

AGENDA
CITY COUNCIL STUDY SESSION
DECEMBER 13, 2021 – 6:00PM
CITY OF FARMINGTON HILLS
CITY HALL – COMMUNITY ROOM
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
Telephone: 248-871-2410 Website: www.fhgov.com

1. Call Study Session to Order
2. Roll Call
3. [2022 Road Construction & PASER Rating Update](#)
4. [Special Services Department Fiscal Overview](#)
5. Adjourn Study Session

Respectfully submitted,

Pamela B. Smith, City Clerk

Reviewed by:

Gary Mekjian, City Manager

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



2021/2022

Road Construction
Update

December 13, 2021

2021 Accomplishments

Major Roads (**\$3.6 Million**)

- 11 Mile: Middlebelt to Inkster
 - Included Sidewalk, culvert replacements and Skye Drive Signal modernization

Local Roads (**\$12 Million**)

- Stone Creek and Westlake Estates (Phase 2)
- Heritage Hills/Wedgewood Commons (Phase 1)
- Parkhill Blvd Gravel Road Conversion
- Local road resurfacing projects
 - Indianbrook Subdivision
 - Warner Woodland View Subdivision
 - Farmington Gardens (Karen Court)

2021 Accomplishments

- **Asphalt and concrete replacement programs, \$1,540,000**
- **Joint and crack sealing program (concrete), \$112,000**
- **Over-banding program (asphalt), \$65,000**
- **Flex Seal Program (concrete), \$325,000**
- **Major Road Sidewalk replacement program, \$150,000**
- **Local neighborhood SAD Sidewalk, \$60,000**

11 Mile Road

Before



After



11 Mile Road

Before



After



Heritage Hills

Before



After



Stone Creek & Westlake Subdivisions

Before



After



Parkhill Blvd

Before



After



2022 Local Road Reconstruction Projects

- **Goal: \$10 Million in construction**
- **Consistent with budget recommendations**
- **Candidate Projects**
 - **Heritage Hills/Wedgewood Commons, Phase 2**
 - **Rockridge Lane**
 - **1 Gravel road conversion project**
 - **2-3 Local Road Resurfacing Projects**

Rockridge Lane Before



Heritage Hills – Phase 2 Before



Whitlock Before



Proposed 2022 Major Road Construction

- **Major Roads (\$11.5 Million)**
 - **14 Mile Road: Farmington to Orchard Lake, \$4M Total, \$1.5M in Federal Funds**
 - **Shiawasse Road: 9 Mile to Hawthorne St , \$2.9M**
 - **Farmington Freeway Industrial Park (Commerce Drive) Phase 1 of 4, \$3.1M**
 - **Interchange Drive*, \$1.5M**

Shiawassee – 9 Mile to Hawthorne Before



Commerce Drive Before



Interchange Drive Before



14 Mile Road – Orchard Lake to Farmington Before



2022 Major Road Construction

- **RCOC: Orchard Lake Road**
(14 Mile to 13 Mile Road)
- **GLWA: 8 Mile/14 Mile Rd Looping project**
 - Current through December 2023
- **MDOT: I-696, I-275 to Lahser Rd**
 - Late 2022 through 2024 Construction
 - Full reconstruction, including OLR interchange
- **MDOT: I-96 Flex Route Reconstruct**
 - Spring 2022 through 2024
 - I-275 to Kent Lake Rd (12 Miles)
 - Rebuild all eastbound and westbound lanes and shoulders. Accommodate active traffic management system.

PASER Update

- **Overall PASER score**
 - 2014: 4.2
 - 2017: 4.7
 - 2019: 5.1
 - 2021: 5.2
- **Continue to use the PASER to drive the CIP schedule**
- **38 Miles of local roads reconstructed since the adoption of the 2018 millage**

