



**Regular City Council Meeting
7:00 p.m., Monday, March 4, 2024
Conference Room
23600 Liberty Street
Farmington, MI 48335**

REGULAR MEETING AGENDA

- 1. Roll Call**
- 2. Approval of Agenda**
- 3. Public Comment**
- 4. Consideration of Resolution Amending Social district and Defining Commons area to Include New Eligible License Holders**
- 5. Pathways Committee Appointments**
- 6. Demolition Ordinance First Reading**
- 7. Michigan WWII Legacy Memorial**
- 8. MEDC Grant Agreement for Governor Warner Mansion**
- 9. GLWA Settlement & Release Agreement and Resolution**
- 10. Ambulance Service Proposal**
- 11. Other Business**
- 12. Public Comment**
- 13. Council Comment**
- 14. Adjournment**

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

Farmington City Council Staff Report	Council Meeting Date: March 4, 2024	Reference Number 4	
Submitted by: DDA Director			
Description Consideration of the third amended resolution designating The City of Farmington "Syndicate" Social District and Defining the Commons Area to include new eligible license holders.			
Requested Action I MOVE TO APPROVE THE THIRD AMENDED RESOLUTION DESIGNATING SOCIAL DISTRICTS CONTAINING COMMONS AREAS AND ADOPTING A MANAGEMENT AND MAINTENANCE PLAN IN ORDER TO ALLOW CERTAIN ON-PREMISES LIQUOR LICENSEES EXPANDED USE OF SHARED AREAS FOR CONSUMPTION OF ALCOHOL PURSUANT TO PUBLIC ACT 124 OF 2020.			
<p>Background</p> <p>On July 1, 2020, Governor Whitmer signed House Bill 5781 into law (MCL 436.1551) creating the "Social District Permit," which allows local governments to designate a Social District within their jurisdictions. Businesses that are granted a Social District Permit may sell alcoholic liquor (beer, wine, mixed spirits, or mixed drinks) on their licensed premises to customers who may then consume the alcoholic liquor within the commons area of the Social District. Local governments may now designate a Social District that contains a "commons area." On October 19, 2020, Farmington City Council adopted C-799-2020, to include social districts. Once designated, "qualified licensees" whose licensed premises are contiguous to the commons area within the Social District and who obtain a license from the Michigan Liquor Control Commission (MLCC) may permit patrons to leave the licensed premises with the alcohol and consume it within the commons area.</p> <p>A designated Social District, the "Syndicate", has been developed by the DDA for consideration in the form of a Resolution of City Council. DDA staff has worked with downtown business owners to determine which will apply to the MLCC for a Social District Permit. This will form the basis of the boundaries of the District. As more businesses add these permits, the Social District may be amended by City Council by amending the Resolution to expand or modify the District.</p> <p>The following amendments are recommended to accommodate new businesses joining the social district:</p> <ul style="list-style-type: none"> • Extend the district to reach new businesses and include new common area and connective sidewalks • Update business list to additional eligible licensees (Tagues Bar & Grill and Heights Brewing) <p>Documents have been updated and will be submitted to MLCC.</p> <hr/> <p>Attachment</p> <ul style="list-style-type: none"> • Social District Plan with Map • Revised List of Eligible Licensees 			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager



**CITY OF FARMINGTON
OAKLAND COUNTY
STATE of MICHIGAN
SOCIAL DISTRICT PLAN**

Introduction:

The City of Farmington, in coordination with the Downtown Development Authority, established a Social District to take advantage of Michigan Public Act 124 of 2020 signed into law on July 1, 2020. This is enabled legislation that would allow Michigan municipalities to establish Social Districts that would allow for “common area” where two or more contiguous licensed establishments (bars, distilleries, breweries, restaurants and tasting rooms) could sell alcoholic beverages in designated containers to be taken into the area for consumption. City of Farmington Ordinance C799-2020, adopted by City Council October 19, 2020. City of Farmington has the Social District map and the policies, parameters and management of this new community development tool. The City of Farmington Social District Plan was implemented in December 2020.

The following amendments are recommended to include new businesses, and changes are highlighted below:

- Update business list to include all eligible licensees within the established boundaries (adding Taques Bar & Grill and Heights Brewing)
- Extend the district commons area to include new businesses, common areas, and connective sidewalks.

Management:

The City of Farmington Social District, branded as the “Syndicate”, would be created and managed by the City through its City Manager and Downtown Development Authority Director. The district management and operations will be assisted by the Department of Public Safety and Department of Public Works.

District Boundaries:

The “Syndicate” Social District Map is included in this document. (Exhibit A) It is contained entirely within the DDA district boundaries. Streets in the social district would remain open to traffic and for parking. The district and the common area include all downtown core businesses with liquor licenses. They are geographically eligible but must apply individually for a permit with MLCC to participate.

Potential Participating License Holders:

Businesses with liquor licenses in the social district are: Basement Burger Bar/1 UpArcade Bar, Los Tres Amigos, Farmington Brewing Co, Chive Kitchen, Mi.mosa, Sidecar Slider Bar, Krazy Crab, Masa, Loft Cigar Lounge, John Cowley & Sons, Heights Brewing, and Taques Bar & Grill.

Participating license holders would be asked to sign a Social District agreement with the City, which

beverages in specially designated and marked containers in its service area to be taken into the commons area for consumption.

Operations:

The City of Farmington Social District, the “Syndicate” would operate annually, seven days a week, from 8:00am to 10:00pm. After 10:00pm, Social District beverages cannot be sold in participating establishments nor possessed and consumed in the common area. After 10:00pm, consumption of alcoholic beverages must be contained within the license holders’ service areas.

It is the intent of the City to begin implementing the “Syndicate” Social District upon approval from the MLCC.

District Designation and Marking:

The Boundaries of the “Syndicate” Social District would be clearly designated and marked with signs and graphics on streets and sidewalks. The signs would be accompanied by intermittent trash receptacles for customers to dispose of used district cups as they exit the district.

Social District Financing:

The City of Farmington Social District, the “Syndicate” will be funded by the Downtown Development Authority and local businesses.

Social District Logo:

The “Syndicate” will be branded for marketing purposes and must have a special logo for use on the non-glass district beverage cups of no more than 16 ounces. The cups, purchased by the license holder, must also have a logo or name identifying the establishment. A “Syndicate” Social District cup may not be reused, must remain in the establishment where they were purchased or in the common area, and may not be taken into an establishment that did not sell the beverage. The “Syndicate” Social District stickered logo will be placed on each cup and it will be the license holder’s responsibility to place their own logo or name on the cup to be in compliance.

Security/Enforcement:

Security and enforcement in the “Syndicate” Social District will be provided by the City of Farmington Public Safety Department.

Insurance:

The City will insure its management and operation of the “Syndicate” Social District through its municipal umbrella insurance policy. Participating license holders would be left to secure their own liability insurance.

Sanitation:

The Farmington DPW will provide sanitation within the district including trash removal, litter pick-up on a daily basis, with support from DDA contractors as required.

Marketing and Promotion:

The “Syndicate” Social District does have a branded name for marketing purposes and a distinctive logo. Marketing will be done through traditional free media and paid advertising along with social media. “Syndicate” social media will be distributed through DDA accounts.

Festivals/Special Events:

The state’s Social District law does not allow special event liquor licenses to participate in a Social District.

City of Farmington- Social District Qualified Licensees

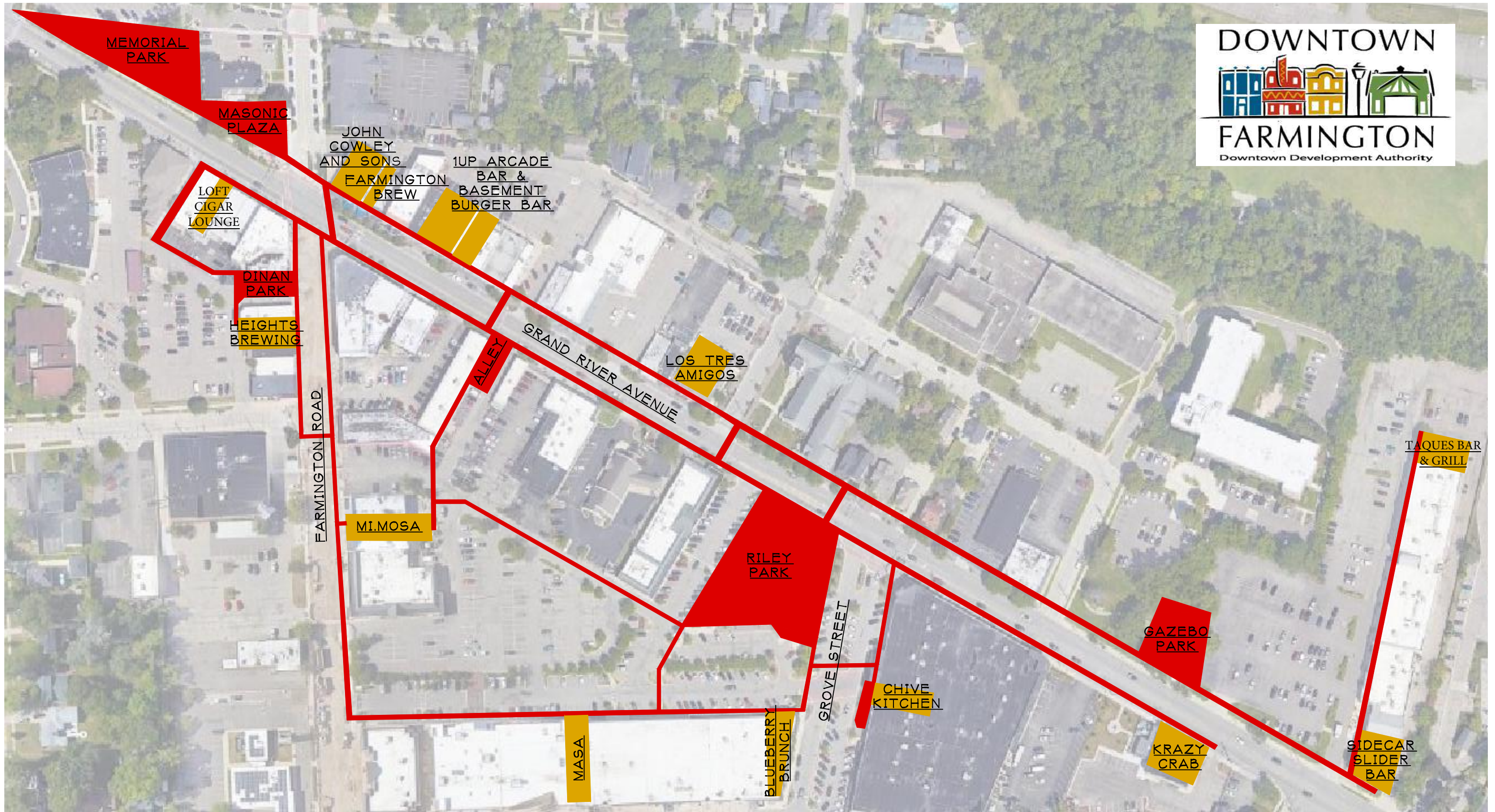
These licensees are located within the City of Farmington Social District.

