



**Special City Council Meeting
6:00 p.m., Tuesday, April 30, 2019
Conference Room
23600 Liberty Street
Farmington, MI 48335**

SPECIAL MEETING AGENDA

- 1. Roll Call**
- 2. Approval of Agenda**
- 3. Public Comment**
- 4. South Farmington Baseball Proposal for Ball Diamond Fencing at Shiawassee Park**
- 5. Closed Session – Land Acquisition**
- 6. Other Business**
- 7. Council Comment**
- 8. Adjournment**

Farmington City Council Staff Report	Council Meeting Date: April 30, 2019	Item Number 4
Submitted by: City Manager		
Agenda Topic: Replacement/Installation of fencing of the baseball fields at Shiawassee Park		
Proposed Motion: Approve License Agreement for Fence Installation at Shiawassee, to be paid for by SFB (South Farmington Baseball, Inc.)		
Background: Dan Irvin, representing SFB (South Farmington Baseball, Inc.), approached the city about SFB replacing the fencing at the four baseball fields at Shiawassee Park. SFB will be paying for the cost of the fence replacement with no cost to the city.		
Materials: License Agreement for Fence Installation at Shiawassee		

Specializing In
 Aluminum, PVC Vinyl, Wood,
 Wrought Iron, Chain Link
 Custom Gates of All Kinds
 & Repairs



Phone: 586-806-0482
 Fax: 586-806-0458
 eastsidefence.com

Date: 4-14-19

PROPOSAL

Customer Information:

Shawwassee Park
 Shawwassee Park / Power RD
 Farmington MI

Job Information:

DIAMOND # 1
 Scott Steinmetz
 248 330 4433
 SSteinmetz@shawelectrics.com

General Specifications:	
2 1/2" line	
1 1/2" SS20 top	
6' 6ga galvanized	
8' 1ga galvanized	
Associated Shop Drawings:	

Work Description:

Remove 20' of 6' 6ga wire Install 20' of 6'
 6ga galv wire Remove 60' of 8' 1ga wire Install
 60' of 8' 1ga wire ext existing line 40' 8' new
 3026.00

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Date: 4-14-19

PROPOSAL

Customer Information:

Showasee Park
Showasee Rd / Power Rd
Farmington Michigan

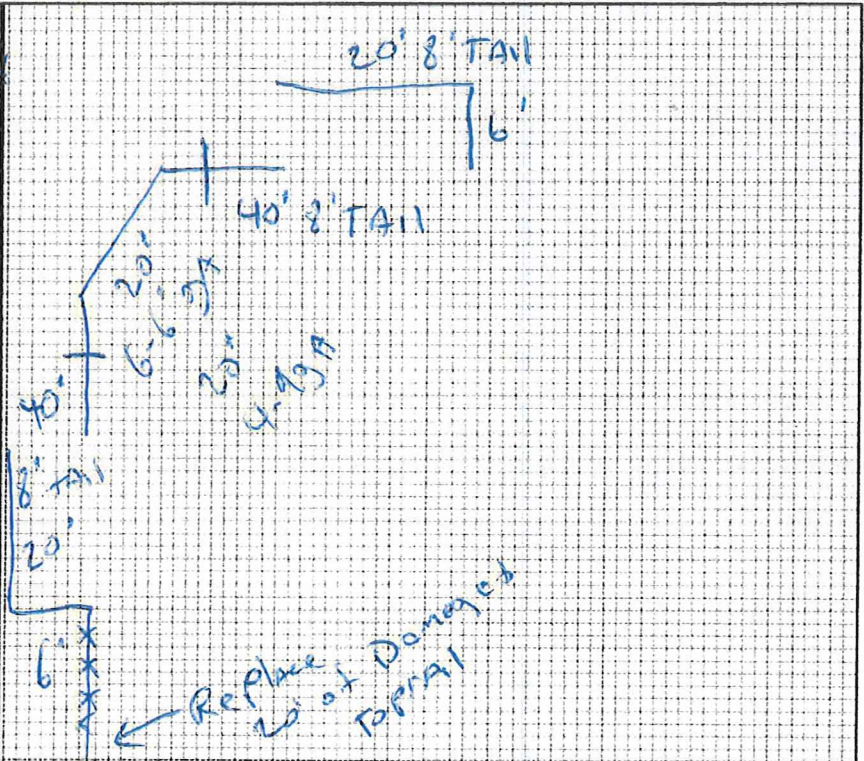
Job Information:

Diamond #2
Scott Stenmetz
248 370 9433

General Specifications:

6' 6ga galvanized
8' 9ga galvanized
4' 9ga galvanized
1 1/2" SS 20 galvanized

Associated Shop Drawings:



Work Description:

Return top & Post where needed
Remove & haul away 132' of old 8' TAIL wire
Install 132' of 8' chainlink Remove & haul away 20'
of 6' 6ga wire Install 20' of 6' 6ga GALV Remove
& haul away 20' of 4' wire Install 20' of 4'
9 ga wire Replace 20' of Damaged Toprail 2400.00

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Date: 4-14-19

PROPOSAL

Customer Information:

Shawwassee Park
Shawwassee Park / Power Rd
Farmington MI

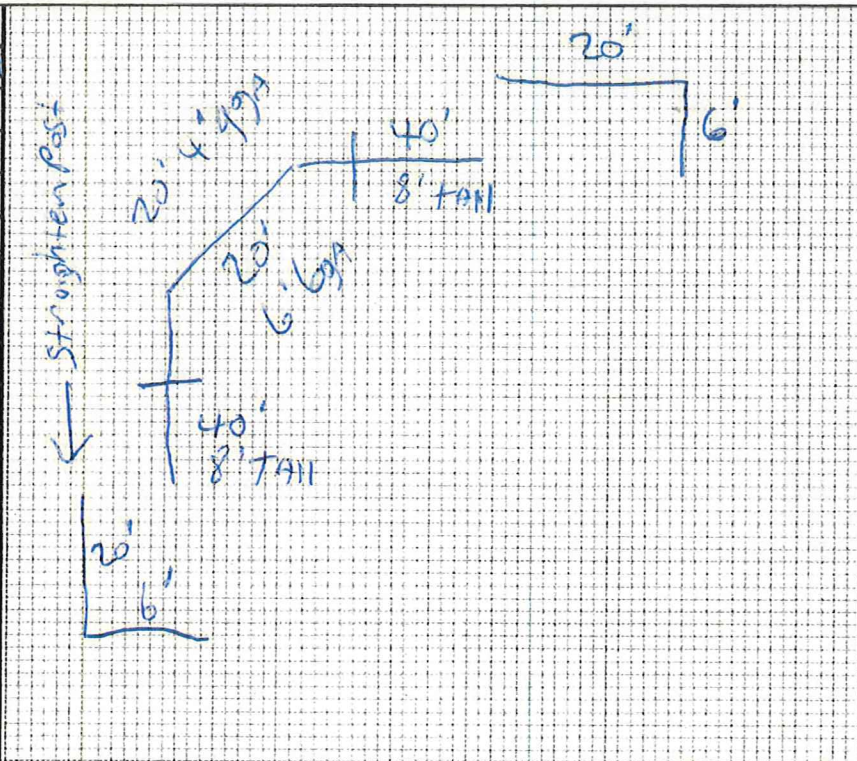
Job Information:

Diamond #3
Scott Stearns
248 320 4433

General Specifications:

1 1/2" SS20 galvanized
6' 6ga galvanized
4' 9ga galvanized
8' 9ga galvanized

Associated Shop Drawings:



Work Description:

Retie top end posts where needed
Straighten Post Install 80' of new Bottom Rail
Remove 170' of 8' wire Install 130' of 9ga wire
Remove 20' of 6' 6ga wire Install 20' of 6' 6ga
galvanized wire Remove 20' of 4' wire and install
20' of 4' 9ga galvanized wire 2530.00

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

**LICENSE AGREEMENT FOR
FENCE INSTALLATION AT SHIAWASSEE PARK**

THIS LICENSE AGREEMENT ("Agreement") made effective the ___ day of May, 2019, by and between the CITY OF FARMINGTON, Oakland County, Michigan, herein called the "City", 23600 Liberty Street, Farmington, Michigan, 48336, and SOUTH FARMINGTON BASEBALL, INC., a Michigan non-profit corporation, whose address is PO Box 1067, Farmington MI 48332, herein called the "SFB."

RECITATIONS

- A. City owns Shiawassee Park, located in the City of Farmington, Michigan, located on the south side of Shiawassee Road and west side of Power Road ("The Property"). City and SFB have entered into an arrangement for the use by SFB of the baseball fields for Little League Baseball activities.
- B. Some of the fencing for the fields has become dilapidated. SFB has approached City with a proposal to replace the fencing, free of any charge to City. Plans for such fencing (the "Fencing Improvements") are attached as **Exhibit A**.
- C. City has agreed to authorize such activity on its property, under the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. Grant of License. City hereby grants to SFB a temporary, revocable license to construct the Fencing Improvements on Property as shown plans. This license authorizes only the use of the Property in connection with the construction and grants no other rights or interest in the Property. SFB shall cause the Fencing Improvements to be installed in competent, efficient, timely, good, professional, thorough, complete and responsible manner. City shall have the right to inspect the installation and require corrections and alterations as determined in its sole discretion.

2. Term/Revocation. The term of this Agreement is only until the construction of the Fencing Improvements is complete and has been accepted by the City. This Agreement does not grant SFB or its fencing installation contractor a property interest in the Property, and as a revocable license, may be terminated or revoked by resolution of the City at any time. SFB that, as public property, the property is not subject to any lien for materials or labor or otherwise under Michigan law. No notice of commencement or lien shall be filed against the Property. Lien waivers may be requested of SFB, its contractor, or subcontractors.

3. Indemnification. SFB shall defend, pay on behalf of, indemnify, and hold harmless City, its elected and appointed officials, employees, and volunteers, and other persons working on behalf of City, from and against any and all claims, demands, suits, or loss, including all costs and attorneys fees connected therewith, and from any and all damages that may be asserted, claimed, or recovered for personal injury, including bodily injury or death and/or property damage, including loss of use thereof, arising out of or in any way connected or associated with this Agreement and the design or construction of the Fencing Improvements. City shall provide notice to SFB within a reasonable time of the receipt of any claim arising under this Agreement or relating to the Property.

4. Insurance/Bonds. SFB shall secure and maintain during the entire duration of this Agreement the following insurance coverages from a good and reputable company or companies doing business in the State of Michigan:

- A. Workers' Compensation & Employers' Liability Insurance, Michigan Statutory Limits of Liability.
- B. Commercial General Liability Insurance on an occurrence basis with limits of liability not less than one million dollars (\$1,000,000.00) per occurrence and aggregate combined single limit for Personal Injury, Bodily Injury, Property Damage and XCU. Coverage shall include extensions for Contractual Liability and Independent Contractors Coverage.
- C. Owner's and Contractor's Protective (OCP) Liability Insurance in the principal name of the City to protect against claims for damages because of bodily injury or death, and for property damage caused by the Contractor, Subcontractors, and anyone engaged, employed, or contracted with on their behalf, including coverage for costs of defense from all such claims, with limits of liability for bodily injury including death not less than \$1,000,000 per occurrence and \$3,000,000 aggregate limit. Limits of liability for property damage shall not be less than \$1,000,000 per occurrence and \$3,000,000 aggregate limit. The named insured shall be City, its city council members, individual employees and agents, the Engineer and its owners, agents, and employees. City must be provided copies of the actual policies of insurance described in the certificate and the OCP binder.
- D. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than one million dollars (\$1,000,000.00) per

occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owner vehicles, all non-owned vehicles, and all hired vehicles.