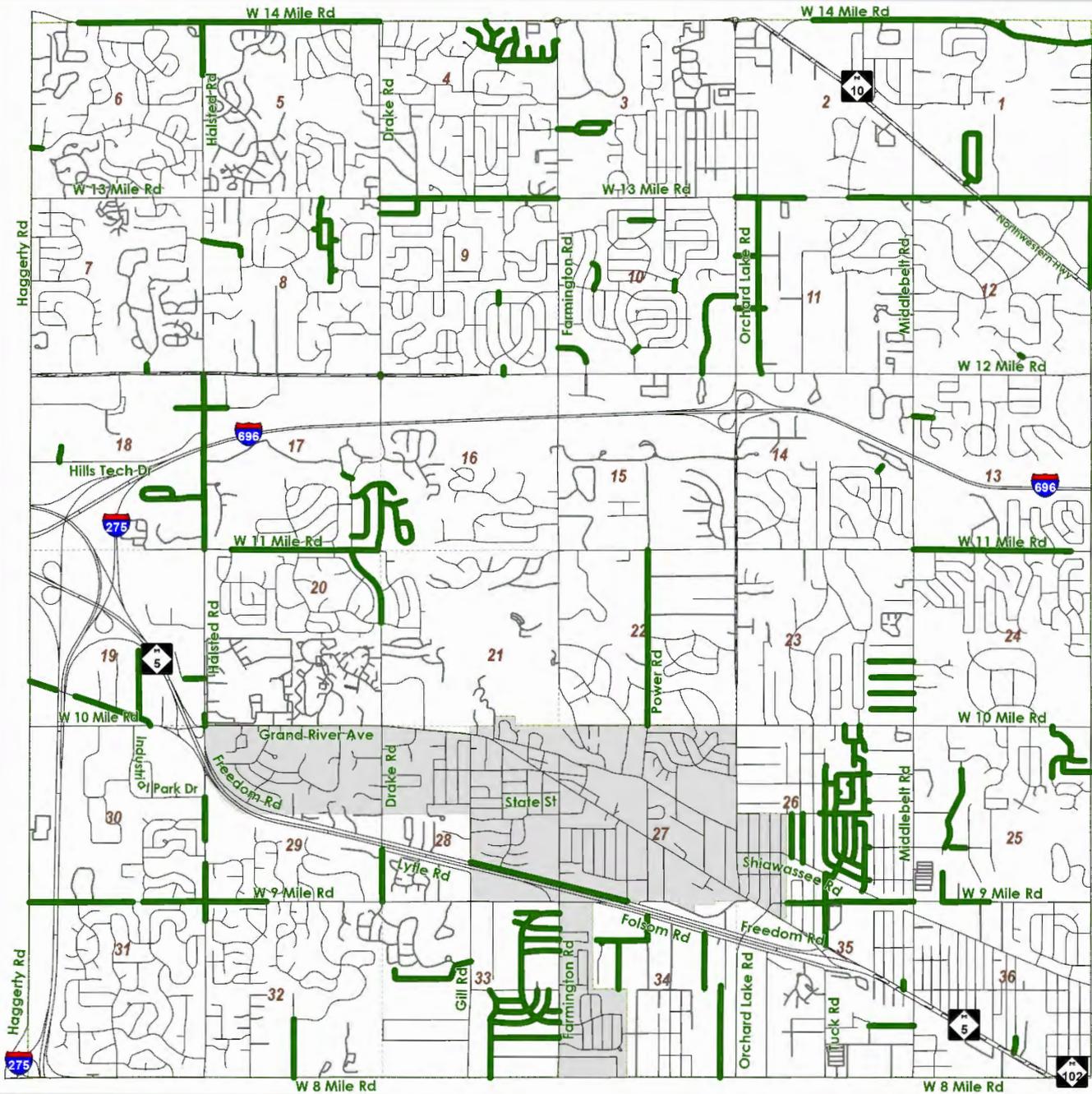
PASER Ratings

Roads Upgraded from
Poor or Fair to Good
2017-2021

City of Farmington Hills, Michigan

Legend

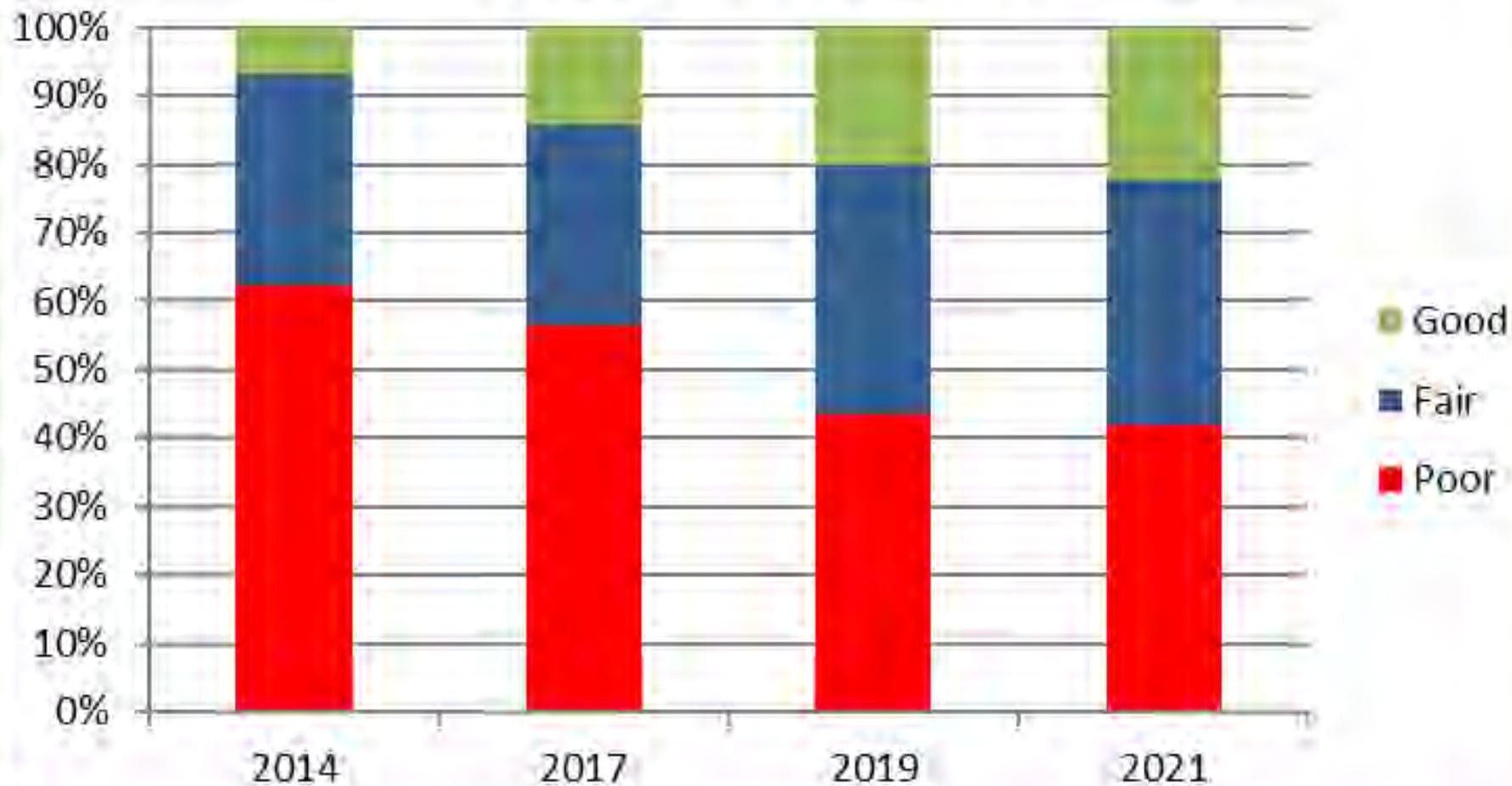
-  Roads upgraded from Poor or Fair to Good between 2017-2021
-  Gravel or Private road
-  City of Farmington
-  Municipal boundary
-  Section lines