The designated common area is the entire social district.

Business Id	Licensee	DBA	Address	Type
223159	THE BASEMENT BURGER BAR, INC.	THE BASEMENT BURGER BAR	33316 Grand River Ave Farmington, MI 48336-6404	Class C
0267828	LA MASA, LLC	LA MASA	23310 Farmington Rd Farmington, MI 48336-3102	Class C
0259924	SIDECAR FARMINGTON LLC	SIDECAR SLIDER BAR	32720 Grand River Ave Farmington, MI 48336-3182	Class C
0263130	SAMURAI STEAK HOUSE FARMINGTON, INC.	KRAZY CRAB	32821 Grand River Ave Farmington, MI 48336-3115	Class C
232118	LOS TRES AMIGOS FARMINGTON DOWNTOWN LLC	LOS TRES AMIGOS	33200 Grand River Ave Farmington, MI 48336-3122	Class C
0259640	LOFT CIGARS, LLC	LOFT CIGAR, LLC	33419 Grand River Ave Farmington, MI 48335-3521	Class C
0281672	TAQUES BAR AND GRILL, LLC		32758 Grand River Ave Farmington, MI 48336-3131	Class C
244072	JACOB'S RESTAURANT, INC.	MI.MOSA	23360 Farmington Rd Farmington, MI 48336-3102	Class C
241501	SWEET LUDRES, L.L.C.	CHIVE KITCHEN	33043 Grand River Ave Farmington, MI 48336-3119	Class C
5637	OLD VILLAGE INN, INC.	JOHN COWLEY & SONS	33338 Grand River Ave Farmington, MI 48336-3124	Class C
236629	FARMINGTON BREWING COMPANY LLC		33336 Grand River Ave Farmington, MI 48336-3124	On-Premises Tasting Room Permit
0278885	HEIGHTS BREWING LLC		23621 Farmington Rd Farmington, MI 48336-3109	On-Premises Tasting Room Permit

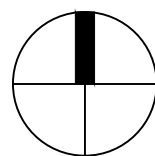
City of Farmington - Potential Qualified Licensees for Social District

Business Id	Licensee	DBA	Address	Type
223159	THE BASEMENT BURGER BAR, INC.	THE BASEMENT BURGER BAR	33316 Grand River Ave Farmington, MI 48336-6404	Class C
0267828	LA MASA, LLC	LA MASA	23310 Farmington Rd Farmington, MI 48336-3102	Class C
0259924	SIDECAR FARMINGTON LLC	SIDECAR SLIDER BAR	32720 Grand River Ave Farmington, MI 48336-3182	Class C
0263130	SAMURAI STEAK HOUSE FARMINGTON, INC.	KRAZY CRAB	32821 Grand River Ave Farmington, MI 48336-3115	Class C
232118	LOS TRES AMIGOS FARMINGTON DOWNTOWN LLC	LOS TRES AMIGOS	33200 Grand River Ave Farmington, MI 48336-3122	Class C
0259640	LOFT CIGARS, LLC	LOFT CIGAR, LLC	33419 Grand River Ave Farmington, MI 48335-3521	Class C
0281672	TAQUES BAR AND GRILL, LLC		32758 Grand River Ave Farmington, MI 48336-3131	Class C
244072	JACOB'S RESTAURANT, INC.	MI.MOSA	23360 Farmington Rd Farmington, MI 48336-3102	Class C
241501	SWEET LUDRES, L.L.C.	CHIVE KITCHEN	33043 Grand River Ave Farmington, MI 48336-3119	Class C
5637	OLD VILLAGE INN, INC.	JOHN COWLEY & SONS	33338 Grand River Ave Farmington, MI 48336-3124	Class C
236629	FARMINGTON BREWING COMPANY LLC		33336 Grand River Ave Farmington, MI 48336-3124	On-Premises Tasting Room Permit
0278885	HEIGHTS BREWING LLC		23621 Farmington Rd Farmington, MI 48336-3109	On-Premises Tasting Room Permit
TBD	BLUEBERRY BRUNCH	TBD	23336 Farmington Rd	TBD



DOWNTOWN FARMINGTON SOCIAL DISTRICT PLAN

SCALE: 1" = 120'-0"



ISSUE DATE: 2-26-2024

LEGEND

- RESTAURANT
- SOCIAL DISTRICT AND COMMON AREA
- "SYNDICATE" SIGN (QTY.: 47)
- INFORMATION SIGN (QTY.: 14)

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF FARMINGTON

THIRD AMENDED RESOLUTION DESIGNATING SOCIAL DISTRICTS CONTAINING COMMONS AREAS AND ADOPTING A MANAGEMENT AND MAINTENANCE PLAN IN ORDER TO ALLOW CERTAIN ON-PREMISES LIQUOR LICENSEES EXPANDED USE OF SHARED AREAS FOR CONSUMPTION OF ALCOHOL PURSUANT TO PUBLIC ACT 124 OF 2020.

RECITATIONS:

WHEREAS, the Michigan Liquor Control Code was amended by 2020 Public Act 124 (the Act) to allow the governing body of a local governmental unit to designate social districts and commons areas which may be used by qualified licensees to obtain a social district permit from the Michigan Liquor Control Council (MLCC) to utilize expanded areas for the consumption of alcohol; and

WHEREAS, if the governing body of a local governmental unit designates a social district that contains a commons area, the governing body must define and clearly mark the commons area with signs, establish local management and maintenance plans including, but not limited to, hours of operation for submittal to the MLCC, and maintain the commons areas in a manner that protects the health and safety of the community; and

WHEREAS, the City Council finds that designating social districts and commons areas pursuant to the Act is in the best interests of the citizens of the City of Farmington.

WHEREAS, the City of Farmington Social District shall be created and managed by the City through a collaboration with its Downtown Development Authority;

NOW THEREFORE BE IT RESOLVED THAT, the City Council designates the social districts and commons areas as provided on the attached maps, establishes the attached management plan, has identified and approves the attached list of qualified license holders for a Social District Permit, and authorizes the City Manager or his designee to take all such other actions necessary to implement this Resolution and comply with the Act.

AND BE IT FURTHER RESOLVED THAT City Council has also identified and approves the attached list of potential qualified license holders for a Social District Permit, and authorizes the City Manager or his designee to take all such other actions necessary in order to implement this Resolution and comply with the Act

BE IT FURTHER RESOLVED THAT the City Clerk is authorized and directed to forward this Resolution and the attached maps and management and maintenance plans to the MLCC as required by the Act together with this Resolution.

AYES:

NAYS:

ABSTENTIONS:

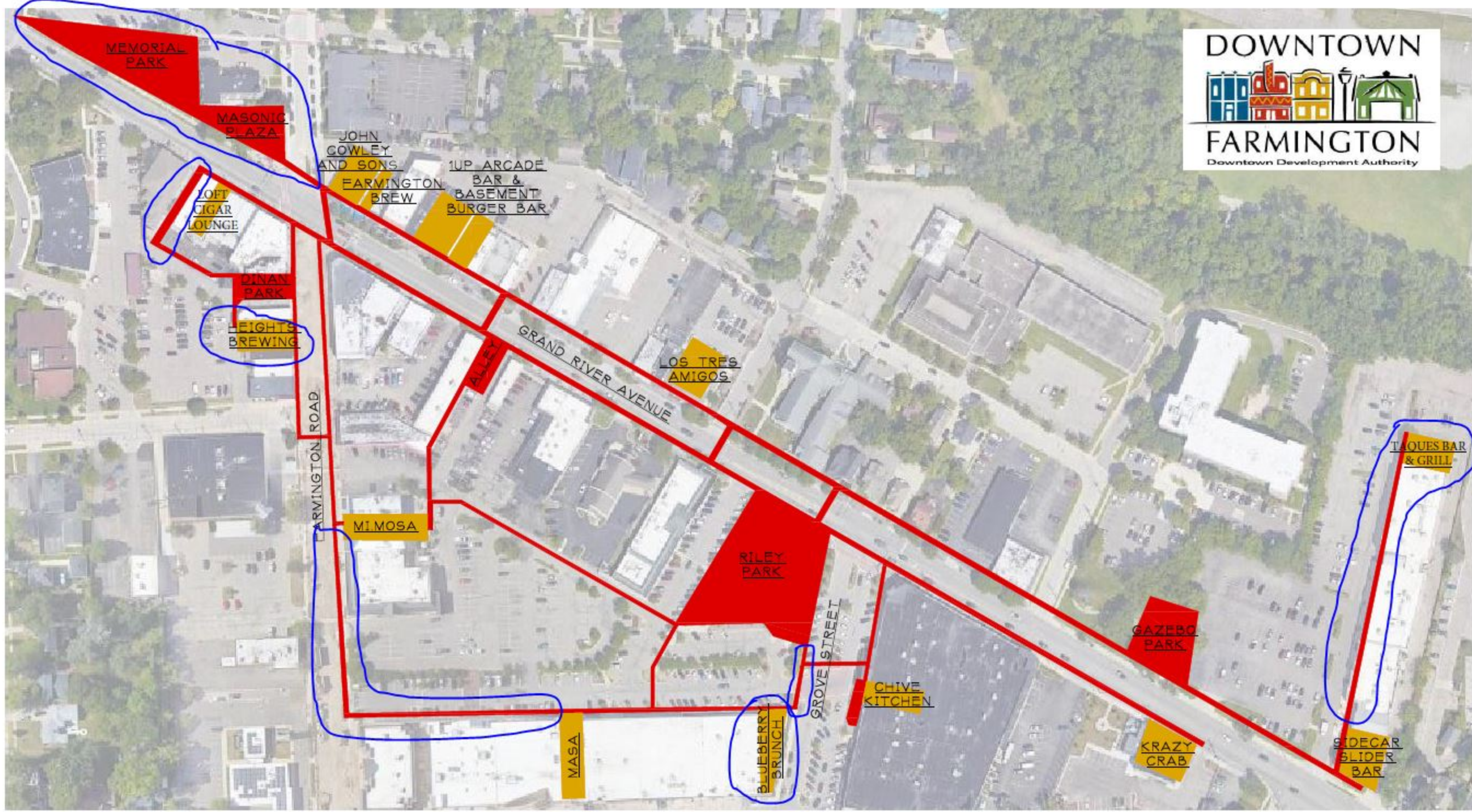
ABSENT:

CERTIFICATION

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Farmington at a meeting duly called and held on March 4, 2024.

CITY OF FARMINGTON

MEAGHAN BACHMAN, CLERK



**DOWNTOWN FARMINGTON
SOCIAL DISTRICT PLAN**

SCALE: 1" = 120'-0"



- LEGEND**
- RESTAURANT
 - SOCIAL DISTRICT AND COMMON AREA
 - "SYNDICATE" SIGN (QTY.: 47)
 - INFORMATION SIGN (QTY.: 14)

Farmington City Council Staff Report	Council Meeting Date: March 4, 2024	Item Number 5
Submitted by: Melissa Andrade, Assistant to the City Manager		
Agenda Topic: Appointments to the Farmington Pathways Committee		
<p>Proposed Motion: Appoint _____ to the Farmington Pathways Committee for a term ending Dec. 31, 2024.</p> <p>Appoint _____ to the Farmington Pathways Committee for a term ending Dec. 31, 2025.</p>		
<p>Background:</p> <p>Pathways Committee: There are two vacancies on the Pathways Committee. The terms are through December 31, 2024 and December 31, 2025. We have four candidates:</p> <ul style="list-style-type: none"> • Heather Davies • Jamie Palmisano • Marilyn Weimar • Stephanie Crane <p>Board members serve a 2-year term. The meetings the second Wednesday of every month at 7 p.m. at Farmington City Hall. The mission of the Pathways Committee is to study, evaluate, and make recommendations on an ongoing basis to the City, including the City Council, with regard to improving or creating new pathways in the City and their connections to surrounding community, county, and regional systems.</p> <p>We currently have vacancies on the Historical Commission and Commission on Health.</p>		
Materials: *Candidate applications emailed to council		

Farmington City Council Staff Report	Council Meeting Date: March 4, 2024	Item Number 6
Submitted by: Kevin Christiansen, Planning and Building Department Director		
Agenda Topic: Introduction of Proposed Amendment to the City of Farmington Code of Ordinances, Chapter 7, Buildings and Building Regulations, to Add a New Article III, Demolition		
Proposed Motion: To Approve Introduction of Ordinance No. C-_____-2024 Amending the City of Farmington Code of Ordinances, Chapter 7, Buildings and Building Regulations, to Add a New Article III, Demolition – FIRST READING		
Background: The Planning and Building Department is recommending an amendment to the existing City of Farmington Code of Ordinances, Chapter 7, Buildings and Building Regulations, adding a new article providing standards/regulations for building demolition. The attached proposed amendment was prepared by the City Attorney after discussion and review with the Department. The City does not currently have a building demolition ordinance. The requested action is review of the proposed amendment and approval of the First Reading.		
Materials: City of Farmington Code of Ordinances, Chapter 7, Buildings and Building Regulations Proposed City of Farmington Code of Ordinances Amendment, Demolition		

Chapter 7 BUILDINGS AND BUILDING REGULATIONS¹

ARTICLE I. IN GENERAL

Sec. 7-1. Adoption of the state construction code.

- (a) Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, the chief building inspector and designated building inspectors, plumbing inspectors, electrical inspectors, and heating and refrigeration inspectors of the city are hereby designated as the enforcing agency to discharge the responsibilities of the city under the above cited act. The city hereby assumes responsibility for the administration and enforcement of the Act throughout its corporate limits.
- (b) Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, Appendix G of the Michigan Building Code shall be enforced by the enforcing agency within the City of Farmington.
- (c) The Federal Emergency Management Agency (FEMA) flood insurance study (FIS) entitled "Flood Insurance Study, Oakland County, Michigan, and Incorporated Areas" and dated September 29, 2006, the Flood Insurance Rate Maps (FIRMS) panel numbers of 26125C0631F, 26125C0632F, 26125C0633F, 26125C0634F, 26125C0651F, 26125C0653F and dated September 29, 2006, are adopted by reference and declared to be part of Section 1612.3 of the Michigan Building Code.

(Code 1977, § 8.1; Ord. No. C-718-2006, § 1, 9-5-06)

Sec. 7-2. Fee schedules.

The council shall adopt by resolution a fee schedule. Such fees shall bear reasonable relationship to all costs, including overhead of services rendered.

(Code 1977, § 8.2)

Sec. 7-3. Board of examiners.

The city designates the board of examiners of the reciprocal heating council and the reciprocal refrigeration council to serve as its board of examiners.

(Code 1977, § 8.3)

Cross reference(s)—Administration, Ch. 2; boards and commissions generally, § 2-251 et seq.

¹Cross reference(s)—Department of building inspection, § 2-181 et seq.; community development, Ch. 11; fences, Ch. 13; fire prevention and protection, Ch. 14; historical preservation, Ch. 17; dangerous structures, § 19-26 et seq.; construction noises, § 19-123; planning, Ch. 23; property maintenance, Ch. 24; signs, Ch. 25; soil removal on landfills, Ch. 26; streets, sidewalks and other public places, Ch. 28; water and sewers, Ch. 34; zoning, Ch. 35.

Sec. 7-4. Electrical licenses.

Pursuant to the laws of this state, the city authority for issuing electrical licenses is hereby transferred to the state.

(Code 1977, § 8.4)

Cross reference(s)—Business registration and licensing generally, Ch. 8.

State law reference(s)—Licensed electrical contractors, MCL 338.881 et seq.

Sec. 7-5. Performance guarantees.

- (a) Whenever a provision of this Code or state law requires the deposit of cash, certified check, irrevocable bank letter of credit or surety bond as a condition of issuance of a permit or to insure faithful completion of the improvements, the deposit shall be held by the city clerk/treasurer in an appropriate account for that purpose. Such deposits shall be returned to the permittee upon fulfillment of the terms for the issuance of the permit. Cash deposits in excess of five thousand dollars (\$5,000.00) shall be returned in reasonable proportion to the ratio of work completed on the required improvement as the work progresses.
- (b) It shall be a condition of each permit for which performance guarantees are required, that the permittee maintain on file with the city department of public services a current address for purposes of receiving notices required by this section. Notices shall be by first-class mail, postage pre-paid, addressed to the address on file.
- (c) It shall be a condition of each permit for which performance guarantees are required that the permit be fulfilled within one (1) year of the date of issuance and the permittee claim redemption of his or her deposit within the same period. Upon failure of the permittee to do so, the city clerk shall provide written notice to the permittee of the city's intent to retain the deposit unless claim is made and all permit conditions satisfied within thirty (30) days. Upon expiration of the notice period the clerk shall transfer the deposit to the general fund as amounts owed to the city for administration and enforcement of the Code regulations pertaining to building activity.

(Ord. No. C-634-96, § 1, 10-7-96)

Secs. 7-6—7-25. Reserved.

ARTICLE II. MOVING OF BUILDINGS²

DIVISION 1. GENERALLY

²Cross reference(s)—Moving of buildings along streets, § 28-4.

State law reference(s)—Moving buildings or obstructions, MCL 247.188 et seq.

Sec. 7-26. Definitions.

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

Building means and shall include all structures having a roof supported by columns or walls for the shelter, support or enclosure of persons, animals or chattels.

Street means and includes all roads, highways, alleys and other ways of vehicular travel in the city open to the public.

(Code 1977, § 8.21)

Cross reference(s)—Definitions and rules of construction generally, § 1-2.

Secs. 7-27—7-45. Reserved.

DIVISION 2. PERMIT

Sec. 7-46. Required.

In any case where any person seeks to move any building or structure, he shall first apply for a permit in accordance with the state building code. If the building or structure is not to be located within the city, he shall in addition obtain a permit as required in section 28-4. In any case where such building or structure is to be located or relocated upon any lot or parcel of land within the city, the applicant shall first obtain a permit under the provisions of this division. No permit required under the provisions of this division shall be issued until the council shall first have approved the issuance thereof and the applicant shall have complied with all the requirements of this article.

(Code 1977, § 8.22)

Sec. 7-47. Investigation and report.

The city manager shall investigate every application for a permit required under the provisions of this article and if he shall find that the following conditions exist, he shall report his findings to the council:

- (1) That the building as relocated will comply in all respects with chapter 35;
- (2) That the building proposed to be moved is in sound condition and capable of being safely moved over and across the streets of the city and placed on its proposed new location without material damage thereto;
- (3) That when placed on its proposed new location with necessary repairs and restoration, the building will harmonize with existing buildings in the neighborhood.

(Code 1977, § 8.23)

Sec. 7-48. Notice and hearing.