- E. Umbrella Liability Insurance with limits of liability not less than two million dollars (\$2,000,000.00) per occurrence.
- F. All certificates of insurance other than Workers' Compensation & Employers' Liability Insurance and OCP insurance, shall name the City as the additional insured as follows: "City of Farmington, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities of the City" Such coverage shall be primary and non-contributory. The policy shall state that City will receive at least 30 days' notice of cancellation.

SFB shall ensure that its contractor for the fence installation shall have insurance in place that also meets or exceeds the foregoing requirements of this Section 4.

- 5. Right of Access. City retains the full right of access to the Property at any time.
- 6. Notices. Notices may be given by personal delivery or certified or first-class mail, postage pre-paid, at the addresses in the first paragraph of this Agreement, with notices to the City to be to the attention of the City Manager and only one notice being required to be given to SFB.
- 7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. This Agreement is not assignable without city's consent.
- 8. No Third-Party Beneficiaries. This Agreement is not intended to confer any benefit on any person or entity that is not a Party to this Agreement.
- 9. Severability. If any section, subsection, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that portion shall be considered a separate, distinct and independent portion of this Agreement, and the remaining portions of this Agreement shall remain in full force and effect.
- 10. Amendments. This Agreement may be amended at any time, in writing, by mutual consent of the Parties. No amendment to this Agreement shall be effective and binding upon the Parties unless it expressly makes reference to this Agreement, is in writing, and is signed and acknowledged by duly authorized representatives of both Parties and approved by the City Council.
- 11. No Tenant. SFB shall not by virtue of this Agreement be deemed to have become the tenant of City or the Property, nor to have been given or accorded, as against the City, possession of the Property or of the Fencing Improvements once installed. SFB hereby confirms that the Fencing Improvements upon installation become the sole property of City, without condition, and that City shall have all ownership rights to the Fencing Improvement

upon final inspection and approval by City, including, but not limited, the right to alter or remove.

12. Nonwaiver. Unless otherwise expressly provided herein, no waiver by any Party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving Party. No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach under this Agreement by the other Party shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by either Party of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other term, covenant or condition. All rights or remedies afforded to the Parties hereunder or by law shall be cumulative and not alternative, and the exercise of one right or remedy shall not bar other rights or remedies allowed herein or by law.

13. Governmental Immunity. It is declared that the actions of City under this Agreement are a governmental function. It is the intention of the Parties hereto that this Agreement shall not, in any manner, be construed to waive the defense of governmental immunity, which City possessed prior to the execution of this Agreement.

14. Entire Agreement. This Agreement contains the entire agreement among the Parties pertaining to the subject matter hereof and all prior negotiations and agreements are merged herein. Neither City nor City's agents have made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by the Licensee by implication or otherwise unless expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF FARMINGTON

By: _____
Steven Schneemann, Mayor

By: _____
Mary Mullison, Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2019, by Steven Schneemann, Mayor, and Mary Mullison, Clerk, on behalf of the City of Farmington, a Municipal Corporation.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

SOUTH FARMINGTON BASESBALL, INC.
a Michigan non-profit corporation

By: Matthew Green
Its: President

The foregoing instrument as acknowledged before me in Oakland County, MI, on this ____ day of May, 2019, by Scott Johnson, the President of South Farmington Baseball, Inc., a Michigan non-profit corporation, on behalf of the corporation.

Notary Public
_____ County, MI
My Commission Expires: _____

EXHIBIT A
FENCING IMPROVEMENTS

EXHIBIT B

LEGAL DESCRIPTION OF LICENSE AREA FOR FAÇADE IMPROVEMENTS