SOURCE: City of Farmington Hills GIS, 2021
Department of Public Services 2017-2021
Map print date: September 2021

DISCLAIMER: Although the information provided by this map is believed to be reliable, its accuracy is not warranted in any way. The City of Farmington Hills assumes no liability for any claims arising from the use of this map.

Road Network PASER Rating



Questions?





SPECIAL SERVICES FISCAL OVERVIEW

Thomas C. Skrobola

Finance Director/Treasurer, City of Farmington
Hills, Michigan

December 13, 2021

City Council Study Session

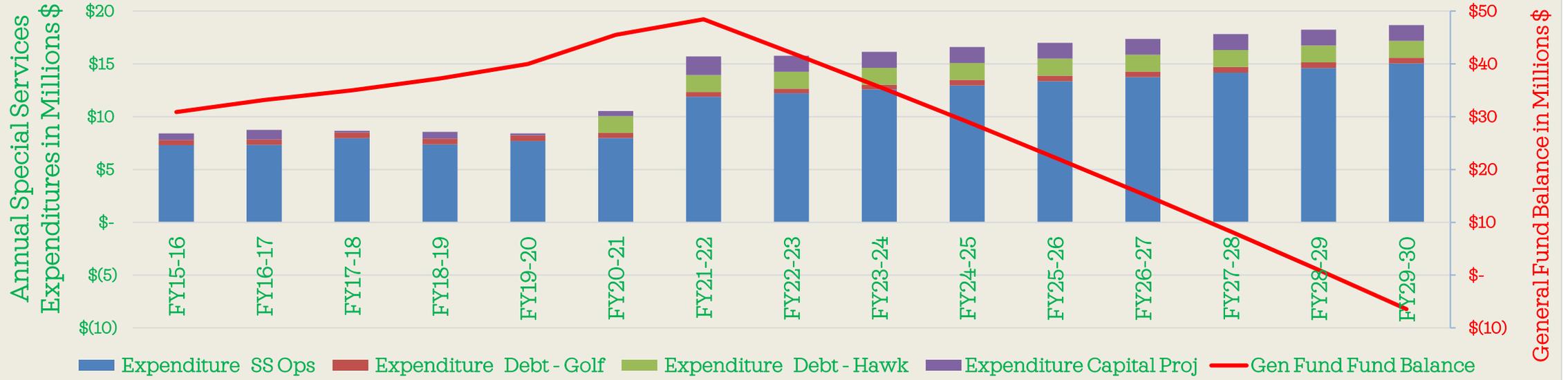
\$ Millions

	Transfers fr Parks Millage	Revenue SS Ops	Tot Revenue Special Svcs	Expenditure SS Ops	Expenditure Debt - Golf	Expenditure Capital Proj	Tot Expenditure Special Svcs	SS Net Tot. Pos (Neg)
FY18-19	\$ 1.32	\$ 4.83	\$ 6.14	\$ (7.38)	\$ (0.53)	\$ (0.66)	\$ (8.57)	\$ (2.43)
FY17-18	\$ 1.32	\$ 4.86	\$ 6.18	\$ (7.97)	\$ (0.54)	\$ (0.16)	\$ (8.67)	\$ (2.49)
FY16-17	\$ 1.32	\$ 4.74	\$ 6.06	\$ (7.34)	\$ (0.50)	\$ (0.91)	\$ (8.76)	\$ (2.70)
FY15-16	\$ 1.32	\$ 4.64	\$ 5.95	\$ (7.30)	\$ (0.50)	\$ (0.61)	\$ (8.42)	\$ (2.47)

Special Services: Pre-
Hawk, pre-COVID

General Fund subsidy for Special Services
programs, facilities, and projects was roughly
\$2.5 million/year, and was fairly sustainable.