Within fifteen (15) days after filing of the application for permit under the provisions of this division, the city manager shall file his report, in writing, with the city clerk and if the report of the city manager is favorable, the

city clerk shall as soon as possible give notice of the pendency of the application to the owners of real estate on both sides of the street within a distance of three hundred (300) feet from the location to which such building is proposed to be moved, which notice shall advise the owners that the council will consider such application at its next meeting to be held more than five (5) days subsequent to the mailing of such notice. Such notice shall be given by mailing same by ordinary mail at least five (5) days prior to such hearing, addressed to the owners as shown by the name and to the address as shown in the current tax rolls of the city. Thereafter at the date given in such notice the council shall hold a public hearing at which any person may be heard on any matter bearing on the preliminary determination by the city manager. Following such public hearing, the council shall make a final determination with respect to such factors and if it shall confirm the report of the city manager, it shall, by resolution, authorize the issuance of a permit for the moving of such building. Otherwise, such permit shall be denied.

(Code 1977, § 8.24)

Sec. 7-49. Fee.

Every application for a permit under the provisions of this article shall be accompanied by a fee as prescribed by resolution of the council. If a permit is not issued, the city shall retain one-half the fee to cover its expenses of investigation and the remainder shall be returned to the applicant.

(Code 1977, § 8.25)

Sec. 7-50. Building permit.

No permit under the provisions of this article shall be issued unless the applicant shall have made application for a building permit to cover all phases of repair and restoration of the building on its moved location. Such permit shall include any repairs or restoration found necessary by the building inspector or city engineer in connection with the investigation of the proposed removal of the building made by the city manager. All moved buildings and structures shall be completely repaired, restored and put in condition for occupancy within one hundred twenty (120) days after moving operations commence. No such building or structure shall be occupied until a certificate of occupancy and compliance shall have been issued therefor.

(Code 1977, § 8.26)

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF FARMINGTON

ORDINANCE NO. C-____-2024

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

THE CITY OF FARMINGTON ORDAINS:

Section 1 of Ordinance. Ordinance Amendment.

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

ARTICLE III. – Demolition

Section 7.51. - Purpose.

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

It is understood that sites and properties may have environmental concerns that would affect the ability to remove 100 percent of the impervious surfaces. In these cases, if an owner wishes to only partially remove the structure or hard surfaces from a site, the owner/applicant, at time of application, must provide the City of Farmington with, at minimum, the results of ASTM (E1527 and E1903) Phase 1 and Phase 2 environmental assessments which have been filed and disclosed to the Michigan Department of Environmental Quality showing that the property or portion of a property is contaminated as described in PA 451 of 1994, the Natural Resources and Environmental Protection Act. Demolition requirements and specifications may also be applied to building permits.

Section 7-52. - Permit application documentation.

All demolition(s) require a permit. The application for permit shall include:

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

Section 7.53. - Description of demolition work.

Unless directed otherwise the contractor shall:

- (1) Completely remove and properly dispose of all structures, trash, rubbish, basement walls, floors, foundations, sidewalks, posts, steps, and driveways from the specified parcel.
- (2) Completely remove any fuel tanks, outdoor toilets and septic tanks, cisterns, and meter pits, and plug or abandon wells.
- (3) Completely remove the materials from the demolition site in accordance with Federal, State, and local regulations.
- (4) Completely remove and dispose of appliances and other items that may contain refrigerants in accordance with 40 CFR, Part 82. Appliances and other items that may contain refrigerants include, but are not limited to, refrigerators, freezers, dehumidifiers, and portable or central air conditioners.
- (5) Completely remove and legally dispose of mercury containing materials including fluorescent, high pressure sodium, mercury vapor, and metal halide light bulbs, and thermostats containing a liquid filled capsule. PCB containing materials include capacitors, ballasts, and transformers where the component is contained within a metal jacket and does not have a specific, legible label stating no PCBs are present.

- (6) Provide disconnect letters from all applicable utilities with application for permit before demolition, and/or obtain utility disconnect permits from the City of Farmington and allow for inspection of disconnect of any private utilities.
- (7) Perform site clearance, grading, and restoration.
- (8) Complete the demolition work in accordance with the plans and these technical specifications and any special provisions included in the approved demolition permit document.
- (9) Post all bonds determined in accordance with this code.

Section 7.54. - Protection of the public and properties.

(a) Littering Streets.

- (1) The contractor shall be responsible for removing any demolition debris or mud from any street, alley, or right-of-way resulting from the execution of the demolition work. Any cost incurred by the City of Farmington in cleaning up any litter or mud shall be charged to the contractor and be deducted from the maintenance and completion bond.
- (2) Littering of the site shall not be permitted.
- (3) All waste materials shall be promptly removed from the site.

(b) Street Closure.

- (1) If it should become necessary to close any traffic lanes, it shall be the contractor's responsibility to acquire the necessary obstruction permits and to place adequate barricades and warning signs as required by from the City of Farmington and Michigan Department of Transportation or the Road Commission for Oakland County, if applicable.
- (2) Street or lane closures shall be coordinated with the City of Farmington Department of Public Works.

(c) Protection of the Public by the Contractor.

- (1) Sidewalks. The contractor shall be responsible for any damage to public sidewalks abutting or adjacent to the demolition properties resulting from the execution of the demolition work. The cost of repair or replacement shall be considered incidental to the work and the contractor shall obtain all permits and pay any fees. Failure to repair the public property after notice will result in the City of Farmington having the work completed and the cost taken from the maintenance and completion bond.
- (2) Pedestrian Access. The contractor shall be responsible to place and construct the necessary warning signs, barricades, fencing, and temporary pedestrian sidewalks,

as directed by the City of Farmington, and to maintain alternate pedestrian access for sidewalks around the demolition site. The cost of these items shall be considered incidental to the work.

- (3) Temporary Fence. Temporary fence shall be erected around all excavation and dangerous building(s) or structure(s) to prevent access to the public. Such fence shall be at least four feet high, consistently restrictive from top to grade, and without horizontal openings wider than two inches. The fence shall be erected before demolition and shall not be removed until the hazard is removed. Any /All fencing placed for the safety of the public is subject to and must be approved by the City of Farmington Building Official.
- (d) Demolition Hours.
 - (1) The contractor shall comply with the City of Farmington nuisance and noise ordinance as it relates to working hours.
 - (2) The contractor shall comply with all the City of Farmington applicable ordinances and restrictions.
 - (e) Noise Pollution. All construction equipment used in conjunction with this project shall be in good repair and adequately muffled. The contractor shall comply with the noise pollution requirements of the City of Farmington.
 - (f) Dust Control. The contractor shall comply with applicable air pollution control requirements of the City of Farmington, the County of Oakland, and the State of Michigan. The contractor shall take appropriate actions to minimize atmospheric pollution. To minimize atmospheric pollution, the aforementioned governmental entities or their designated representatives shall have the authority to require that reasonable precautions be taken to prevent particulate matter from becoming airborne. Such reasonable precautions shall include, but not be limited to:
 - (1) The use of water or chemicals for control of dusts in the demolition of existing buildings or structures, construction operations, the grading of roads, or the clearing of land. If using a hydrant for dust control, a permit is required and can be obtained from the City of Farmington Department of Public Works.
 - (2) Covering at all times when in motion open bed trucks transporting materials likely to give rise to airborne dusts.
 - (g) Requirements for the Reduction of Fire Hazards.
 - (1) Removal of Material. Before demolition of any part of any building, the contractor shall remove all volatile or flammable materials, such as gasoline, kerosene, benzene, cleaning fluids, paints, thinners, and similar substances.
 - (2) Fire Extinguishing Equipment. The contractor shall be responsible for having and maintaining the correct type and class of fire extinguisher on site. When a cutting

torch or other equipment that might cause a fire is being used, a fire extinguisher shall be placed close at hand for instant use.

- (3) Fires. No fires of any kind shall be permitted in the demolition work area.
 - (4) Hydrants. No material obstructions or debris shall be placed or allowed to accumulate within 15 feet of any fire hydrant. All fire hydrants shall be accessible at all times.
 - (5) Debris. Debris shall not be allowed to accumulate on roofs, floors, or in areas outside of and around any structure being demolished. Excess debris and materials shall be removed from the site as the work progresses.
 - (6) Telephone Service. The contractor shall arrange for access to and use of, during working hours, one or more telephones, land lines or cell phones in the vicinity of the work site for the purposes of making calls in case of fire or other emergencies. The contractor's foreman or at least one regular member of each shift shall be charged with the responsibility of promptly calling emergency services when necessary. The same person shall be required to inspect the building and the site frequently for possible fires or fire producing conditions and to apply appropriate corrective action, particularly at the close of work each working day.
- (h) Protection of Public Utilities. The contractor shall not damage existing fire hydrants, streetlights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities, or other appurtenances in the vicinity of the demolition sites. The contractor shall pay for temporary relocation of utilities which are relocated at the contractor's request for his convenience.
- (i) Protection of Adjacent Property.
- (1) The contractor shall not damage or cause to be damaged any public right-of-way, structures, parking lots, drives, streets, sidewalks, utilities, lawns, or any other property adjacent to the demolition. The contractor shall provide such sheeting and shoring as required to protect adjacent property during demolition. Care must also be taken to prevent the spread of dust and flying particles.
 - (2) The contractor shall restore existing agricultural drain tiles or roadway subdrains that are cut or removed to parcels released for demolition whether or not the property is scheduled for, including drainable backfill, to original condition. Repairs shall be subject to approval by the property owner where applicable, and by the City of Farmington.

Section 7.55. - Special conditions and maintenance bonds.

- (a) A special conditions bond shall be placed by the owner of the property when special conditions exist that would require that all or part of the property would not be completely removed as part of the demolition. These conditions shall be part of the approved demolition permit. The City of Farmington realizes that not all demolitions would require

complete demolition of a structure and its appurtenances. A redevelopment soon after demolition could have a site plan approved in advance of the demolition or be speculative. A subsurface contamination issue could cause a site to need to keep all or part of the impervious surfaces(s) for an extended period until remediation could be accomplished. A bond covering 120% of the portion of cost of the demolition that would not be completed shall be posted to assure that if the redevelopment does not occur or a site plan is not approved that the City of Farmington could use the bond to complete the demolition if necessary. All bonds held by the City of Farmington and later returned, shall be returned without interest.

