for opening. He encouraged people to stop in Jill's

Pharmacy to see the work on the inside. The Castle Dental property has sold, not aware of next step yet. The old Fitness 19 will now be My Salon Suites. Cannelle's is refurbishing the interior and exterior as well as the implementation of outdoor seating. The Big Boy statue is up. There has been interest in the Paramount Health Care and the Winery is under contract with the MEDC and Oakland County and is looking for financial support for the project. Maxfield Training Center is moving along and will go before Council at an August meeting. Savvy Sliders is close to opening and Blue Hat Coffee has completed their work. There has been some repurposing of industrial buildings along Nine Mile and Dagwood Deli might be transferring ownership. He reminded everyone that the Founder's Festival is up and coming the third weekend in July.

PUBLIC COMMENT

None heard.

PLANNING COMMISSION COMMENT

None heard.

ADJOURNMENT

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

The meeting was adjourned at 8:42 p.m.

Respectfully submitted,

Secretary

**Farmington Community Library Board of Trustees
Board Meeting - 6:00 p.m. – July 13, 2023**

Board Members Present: Murphy, Brown, White, McClellan

Board Members Absent: Hahn, Doby. Two seats vacant. (Doby will show later.)

Staff Members Present: Showich-Gallup, Peterson, Wrench

Staff Members Absent: Siegrist

CALL TO ORDER

The Regular Board Meeting was called to order at 6:08 by President Ernie McClellan..

APPROVAL OF AGENDA

MOTION by Murphy to approve the Agenda for the July 13, 2023 Board meeting was supported by Brown.

Vote: Aye: All in favor (4-0)

Opposed: None

Motion passed.

APPROVAL OF MINUTES

MOTION by White to approve the Minutes of the Regular Board Meeting held on June 8, 2023, was supported by Murphy.

Vote: Aye: All in favor (4-0)

Opposed: None

Motion passed.

TREASURER'S REPORT

MOTION by Brown to approve May expenditures totaling \$338,116.32 was supported by Murphy.

Vote: Aye: All in favor (4-0)

Opposed: None

Motion passed.

MOTION by Brown to receive and file June 2023 financial reports was supported by White.

Vote: Aye: All in favor (4-0)

Opposed: None

Motion passed.

FRIENDS' REPORT (S. Charlebois)

- There will be a Book Sale July 21-23 in the Auditorium.
- S. Charlebois attended the ALA Conference in Chicago June 22-27 and will attend the United for Libraries Virtual Conference August 1-3. ALA sessions of note: succession planning for a Friends board, and Outreach.

(Board member Doby arrives.)

LIBRARY DIRECTOR'S REPORT (M. Showich-Gallup)

- Jillian Baker will become the Assistant Director.
- All FY 2023 goals were met in circulation, program attendance, and library card signup.
- Summer Reading Final Party, July 31, 6:30-8:30 pm.
- Lobster Food Truck on July 25. Mango Languages and Oakland County Literacy will be highlighted.
- Michigan Library Association featured Jennifer Harper, FCL Children's Librarian, on their Facebook.

Facilities (D. Wrench)

- Carpet on stairs to Children's at Twelve Mile is complete.
- DW is coordinating demolition of conveyor to coincide with arrival of new parts to minimize downtime. Project to be completed by November.
- DW and others are investigating establishment of outdoor seating space at Twelve Mile.

UNFINISHED BUSINESS

None

SUBCOMMITTEES

Personnel

MOTION by Murphy to have Personnel Committee determine process for selecting a board candidate and for reporting to board was supported by Brown.

Vote: Aye: All in favor (5-0)

Opposed: None

Motion passed.

NEW BUSINESS

None

CORRESPONDENCE

None

PUBLIC COMMENT

None

TRUSTEE COMMENT

None

ADJOURNMENT

The Board meeting was adjourned by President McClellan at 6:59 pm. The next meeting of the Library Board is scheduled for Thursday, August 10, at 6:00 pm.

Respectfully Submitted,

Jim White, Secretary
Library Board of Trustees

APPROVED MEETING MINUTES
FARMINGTON / FARMINGTON HILLS EMERGENCY PREPAREDNESS COMMISSION
JULY 3, 2023
FARMINGTON HILLS CITY HALL – VIEWPOINT ROOM
31555 W. 11 MILE RD.
FARMINGTON HILLS, MI 48336

CALLED TO ORDER BY: CHAIR AVIE AT 5:01 PM

MEMBERS PRESENT: SWEENEY, SLOAN, WECKER, AVIE, WILLIAMS, IGWE, SIEGRIST

MEMEBRS ABSENT:, CIARAMITRO, ECHOLS, YUSKOWATZ, SCHERTEL, HOPFE, FORSHEE

OTHERS PRESENT: Massey (FH Council)

CITIZENS PRESENT: Joe Hejka

APPROVAL OF AGENDA:

Motion by Sweeney, support by Siegrist, to approve the agenda as submitted.
Motion carried unanimously.

APPROVAL OF MINUTES:

Motion by Wecker, support by Siegrist, to approve June 5, 2023 meeting minutes as submitted.
Motion carried unanimously.

BUDGET ITEMS:

- EPC training Items approved on 6/5/23 have been purchased.
- 2022 fiscal year budget has been fully expended.
- Fiscal year 2023 budget of \$2,500 was approved by Farmington Hills City Council.
- Farmington City 10% budget off set approved.

UNFINISHED BUSINESS:

- Women & friends Self Defense Seminar arrangements are still pending
- The Sign up genius is in place for both the monthly City Council "Tip of the month" and the Founders Day informational booth completed. The EPC Commissioners are encouraged to sign up to support these activities that fit into their personal schedule.

NEW BUSINESS:

- Founders Festival Preparations: The EPC booth will be in the Corewell Health Tent. There are multiple open time slots for staffing the tent. Avie procured EPC decals and folders as discussed last month for distribution - Sweeney will prepare 100 folders. FH Administrator will print materials from Avie for folders. Extra materials will be stored in EPC room at The Hawk.

Williams will create a QR code that links to the Oakland County Homeland Security preparation website.

- Avie outlined Founders Festival parade day activities – Forshee, Hopfe, Williams, Sweeney volunteered to act as parade assembly coordinators. Discussion was held regarding assembly coordinators responsibilities.

COMMITTEE REPORTS: (none)

LIAISON REPORTS:

- **FH City Council (Massey)** – FH passed the 2023 FY budget. Plans for the City’s 50th Anniversary celebration have been finalized.
- **FHFD (Wecker)** – provide a Stop the Bleed training session for the lifeguards at Beechview Swim Club. Registration for the CPR / AED / STB class on July 20, 2023 is almost full.

PUBLIC COMMENT:

- **Joe Hejka** – stated that he is interested in volunteerism. He is attending different board, commission, and council meetings to see what best suits him.

COMMISSIONER COMMENTS: (none)

- **AVIE** – looking forward to Alex Doerr’s participation in the Founder’s Festival. He is working on a boy scout merit badge in Civil Affairs and Emergency Preparedness. Avie was approached by a second boy scout who is also working on a merit badge in Civil Affairs.

NEXT MEETING DATE:

It was confirmed that the next meeting date is on Monday, August 7, 2023 in the Community Room.

ADJOURNMENT:

Chair Avie adjourned the meeting at 5:47 pm.

Minutes taken by M. Sweeney, drafted by Secretary Echols