Special Services Expenditures + General Fund Balance



Our Current Course

On our current course, the Special Services subsidy **would eliminate the General Fund Balance** before the Parks and Recreation Millage renewal in **2029**.

Problem:
Major repairs
are needed at
The Costick
Center and
The Hawk

- **5 years: Total/Priority**
- **Costick: \$20M/\$9M**
- **Hawk: \$16M/\$3M**
- **Total: \$36M/\$12M**

Problem:
Unsustainable
Special
Services
annual subsidy

- **FY 21-22: \$9M**
- **Post-COVID (FY23-24): \$7M**

Options

- **Increase the Parks and Recreation Millage to 2.3 mills**; please note that the Parks and Recreation Millage is not up for a Renewal Vote until **2029**
- **Increase revenues** (user fees, concessions, sponsorship, advertising/naming rights, public-private partnerships, Dome, etc.)
- **Improve operational efficiencies** by streamlining programming and facility utilization

Further Study is Needed

- Administration recommends that a consultant be hired to evaluate the situation and make recommendations for a sustainable future, including:
 - Operations and Programming
 - Facility utilization and optimization
 - Facility repairs, improvements, additions, and replacement
 - Financing – improving revenue, reducing expenditures, financing for projects

AGENDA
CITY COUNCIL MEETING
DECEMBER 13, 2021 – 7:30PM
CITY OF FARMINGTON HILLS
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
Telephone: 248-871-2410 Website: www.fhgov.com
YouTube Channel: <https://www.youtube.com/user/FHChannel8>

REGULAR SESSION MEETING BEGINS AT 7:30P.M. IN THE CITY COUNCIL CHAMBER

STUDY SESSION (6:00 P.M. Community Room – See Separate Agenda)

REGULAR SESSION MEETING

CALL REGULAR SESSION MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. Approval of Regular Session Meeting Agenda
2. Administration of Oath of Office to Mayor Pro-Tem Mary Newlin
3. Presentation and Acceptance of the City's FY 2020/2021 [Audit Results](#)

CORRESPONDENCE

CONSENT AGENDA - (See Items No. 6 – 19)

All items listed under Consent Agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items, unless a Council Member or citizen so requests, in which event the items may be removed from the Consent Agenda for consideration.

CONSENT AGENDA ITEMS FOR DISCUSSION

PUBLIC QUESTIONS AND COMMENTS

Limited to five (5) minutes for any item of City business not on the agenda.

COUNCIL MEMBERS COMMENTS AND ANNOUNCEMENTS

CITY MANAGER UPDATE

NEW BUSINESS:

4. Recommended adoption of a [resolution](#) extending the term of the Farmington Hills Municipal Broadband Task Force.
5. Consideration of approval of [extension of terms](#) for Broadband Task Force members.

CONSENT AGENDA:

6. Recommended approval of setting the [City Council Goals Session](#) date of January 22, 2022.
7. Recommended approval of Water Tower Lease Amendment with Verizon Wireless. [CMR 12-21-114](#)
8. Recommended approval of construction contract with the Michigan Department of Transportation (MDOT) for the 14 Mile Road Pavement Reconstruction Project from Farmington Road to Orchard Lake Road. [CMR 12-21-115](#)

9. Recommended adoption of a resolution designating the City Manager as the City's Street Administrator. [CMR 12-21-116](#)
10. Recommended approval of establishing the Salvador Street Water Main and Sanitary Sewer Payback between Whitlock Street and Hugo Avenue in Section 34 of the City. [CMR 12-21-117](#)
11. Recommended approval of establishing the Quaker Valley Farms Addition Water Main Payback in Section 16 of the City. [CMR 12-21-118](#)
12. Recommended adoption of a resolution approving opting-in to the National Opioid Litigation Settlement. [CMR 12-21-119](#)
13. Recommended approval of award of contract for Concession Management at the Farmington Hills Golf Club Restaurant with LPS Grille Corp. for a five (5) year term; with possible extensions. [CMR 12-21-120](#)
14. Recommended approval of award of agreement for the Enterprise Storage Project with Access Interactive in the amount of \$314,412. [CMR 12-21-121](#)
15. Recommended approval of award of contract for Catering/Event Planning Services for Longacre House, William Costick Center, The Hawk and Grant Community Center with Gourmet Express for a five (5) year term; with possible extensions. [CMR 12-21-122](#)
16. Recommended approval of award of bid for Janitorial Supplies for City Hall and Police Department to Empire Equipment & Supply in an approximate amount of \$25,000 per year; with possible extensions. [CMR 12-21-123](#)
17. Recommended approval of award of agreements for As Needed Architectural and Engineering Services for City Facility Projects to Hubbell Roth & Clark, Inc. and Lindhout Associates Architects Partnering with IMEG Corporation for one year; with possible extensions. [CMR 12-21-124](#)
18. Recommended approval of bid waivers for all budgeted Instructors, Speakers, Artists, Musicians and Performers for a period of three years. [CMR 12-21-125](#)
19. Recommended approval of the City Council [regular session meeting minutes](#) of November 22, 2021.