- (b) A maintenance and guarantee bond shall be placed by the owner of the property for installed seed or sod areas for a period of one year from final inspection and approval to assure that all planting areas have established vegetation both for compliance with the zoning ordinance and State law. Again, if a bond is held by the City of Farmington and later returned, such bond shall be returned without interest. Value shall be determined by the Building Official based on 120% of the Value of the correction - restoration required.

Section 7.56. - Maintenance and completion bonds.

- (a) A maintenance and completion bond is required before any permit is issued for demolition. This bond is in addition to any bond required for soil erosion. The bond is to assure that all the requirements found in this article are adhered to. If the contractor fails to follow this article, the Building Official may declare an emergency, and after posting the unsafe condition for 24 hours may use the bond money to assure compliance with this article. Demolitions that are contracted directly by the City of Farmington are exempt from the bond requirements. After \$25,000.00 in cash has been posted for any demolition bond, the balance can be posted using an insurance surety bond with the understanding that in addition to the emergency measures stated above, the City of Farmington may also use the cash portion of the bond to pay any necessary legal or administrative expenses associated with gaining compliance with the surety company. Unused bonds shall be returned without interest after final inspection.
- (b) Bonds shall be charged as follows:
 - (1) One- and two-family residential demolitions bond: (per unit) \$2,500.00.
 - (2) Multifamily residential—commercial—industrial demolition bond: minimum \$10,000.00, and \$0.10 per square foot for each additional square foot up over 5,000 up to 100,000 square feet; plus, \$0.05 per square foot for each additional square foot up over 100,000 to 250,000 square feet; plus \$0.02 per square foot for each additional square foot over 250,000 up to 999,999 square feet; plus \$0.01 per square foot for each square foot over 999,999 square feet. All floor Areas must be calculated in the total square footage calculations.

EXAMPLE 250,000 sq ft building demolition bond

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

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

Section 7-57. -Vacating of buildings.

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

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

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

Section 7-59. - Demolition schedule.

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

Section 7-60. -Demolition and removals.

- (a) Structural Parts of Buildings.
 - (1) No wall or part thereof shall be permitted to fall outwardly from any building except through chutes or by other controlled means or methods, which will ensure safety and minimize dust, noise, and other nuisance.
 - (2) Subject to site restrictions, outside chimneys or outside portions of chimneys shall be raised (removed) in advance of general demolition of each building. Any portion of a chimney inside a building shall be raised (removed) as soon as it becomes unsupported by reason of removal of other parts of the building.

- (3) Any part of a building, whether structural, collateral, or accessory, which has become unstable through removal of other parts, shall be removed as soon as practicable and no such unstable part shall be left freestanding or inadequately braced against all reasonably possible causes of collapse at the end of any working day.
- (b) Basements and Foundation Walls. All basement floors, footings, and foundations shall be completely removed from the site unless specifically stated in the special provisions of the approved demolition permit. The basement area is to be inspected and approved by the City of Farmington before backfilling is started. The contractor shall ensure that no basement excavation will remain open and exposed for more than 24 hours. The contractor shall contact the City of Farmington when removal is complete to schedule this basement inspection. Failure to do so may result in re-excavation of the basement area at the contractor's expense.
- (c) Concrete Slabs. The contractor shall remove all concrete slabs, asphalt, surface obstructions, masonry slabs, and appurtenances.
- (d) Retaining Walls. Retaining walls or curbs near the perimeter of parcels shall be removed unless otherwise indicated in the approved demolition permit. The contractor shall employ hand labor or other suitable tools and equipment necessary to complete the work without damage to adjacent public or private property. Where such retaining walls or curbs are removed, the embankment shall be graded to a slope of not greater than 3:1 horizontal: vertical or as directed by the City of Farmington Building Official.
- (e) Partially Buried Objects. All piping, posts, reinforcing bars, anchor bolts, railings, and all other partly buried objects protruding from the ground shall be removed. The remaining void shall be filled with soil and compacted in accordance with these specifications.
- (f) Vegetation. The contractor shall remove all dead trees, trees identified for removal, stumps, all trees which are not an asset to the property, bushes, vegetation, brush, and weeds, whether standing or fallen, unless specifically stated otherwise by the City of Farmington. The contractor shall protect all trees not removed from damage by the demolition operation. In the event that the contractor damages a tree, the tree shall be repaired or removed by the contractor as directed by the City of Farmington.
- (g) Fences, guardrails, bumpers, signs, clotheslines, and similar facilities shall be completely removed from the site, except fences on the apparent boundary between a contract parcel and an improved noncontract parcel shall not be removed unless specifically stated in the special provisions of the permit. All posts for support shall be pulled out or dug out so as to be entirely removed inclusive of the foundation.
- (h) Fuel Tanks. Fuel tanks, above or below ground, shall be carefully removed and disposed of in a safe manner in accordance with the State Fire Marshal's regulations and those of the Michigan Department of Environmental Quality.
 - (1) Fuel tanks, above or below the ground, or tanks which have been used for storage of gasoline, kerosene, benzene, oils or similar volatile materials shall be carefully

removed and disposed of in a safe manner. The time, place and manner of disposal will be as set forth in the demolition schedule.

- (2) All other tanks or receptacles shall be pumped out or emptied in a safe manner, and then shall be flushed out immediately with water, carbon dioxide, or nitrogen gas until they are gas free when checked with an “Explosimeter” or another equally efficient instrument, before the work of removal is begun. Checking with the “Explosimeter” shall be done in the presence of the City of Farmington Fire Marshal
- (i) Outdoor Toilets and Septic Tanks. Outdoor toilets and septic tanks shall be pumped out by a licensed hauling company. The toilet building or septic tank shall be demolished and removed from the site. The excavation or pit shall be backfilled and compacted in accordance with these specifications. Septic tanks shall be broken up and removed from the site and the excavation filled in accordance with the requirements of the City of Farmington, no debris is to be left or buried in the ground.
- (j) Cisterns and Meter Pits. Cisterns and meter pits shall be demolished and removed. The excavations shall be backfilled and compacted in accordance with the requirements of the City of Farmington, no debris is to be left or buried in the ground.

Section 7-61. - Well plugging and abandonment.

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

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

- (a) Debris. All materials, rubbish, and trash shall be removed from the demolition area leaving the basements and demolition area free of debris. Any cost incurred by the City of Farmington in cleaning up such materials and debris left behind shall be deducted from funds due the contractor from their maintenance and cleanup bond.
- (b) Tires. The contractor shall assure no tires have been abandoned on site.
- (c) Disposal of Demolition Debris and Solid Waste. All debris and solid waste shall be delivered by the contractor to an approved disposal facility licensed in accordance with State and/or local regulations, laws, and zoning; provided, however, that such materials may be salvaged by or on behalf of the property owner upon written request signed by the property owner and approved by the City.
- (d) Asbestos Abatement. The handling of asbestos material is subject to all applicable State and Federal mandates. The contractor shall comply with applicable regulations regarding its handling and disposal. Asbestos shall be removed by a licensed abatement contractor in accordance with State and Federal law. In the event that asbestos is discovered on a property during demolition, the contractor shall also notify the City of Farmington and the asbestos shall be removed by a licensed abatement contractor.

- (e) Demolition of Structures with Transite Siding. The contractor shall be responsible for the proper handling of transite siding, and all demolition debris from these structures shall be disposed of in accordance with State and Federal law.
- (f) Freon Removal and Disposal. The handling of freon-containing appliances is subject to all applicable State and Federal mandates and regulations. The contractor shall be responsible for the identification, removal, and disposal of the material in accordance with applicable regulations.
- (g) PCB and Mercury Removal and Disposal. The handling of any fluorescent lighting fixtures and ballasts containing PCB or mercury is subject to all applicable State and Federal mandates and regulations. The contractor shall be responsible for the removal and disposal of the material in accordance with applicable regulations.

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

- (a) Backfill. When site conditions permit, as determined by the City of Farmington Building Official or his designee, on-site soil may be used as backfill material. The top nine to twelve inches of topsoil shall be stripped and stockpiled on site for use as final topsoil and grading material. If adequate topsoil is not available on site, the contractor shall bring in enough topsoil from off site to place a minimum four-inch cover on the entire site. Excess excavation materials shall be removed from the site. Topsoil material shall not be permitted as deep fill material. Any borrow or fill material shall be approved by the City of Farmington Building Official or his designee or an approved third-party engineer before and during the placing of the material. All depressions on the property shall be filled, compacted to 95 percent capacity, and graded to a uniform slope with adequate drainage.
- (b) Compaction. All excavations shall be backfilled with acceptable material and compacted to 95 percent capacity.
- (c) Additional Fill Material. All additional fill material shall be of equal quality to the soil adjacent to the excavation and free of rubble or organic matter. The contractor shall provide for a minimum depth of four inches of topsoil over the excavated area.
- (d) Hand Labor. The contractor shall use hand labor where the use of power machinery is unsafe or unable to produce a finished job. Hand labor shall also be used to clean the site of any debris.
- (e) Grading. The site shall be graded to conform to all surrounding areas and shall be finished to have a uniform surface that shall not permit ponding of water. The contractor shall grade and shape the site to drain, complete fine grading, and final cleanup.
- (f) Final Cleanup. Before final approval of the demolition permit, the contractor shall remove all unused material and rubbish from the site of the work, remedy any objectionable conditions the contractor may have created on private property, and leave the right-of-way in a neat and presentable condition. The contractor shall not make agreements that allow salvaged or unused material to remain on private property. All ground occupied by the contractor in connection with the work shall be restored. Restoration shall include

appropriate smoothing to its original condition and include seeding with mulch of the area. Sod must be used in place of seed and mulch on all right-of-way areas. On demolition sites where seeding will be delayed because of the allowable seeding dates, the contractor shall complete fine grading and shaping of the site to leave the site in a neat and presentable condition subject to the soil erosion permit and approval of the City's applicable regulations.

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

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

Section 7.65 - Safety and fencing.

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

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

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

Section 7-66. - Seeding.

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

Section 7-67 - Authorized workers.

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

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

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

Section 7-69. - Demolition by Implosion.

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

- (a) The demolition permit application shall include a project overview which shall expressly identify and describe the following, and which project overview shall be subject to the review and approval of the city:
 - (1) Project time line starting twenty-four (24) hours prior to the implosion through the post implosion re-opening of roads and securing of properties;
 - (2) Sequence of intended activities;
 - (3) Name and contact information of the person(s) who will be the overall coordinator for the project;
 - (4) Traffic control plan, including all specific road and/or lane closures;
 - (5) Fencing plan;

- (6) Crowd control plan;
- (7) Weather projections and alternate plans due to weather related issues;
- (8) Quality control and safety measures. These measures shall include loading of explosives, initiation of explosive charge, protection of adjacent private and public properties, who will be allowed to access the site, etc.
- (9) Identify all third party consultants, including seismic consultant, sound monitoring consultant, safety consultant, etc.
- (10) Seismic and air monitoring plan, including a site map showing the location/placement of all seismic and air monitoring devices, pre and post event summary, etc.
- (11) Licensing and permit information, identifying all applicable licenses held by any firm/entity performing any implosion related services, and all permits required by appropriate governmental agencies.
- (12) Adjacent properties plan, identifying all such adjacent or affected properties and what notification has or will be made with such properties regarding the intended implosion.
- (13) Local utilities plan, including notification to all affected utilities (gas, power, telephone, water, sanitation, cable, etc.), review of intended activities and safety checks for both pre and just prior to implosion, and utility termination and disconnection letters where applicable.
- (14) Written evidence of the following insurance coverage shall be provided, and shall name the City of Farmington, and its officials, employees, and agents, as additional named insured, and other governmental agencies shall be included as additional named insured as warranted:
 - (i) Commercial general liability including coverage for:
 - (a) Premises/operations.
 - (b) Products/completed operations.
 - (c) Independent contractors.
 - (d) Personal injury.
 - (e) Contractual liability.
 - (ii) Limits of liability:

Each occurrence: \$2,000,000

Personal injury: \$2,000,000

General aggregate: \$2,000,000

Product/completed operations: \$2,000,000

Minimum excess/umbrella liability - Each occurrence \$25,000,000

General aggregate \$25,000,000

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

Section 7-70. - Variances.

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

Section 7-71. - Reserved.

Section 2 of Ordinance. Repealer.

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

Section 3 of Ordinance. Severability.

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

Section 4 of Ordinance. Savings.

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

Section 5 of Ordinance. Effective Date.

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

Section 6 of Ordinance. Enactment.

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

Ayes:
Nays:
Abstentions:
Absent:

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

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

Meaghan Bachman, City Clerk
City of Farmington

Adopted:
Published:
Effective:

Farmington City Council Staff Report	Council Meeting Date: March 4, 2024	Item Number 7
Submitted by: City Manager, David Murphy		
Agenda Topic: Michigan WWII Legacy Memorial		
Proposed Motion: Move to approve the purchase of the 24 x 36 - bronze plaque at a cost of \$7,500 as recommended by the City Manager.		
<p>Background: Debi Hollis of Michigan WWII Legacy Memorial was at the February 20, 2024 Council Meeting to ask that the City of Farmington participate in a Michigan Historic WWII Trail. The program is being called "Michigan's Historic WWII Trail." Their goal is to have plaques throughout the state at various points of interest. Interestingly, a Japanese balloon bomb landed in Farmington during WWII. This is a great story that should be told and remembered.</p> <p>More information about the program can be found at: https://www.michiganww2memorial.org/</p>		
Materials: Info flyer regarding the		

THE MICHIGAN
WWII LEGACY
Memorial

The Michigan WWII Historic Trail



The road to victory in WWII ran through Michigan. Every city has a story to tell – of production, a local hero, event, contribution to science and industry or other effort.

The Michigan WWII Historic Trail will trace and forever preserve these stories.

Celebrate your city's WWII heritage by adding its story to this path.

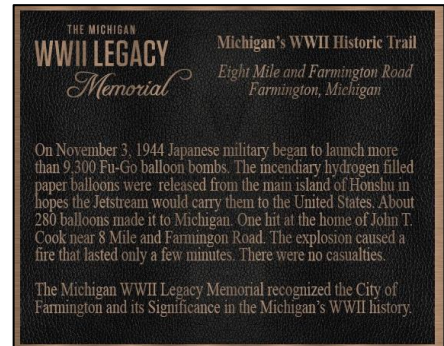
Here's what this means:

1. A stunning commemorative bronze plaque to proudly display at city hall, a park, veterans plaza or in your downtown business district. Available in three sizes:

10x12 - \$2500
16x20 - \$5000
24x36 - \$7500

2. Listing at The Michigan WWII Legacy Memorial, the state's officially recognized tribute to its contributions during WWII.

3. The details of your story on The Michigan WWII Legacy Memorial website.



Become a destination on The Michigan WWII Historic Trail to ensure future generations know your community was an important footstep on the journey that saved the world.

Contact us at trail@michiganww2memorial.org

To learn more about the memorial, visit www.michiganww2memorial.org

THE MICHIGAN
WWII LEGACY
Memorial

Michigan's WWII Historic Trail

*Eight Mile and Farmington Road
Farmington, Michigan*

On November 3, 1944 Japanese military began to launch more than 9,300 Fu-Go balloon bombs. The incendiary hydrogen filled paper balloons were released from the main island of Honshu in hopes the Jetstream would carry them to the United States. About 280 balloons made it to Michigan. One hit at the home of John T. Cook near 8 Mile and Farmington Road. The explosion caused a fire that lasted only a few minutes. There were no casualties.

The Michigan WWII Legacy Memorial recognized the City of Farmington and its Significance in the Michigan's WWII history.

Farmington City Council Staff Report	Council Meeting Date: March 4, 2024	Reference Number 8
Submitted by: City Manager		
Description: Consideration of approval of Grant from the Michigan Economic Development Corporation, ("MEDC") for improvements to Warner Mansion.		
Requested: Motion to approve Grant from the MEDC to fund \$1,000,000.00 of improvements to Warner Mansion.		
Background: The City has been awarded a \$1,000,000.00 grant from the MEDC to make significant improvements to Warner Mansion for building repair and maintenance, sidewalk and parking infrastructure, landscaping, lead abatement, bringing water and sewer connections to the carriage house and boiler/generator upgrading. There is no local match required. The City is required to provide quarterly reports, invoices and documentation to the MEDC. The initial payment from the MEDC to the City will be for 50% of the grant funds and shall be provided within 30 days after the grant is executed. The term of the grant ends on December 31, 2025. The City will competitively bid the work for the entire project.		
Materials: Grant agreement		

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION
GRANT WITH
CITY OF FARMINGTON**

The Michigan Economic Development Corporation (the “MEDC”) enters into a binding agreement (the “Agreement”) with City of Farmington (the “Grantee”). As used in this Agreement, the MEDC and Grantee are sometimes individually referred to as a “Party” and collectively as “Parties.”

Grantee: City of Farmington
23600 Liberty Street
Farmington, Michigan 48335

I. NATURE OF SERVICES. The purpose of this Agreement is to provide funding to the Grantee for repairs to a museum structure (the “Grant Activities”).

II. PERFORMANCE SCHEDULE.

Starting Date: October 1, 2023

Ending Date: December 31, 2025

The term of this Agreement (the “Term”) shall commence on the Starting Date and shall continue until the occurrence of an event described in Section IX of this Agreement.

III. INCORPORATION BY REFERENCE. The following documents are incorporated by reference as binding obligations, term, and conditions of this Agreement.

Exhibit A: Grantee’s Budget

In the event of any inconsistency between the provisions of Exhibit A and this Agreement, the provisions of this Agreement shall control.

IV. PAYMENT SCHEDULE INFORMATION.

A. The MEDC agrees to pay the Grantee a sum not to exceed One Million Dollars (\$1,000,000) (the “Grant”). This Agreement does not commit the MEDC to approve requests for additional funds during or beyond the Term.

B. MEDC requires that payments under this Agreement be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).

- C. The Grant shall be disbursed in two tranches. Subject to Section IV.B., an initial disbursement of 50% of the Grant funds shall be made by the MEDC to the Grantee within thirty days of execution of this Agreement by both Parties (the "Initial Payment").
- D. Additional funds shall only be disbursed after verification that the previous payment has been expended, in full, in accordance with this Agreement and Grantee's Budget, including providing appropriate supporting documentation. A second, and final, payment of the remaining 50% of the Grant funds under this Agreement shall be made by the MEDC to Grantee upon receipt and approval by the Grant Administrator of Grantee's supporting documentation showing that the remaining costs for which payment is requested have been appropriately expended in accordance with Grantee's Budget. Supporting documentation may include invoices, accounting ledgers, and/or other supporting documentation as approved by the Grant Administrator. Grantee shall provide such documentation to Grant Administrator when requesting disbursement, or at Grant Administrator's request through the Term. Grant Administrator shall provide Grantee with appropriate submission instructions of Grantee's supporting documentation. Grantee's supporting documentation may be subject to a final audit prior to the release of final payment.
- E. The Grantee agrees that all funds shown in the Budget, described in Exhibit A, are to be spent as specified. Grantee may not submit a request for the same costs twice. Grantee may reallocate expenditures between the categories identified in Grantee's Budget of up to ten percent (10%) of the total Grant funds without prior written approval of the Grant Manager. Changes greater than ten percent (10%) of the total Grant Funds are only allowed upon review and written approval by the Grant Administrator. The addition of any Budget categories requires review and written approval by the Grant Administrator.
- V. **MEDC GRANT ADMINISTRATOR.** The Grantee must communicate with the MEDC representative named below or his or her designee regarding this Agreement. The Grant Administrator may be changed, at any time, at the discretion of the MEDC.