ADDITIONS TO AGENDA

20. Attorney Report

ADJOURNMENT

Respectfully submitted,

Pamela B. Smith, City Clerk

Reviewed by:

Gary Mekjian, City Manager

REQUESTS TO SPEAK: Anyone requesting to speak before Council on any agenda item other than an advertised public hearing issue must complete and turn in to the City Clerk a blue, Public Participation Registration Form (located in the wall rack by the south door entering the council chambers).

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

City of Farmington Hills Audit Results Year Ended June 30, 2021



Presented by

Jamie Rivette, CPA, CGFM

December 13, 2021



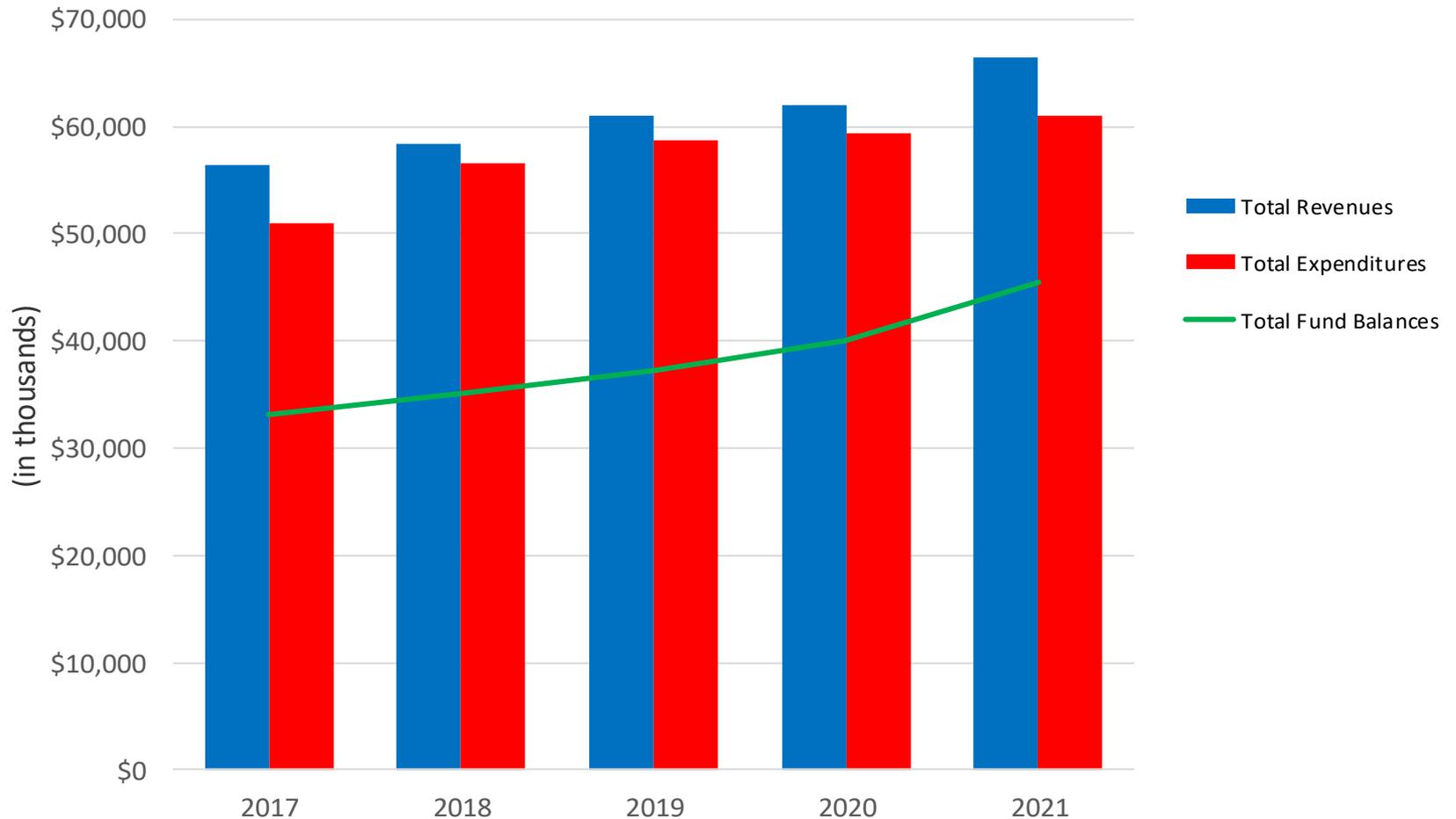
City of Farmington Hills

Audit Opinion

- The purpose of an audit
- Management's responsibility
 - Preparation and fair presentation in accordance with GAAP
 - Design, implementation and maintenance of internal controls
- Auditors' responsibility
 - Express opinions on the financial statements based on our audit
- Unmodified opinion – highest level of assurance