Kristyn Blackmer (the "Grant Administrator")
Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913
blackmerk1@michigan.org

VI. **GRANTEE DUTIES.**

- A. The Grantee agrees to submit documentation of the expenditures of funds in accordance with Grantee's Budget (Exhibit A) and submit quarterly progress reports in form and substance satisfactory to the MEDC. Quarterly reporting shall include, at a minimum, the status of the Grant Activities and an accounting of all funds expended on Grant Activities during that quarter.

VII. RELATIONSHIP OF THE PARTIES.

- A. Due to the nature of the services described herein and the need for specialized skill and knowledge of Grantee, the MEDC is entering into this Agreement with Grantee. As a result, neither Grantee nor any of its employees or agents is or shall become an employee of the MEDC due to this Agreement.
- B. Grantee will provide the services and achieve the results specified in this Agreement free from the direction or control of the MEDC as to means and methods of performance.
- C. Grantee assumes full responsibility for any insurance or other fringe benefits, including, but not limited to, Social Security, Worker's Compensation, income tax withholdings, retirement or leave benefits for its employees. The MEDC is not responsible for, any such insurance or other fringe benefits..
- D. Including those items provided for in Grantee's Budget in order for Grantee to achieve the Grant Activities, all tools, supplies, materials, equipment, and office space necessary to carry out this Agreement are the sole responsibility of Grantee.
- E. Grantee shall retain all control of its employees and staffing decisions independent of the direction and control of the MEDC.

VIII. ACCESS TO RECORDS. During the Term, and for seven (7) years after the Ending Date, the Grantee shall maintain reasonable records, including evidence that the services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MEDC or their authorized representative at any time during this period.

IX. TERMINATION. This Agreement shall terminate upon the earlier of the following:

- A. The Ending Date.
- B. Termination by the MEDC:
 - 1. By giving thirty (30) calendar days prior written notice to the Grantee in the event of fraudulent behavior or other egregious circumstances directly relating to the Grantee or the Grant Activities not otherwise covered by

Section XIX of this Agreement, which would in the judgment of the MEDC CEO, reflect unfavorably on the State of Michigan if the Agreement were not terminated; or

2. In the event that the Legislature of the State of Michigan the State Government, or any State official, commission, authority, body, or employee or the federal government (a) takes any legislative or administrative action which fails to provide, terminates, or reduces the funding necessary for this Agreement; or (b) takes any legislative or administrative action, which is unrelated to the source of funding for the Agreement, but which affects the MEDC's ability to fund and administer this Agreement and other MEDC programs, provided, however, that in the event such action results in an immediate absence or termination of funding, cancellation may be made effective immediately upon delivery of notice to the Grantee; or
 3. Pursuant to Section XIX of this Agreement.
- X. **MEDC EMPLOYEES.** The Grantee will not hire any employee of the MEDC to perform any services covered by this Agreement without prior written approval from the Chief Executive Officer of the MEDC.
- XI. **CONFIDENTIAL INFORMATION.** Except as required by law, the Grantee shall not disclose any information, including targeted business lists, economic development analyses, computer programs, databases, and all materials furnished to the Grantee by the MEDC without the prior written consent of the MEDC. All information described in this Section shall be considered "Confidential Information" under this Agreement. Confidential Information does not include: (a) information that is already in the possession of, or is independently developed by, Grantee; (b) becomes publicly available other than through breach of this Agreement; (c) is received by Grantee from a third party with authorization to make such disclosures; or (d) is released with MEDC's written consent.
- XII. **PUBLICATIONS.** Except for Confidential Information, the MEDC hereby agrees that researchers funded with this Agreement shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses, or dissertations, or otherwise of their own choosing, the methods and results of their research. Grantee shall at its sole discretion and at its sole cost and expense, prior to publication, seek intellectual property protection for any Inventions (as described in Section XIII) if commercially warranted. Grantee shall submit to the MEDC a listing of articles that Grantee has submitted for publication resulting from work performed hereunder in its quarterly report to the MEDC. Grantee shall acknowledge the financial support received from the MEDC, as appropriate, in any such publication.
- XIII. **INTELLECTUAL PROPERTY RIGHTS.** Grantee shall retain ownership to the entire right, title, and interest in any new inventions, improvements, or discoveries

developed or produced under this Agreement, including, but not limited to, concepts know-how, software, materials, methods, and devices (“Inventions”) and shall have the right to enter into license agreements with industry covering Inventions.

- XIV. CONFLICT OF INTEREST.** Except as has been disclosed to the MEDC, Grantee affirms that neither the Grantee nor its Affiliates or their employees has, shall have, or shall acquire any contractual, financial business, or other interest, direct or indirect, that would conflict in any manner with Grantee’s performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Grantee further affirms that neither Grantee nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Grantee or its affiliates or either’s employees on behalf of the MEDC would be influenced. Grantee shall not attempt to influence any MEDC employee by the direct or indirect offer of anything of value. Grantee also affirms that neither Grantee, nor its Affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Grantee or its Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Grantee will inform the MEDC regarding possible conflicts of interest which may arise as a result of such change. Grantee agrees that conflicts of interest shall be resolved to the MEDC’s satisfaction or the MEDC may terminate this Agreement. As used in this Paragraph, “conflict of interest” shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

- XV. INDEMNIFICATION AND GRANTEE LIABILITY INSURANCE.** To the extent permitted by law, The Grantee shall indemnify, defend and hold harmless the MEDC, its corporate board of directors, executive committee members including its participants, its corporate board of directors, its officers, agents, and employees (the “Indemnified Persons”) from any damages that it may sustain through the negligence of the Grantee pertaining to the performance of this Agreement.

The Grantee shall maintain such insurance or self-insurance to protect the Indemnified Persons, to the extent permitted by law, from claims that might arise out of or as a result of the Grantee’s operations; however, Grantee’s indemnification obligation shall not be limited to the limits of liability imposed under the Grantee’s insurance policies or self-insurance. The Grantee will provide and maintain its own general liability, property damage, and Worker’s Compensation insurance or self-insurance. The insurance shall be written or provide self-insurance for not less than any limits of liability required by law for the Grantee’s obligation for indemnification under this Agreement, to the extent permitted by law.

- XVI. TOTAL AGREEMENT.** This Agreement, together with Exhibit A incorporated herein, is the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the Parties reduced to writing and signed.
- XVII. ASSIGNMENT/TRANSFER/SUBCONTRACTING.** Except as contemplated by this Agreement, the Grantee shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the MEDC. Any future successors of the Grantee will be bound by the provisions of this Agreement unless the MEDC otherwise agrees in a specific written consent. The MEDC reserves the right to approve subcontractors for this Agreement and to require the Grantee to replace subcontractors who are found to be unacceptable.
- XVIII. COMPLIANCE WITH LAWS.** The Grantee is not and will not during the Term be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees, or other requirements imposed by any governmental authority to which it is subject, and will not fail to obtain any licenses, permits, or other governmental authorizations necessary to carry out its duties under this Agreement.
- XIX. DEFAULT.** The occurrence of any one or more of the following events or conditions shall constitute an "Event of Default" under this Agreement, unless a written waiver of the Event of Default is signed by the MEDC: (a) any representation, covenant, certification, or warranty made by the Grantee shall prove incorrect at the time that such representation, covenant, certification, or warranty was made in any material respect; (b) the Grantee's failure generally to pay debts as they mature, or the appointment of a receiver or custodian over a material portion of the Grantee's assets, which receiver or custodian is not discharged within sixty (60) calendar days of such appointment; (c) any voluntary bankruptcy or insolvency proceedings are commenced by the Grantee; (d) any involuntary bankruptcy or insolvency proceedings are commenced against the Grantee, which proceedings are not set aside within sixty (60) calendar days from the date of institution thereof; (e) any writ of attachment, garnishment, execution, tax lien, or similar writ is issued against any property of the Grantee, which is not removed within sixty (60) calendar days. (f) the Grantee's failure to comply with the reporting requirements hereof; (g) the Grantee's failure to comply with any obligations or duties contained herein; and/or (h) Grantee's use of the Grant funds for any purpose not contemplated under this Agreement.
- XX. AVAILABLE REMEDIES.** Upon the occurrence of any one or more of the Events of Default, the MEDC may terminate this Agreement immediately upon notice to the Grantee. The termination of this Agreement is not intended to be the sole and exclusive remedy in case any Event of Default shall occur and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or

hereafter existing at law or equity.

- XXI. REIMBURSEMENT.** If this Agreement is terminated as a result of Section XIX(h) hereof, the MEDC shall have no further obligation to make a Grant disbursement to the Grantee. The Grantee shall reimburse the MEDC for disbursements of the Grant determined to have been expended for purposes other than as set forth herein as well as any Grant funds, which were previously disbursed but not yet expended by the Grantee.
- XXII. NOTICES.** Any notice, approval, request, authorization, direction, or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes: (a) on the delivery date if delivered by electronic mail or by confirmed facsimile; (b) on the delivery date if delivered personally to the Party to whom the same is directed; (c) one business day after deposit with a commercial overnight carrier, with written verification of receipt; or (d) Three business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage, and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's facsimile number or electronic mail address, to be as reasonably identified by notifying Party. The MEDC and Grantee may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.
- XXIII. ACCESS TO RECORDS AND INSPECTION RIGHTS.** During the Term, there will be frequent contact between the Grant Administrator and the Grantee. Until the end of the Term, to enable the MEDC to monitor and ensure compliance with the terms of this Agreement, the Grantee shall permit the MEDC to visit the Grantee, and any other location where books and records of the Grantee are normally kept, to inspect the books and records, including financial records and all other information and data relevant to the terms of this Agreement, including the expenditure of the Grant disbursements; provided, however, that such audit right shall survive the end of the Term by three (3) years. At such visits, the Grantee shall permit any employee or agent of the MEDC to make copies or extracts from information and to discuss the affairs, finances, and accounts of the Grantee related to this Agreement with its officers, employees, or agents. The MEDC shall have the right to remove, photocopy, photograph, or otherwise record in any way any part of such books and records with the prior written consent of the Grantee, which consent shall not be unreasonably withheld.
- XXIV. GOVERNING LAW.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The terms of this provision shall survive the termination or cancellation of the Agreement.