City of Farmington Hills

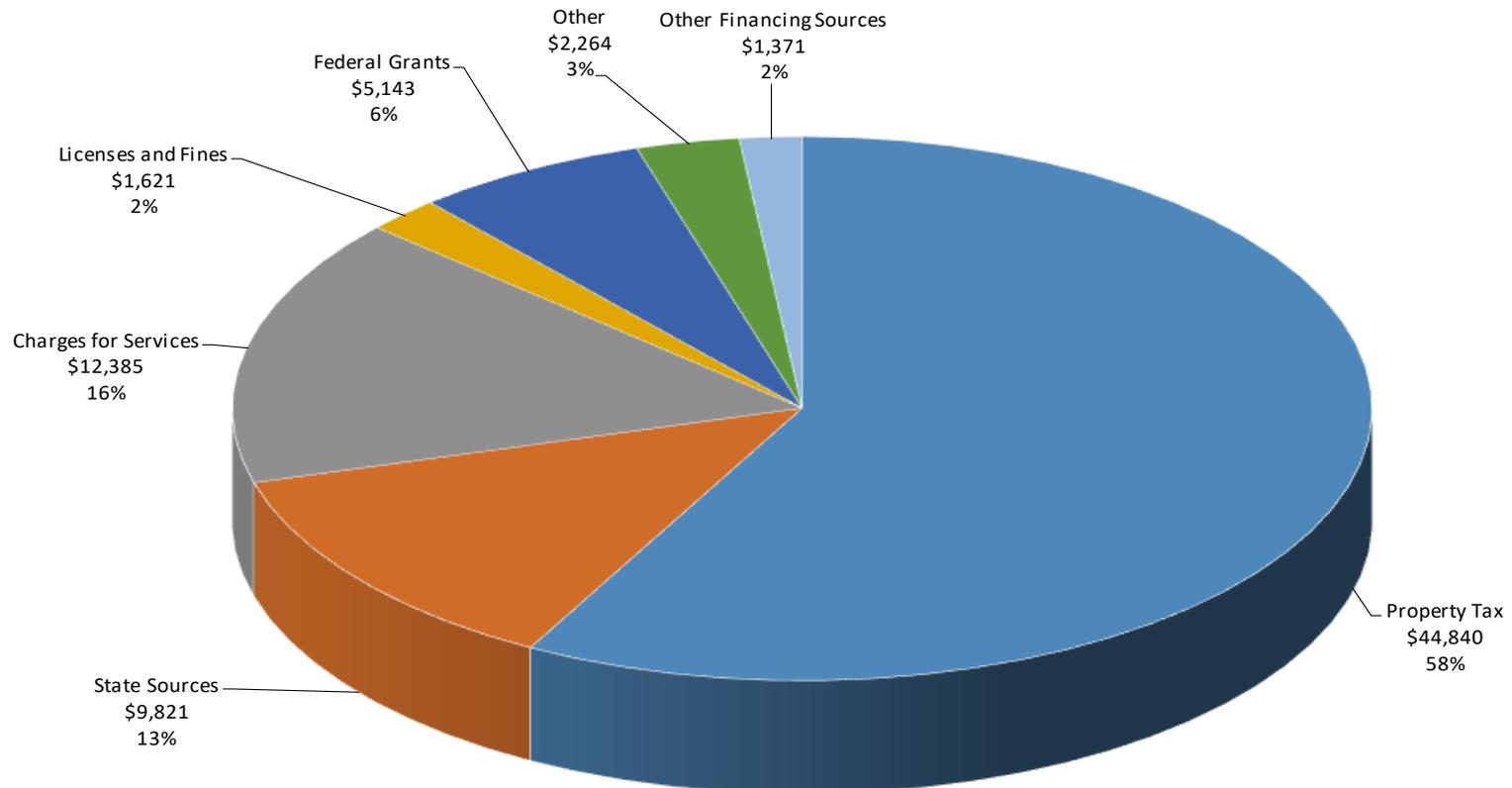
General Fund Revenues, Expenditures, Other Financing Sources (Uses) and Fund Balances



City of Farmington Hills

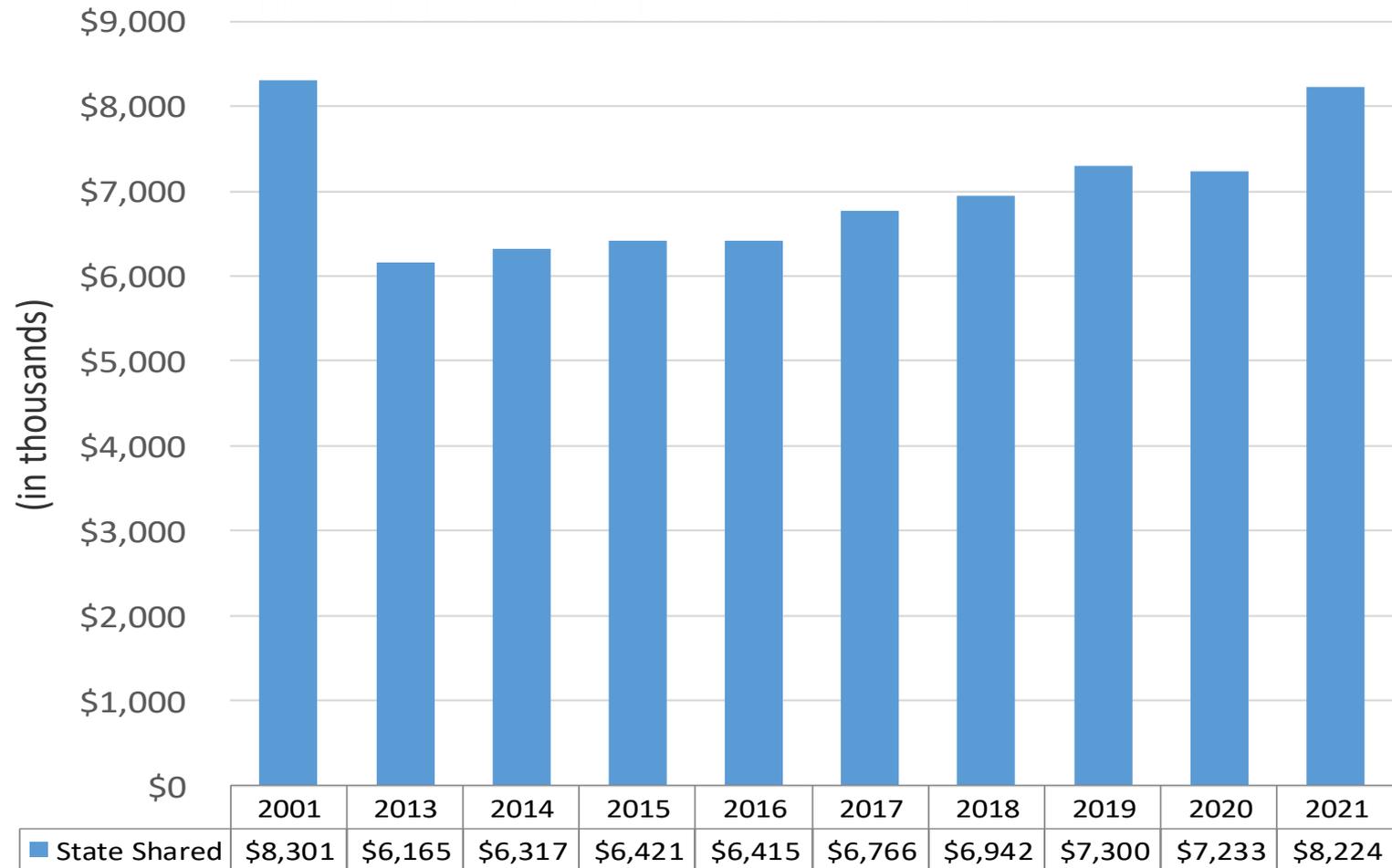
General Fund and Public Safety Fund Revenues and Other Financing Sources - \$77,444,877

2021 (in thousands)