- XXV. COUNTERPARTS AND COPIES.** The Parties hereby agree that the faxed signatures of the Parties to this Agreement shall be as binding and enforceable as original signatures; and that this Agreement may be executed in multiple counterparts with the counterparts together being deemed to constitute the complete agreement of the Parties. Copies (whether photostatic, facsimile or otherwise) of this Agreement may be made and relied upon to the same extent as though such copy was an original.
- XXVI. JURISDICTION.** In connection with any dispute between the Parties under this Agreement, the Parties hereby irrevocably submit to jurisdiction and venue of the Michigan circuit courts of the State of Michigan located in Ingham County. Each Party hereby waives and agrees not to assert, by way of motion as a defense or otherwise in any such action any claim; (a) that it is not subject to the jurisdiction of such court; (b) that the action is brought in an inconvenient forum; (c) that the venue of the suit, action, or other proceeding is improper; or (d) that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.
- XXVII. SEVERABILITY.** All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void, or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality, or unenforceability.
- XXVIII. PUBLICITY.** At the request and expense of the MEDC, the Grantee will cooperate with the MEDC to promote the Grant Activities through one or more of the placement of a sign, plaque, media coverage, or other public presentation at the project or other location acceptable to the Parties.
- XXIX. SURVIVAL.** The terms and conditions of sections VII, VIII, XI, XV, XVII, XXIV, XXVI, and XXVII shall survive termination of this Agreement.

(remainder of page intentionally left blank)

The signatories below warrant that they are empowered to enter into this Agreement.

GRANTEE ACCEPTANCE: City of Farmington

Dated: _____

Joesph LaRussa
Mayor

MEDC ACCEPTANCE: Michigan Economic Development Corporation

Dated: _____

Christin Armstrong
Secretary

EXHIBIT A
GRANTEE'S BUDGET

City of Farmington		Governor Warner Mansion			
3. Project Cost Elements		4. Funding Sources			
Activities	Other/Additional Notes	Michigan Enhancement Grant	Local Funding	Other Funding	Total
Water & Sewer Infrastructure	Bringing water and sewer to the carriage house	\$ 60,000.00			\$ 60,000.00
Environmental	Lead abatement	\$ 75,000.00			\$ 75,000.00
Sidewalk & Parking Infrastructure	Pavers and asphalt	\$ 200,000.00			\$ 200,000.00
Building Repair & Maintenance	painting, roofs, electrical	\$ 454,500.00			\$ 454,500.00
Equipment:	Boiler, Generator	\$ 35,500.00			\$ 35,500.00
Other:	Landscaping	\$ 175,000.00			\$ 175,000.00
Total		\$ 1,000,000.00	\$ -	\$ -	\$ 1,000,000.00

Farmington City Council Staff Report	Council Meeting Date: February 4, 2024	Item Number 9
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: GLWA Settlement & Release Agreement and Resolution		
Proposed Motion: Move to accept the proposed Settlement and Release agreement between the City of Farmington and Great Lakes Water Authority and approve the resolution certifying the approval of the Settlement and Release agreement for the claim of damage to the City of Farmington water distribution system as a result of the temporary operation of the GLWA water transmission system.		
Background: February of 2023 Great Lakes Water Authority (GLWA), in conjunction with Oakland County Water Resource Commission (OCWRC) and multiple communities to the north and west of Farmington, coordinated efforts to minimize peak water demand to allow GLWA to conduct urgent lining of 42” and 48” diameter water mains near the Farmington Hills & West Bloomfield border. The urgent lining of the water mains was to prevent a failure of those water mains which would have disrupted the water supply to multiple communities for possibly a week. To facilitate repairs, GLWA increased water pressure from the Newburg Pumping Station, installed temporary booster pumps at the Farmington Hills water tower, and several communities opened emergency connection valves between each community. The Whittaker District water is supplied to the City of Farmington from a Farmington Hills water main on Grand River operated by OCWRC. The Whittaker District was identified as a vulnerable segment of the Farmington distribution system that may encounter water pressure spikes. Temporary pumping operations began mid-afternoon February 2, 2023. Approximately 2 a.m. February 3, 2023, Farmington crews were dispatched to a major WMB in the intersection of Gill & Arundel. Crews located and repaired two pressure breaks in the 8-inch diameter water main. Upon reviewing GLWA SCADA it was determined water hammer from the temporary pumping operations at the Farmington Hills water tower caused the pressure breaks. GLWA, OCWR and the temporary pumping contractor revised the pump speed, pump starting procedure and most significantly to pump shut down procedure. Several days later the same water main suffered another pressure break. GLWA advised to submit a claim including all expenses for the repairs including water loss, and restoration for their review of a potential settlement. Public Submitted an invoice to GLWA in September 2023 in the amount of \$14,362.31 for the repairs which will be credited to a monthly invoice from GLWA. To close the settlement and release GLWA of additional liabilities, GLWA is requiring the attached settlement and release to be accompanied by a Farmington City Council Resolution.		
Materials: Resolution, Settlement & Release		

SETTLEMENT AND RELEASE AGREEMENT
BETWEEN
CITY OF FARMINGTON AND GREAT LAKES WATER AUTHORITY

This Settlement and Release Agreement (“Agreement”) is made between the City of Farmington, a Michigan municipal corporation (“City”), and the Great Lakes Water Authority, a Michigan municipal authority (“GLWA”). The City and GLWA may be collectively referenced as the “Parties” or a “Party”.

Recitals

- A. The City and GLWA entered into a water service agreement dated June 23, 2009, as subsequently amended (“Contract”); and
- B. Paragraph 11.02 of the Contract provides that, except to the extent that GLWA is the proximate cause, GLWA shall not be liable for damage to the City’s water works system; and
- C. On February 3, 2023, the City experienced water main breaks within its water works system; and
- D. The Parties find it in their best interests to complete a settlement and release of the claims set forth in this Agreement; and

Accordingly, the Parties agree as follows:

1. GLWA will provide, and the City will accept, a credit to the City’s wholesale water account in the amount of Fourteen Thousand Three Hundred Forty-Two and 31/100 Dollars (\$14,342.31) (the “Credit”). The Credit shall, after satisfaction of the conditions precedent stated in Paragraph 3 below, be applied by GLWA to the billing period subsequent to the Effective Date of this Agreement. The Credit is intended to resolve in their entirety the claims set forth in Paragraph 2 below and represents the full and final settlement and satisfaction of the claims set forth therein.

2. The City (including its past, present and future directors, appointees, employees, agents, and representatives) releases and forever discharges GLWA and its directors, appointees, employees, agents, and representatives (past, present and future) from all manner of claims, actions, causes of action, demands, damages, lawsuits, debts, disputes, sums of money, promises, liabilities, obligations, losses, costs, expenses and compensation of every kind, name and nature, known or unknown, in law or equity, which it has or may have against GLWA relating in any way to, arising out of, or resulting from all water main breaks that may have occurred in the City prior to 12:01AM on February 4, 2023.

3. As a condition precedent to GLWA’s obligations specified in Paragraph 1 above:

- a. The City shall obtain by resolution the approval of its City Council of the terms of this Agreement and thereafter have the Agreement executed by an Authorized Representative (as defined in Paragraph 8) of the City and return this Agreement to GLWA; and

b. Then, GLWA shall obtain the approval of and have the Agreement executed by its Chief Executive Officer and return a copy of the fully executed Agreement to the City.

4. Upon full execution of this Agreement, it shall be binding upon the Parties (the "Effective Date").

5. All other claims of the Parties related to the provision of water service by GLWA to the City and the payment for water services by the City to GLWA not included in Paragraph 2 are preserved and are not waived by this Agreement.

6. This Agreement is made with reference to and will be governed in accordance with the laws of the State of Michigan.

7. The terms set forth in this Agreement represent the compromise of a dispute and shall not be construed as an admission of negligence or fault on the part of either Party.

8. The individuals signing this Agreement warrant and represent that they have actual authority to execute this Agreement on behalf of the entities they represent and that it binds each of their directors, officers, agents, employees, successors, and assigns.

9. All agreements and understandings between the Parties are expressed in this Agreement and its terms are contractual.

10. Each of the Parties has participated in the drafting of this Agreement and, as a result, the rule that ambiguities are construed against the drafter shall not apply in the event of a dispute arising out of this Agreement.

11. This Agreement and each of its terms and conditions shall be applied to the benefit of and be binding upon the Parties, their respective successors, and assigns.

(Signatures appear on next page)

The Parties fully understand and agree to be bound by the foregoing terms as evidenced by the signatures of its duly authorized representatives below:

City of Farmington:

By: _____
David Murphy
City Manager

By: _____
Meaghan Bachman
City Clerk

APPROVED BY
FARMINGTON CITY COUNCIL ON: _____
Date

Great Lakes Water Authority:

By: _____
Suzanne R. Coffey, P.E.
Chief Executive Officer

Dated: _____

APPROVED AS TO FORM BY
GLWA GENERAL COUNSEL: _____

Farmington City Council Staff Report	Council Meeting Date: March 4th, 2024	Item Number 10
Submitted by: Bob Houhanisin, Public Safety Director		
Agenda Topic: Agreement with EMS provider- Huron Valley Ambulance		
Proposed Motion: To enter into agreement with Huron Valley Ambulance to provide 24/7/365 Advanced Life Support services for the City of Farmington. Specifically, Option A, which requires a response time of 12 minutes for 90% of priority one service with a zero annual cost to the City of Farmington.		
Background: For several years, EMS services were provided by Community EMS and then Superior Ambulance Service. In December of 2023, Superior Ambulance informed the City of Farmington that they would no longer provide ALS (advanced life support) services on March 15 2024, without subsidy. The City of Farmington sought proposals for ALS services from Huron Valley Ambulance, Star EMS, MEDstar EMS, Superior Ambulance Service, and the Farmington Hills Fire Department. After careful consideration, it was determined that Huron Valley Ambulance would be selected to provide EMS (ALS) services to the City of Farmington.		
Materials Attached: -None		