City of Farmington Hills

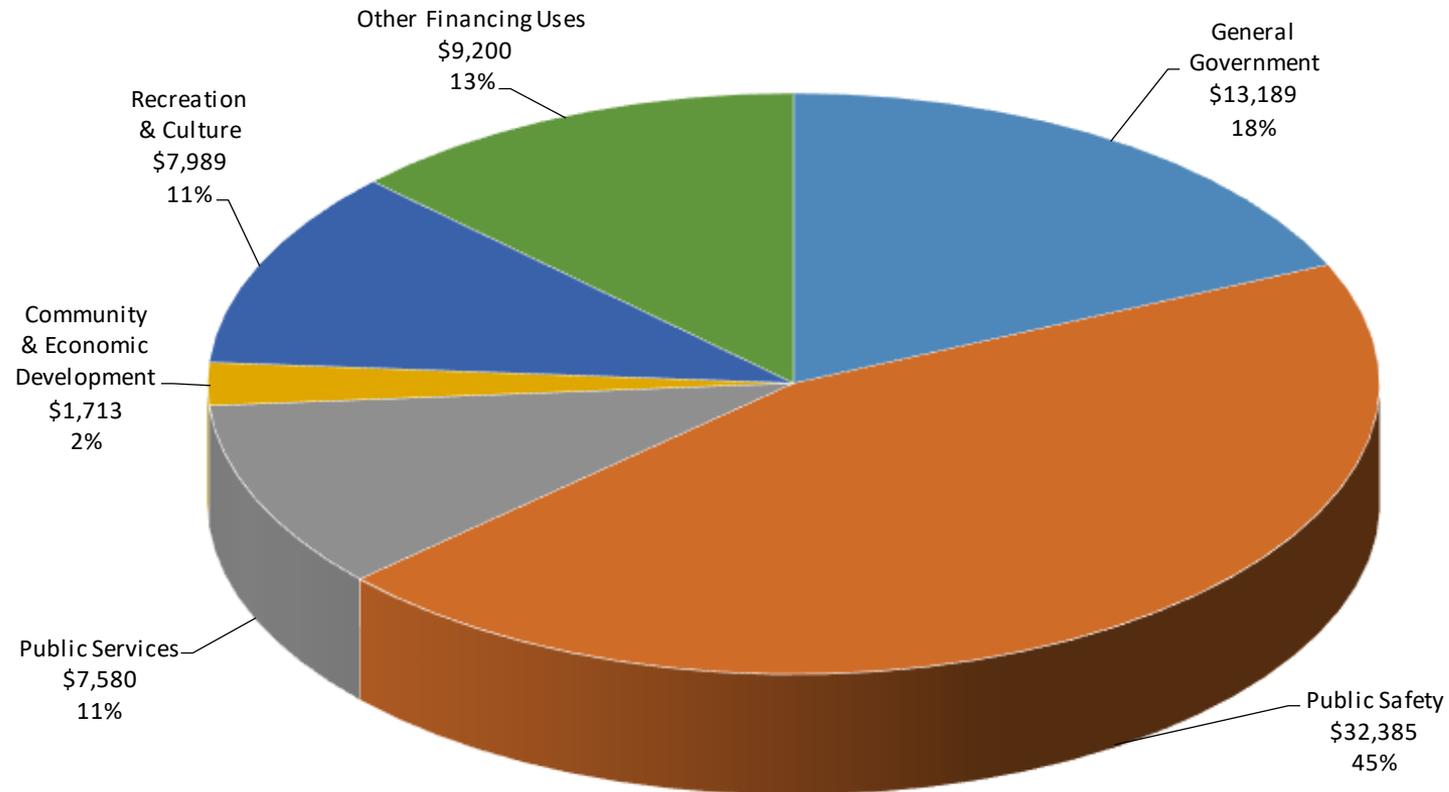
State Shared Revenue



City of Farmington Hills

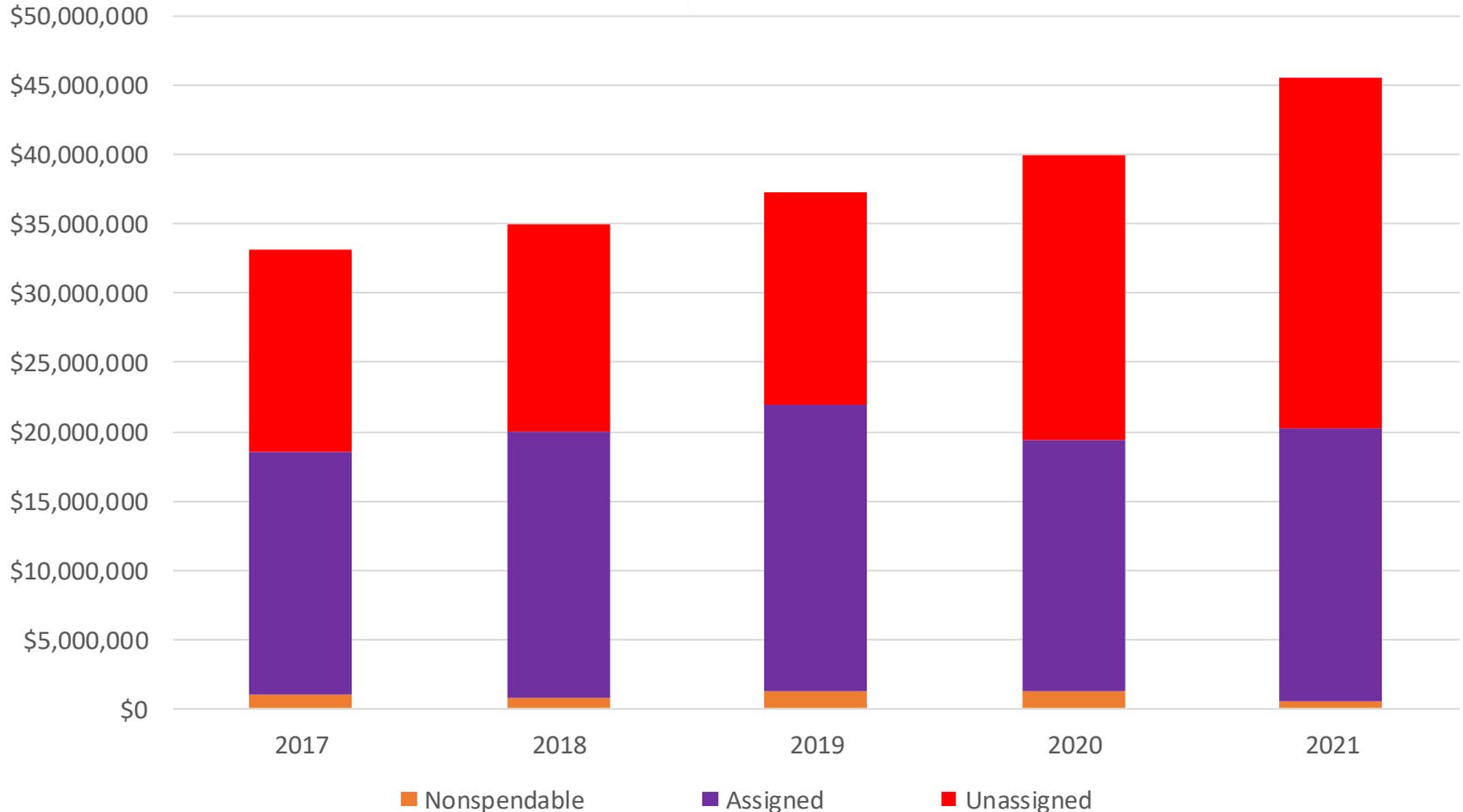
General Fund and Public Safety Fund Expenditures and Other Financing Uses - \$72,056,070

2021 (in thousands)



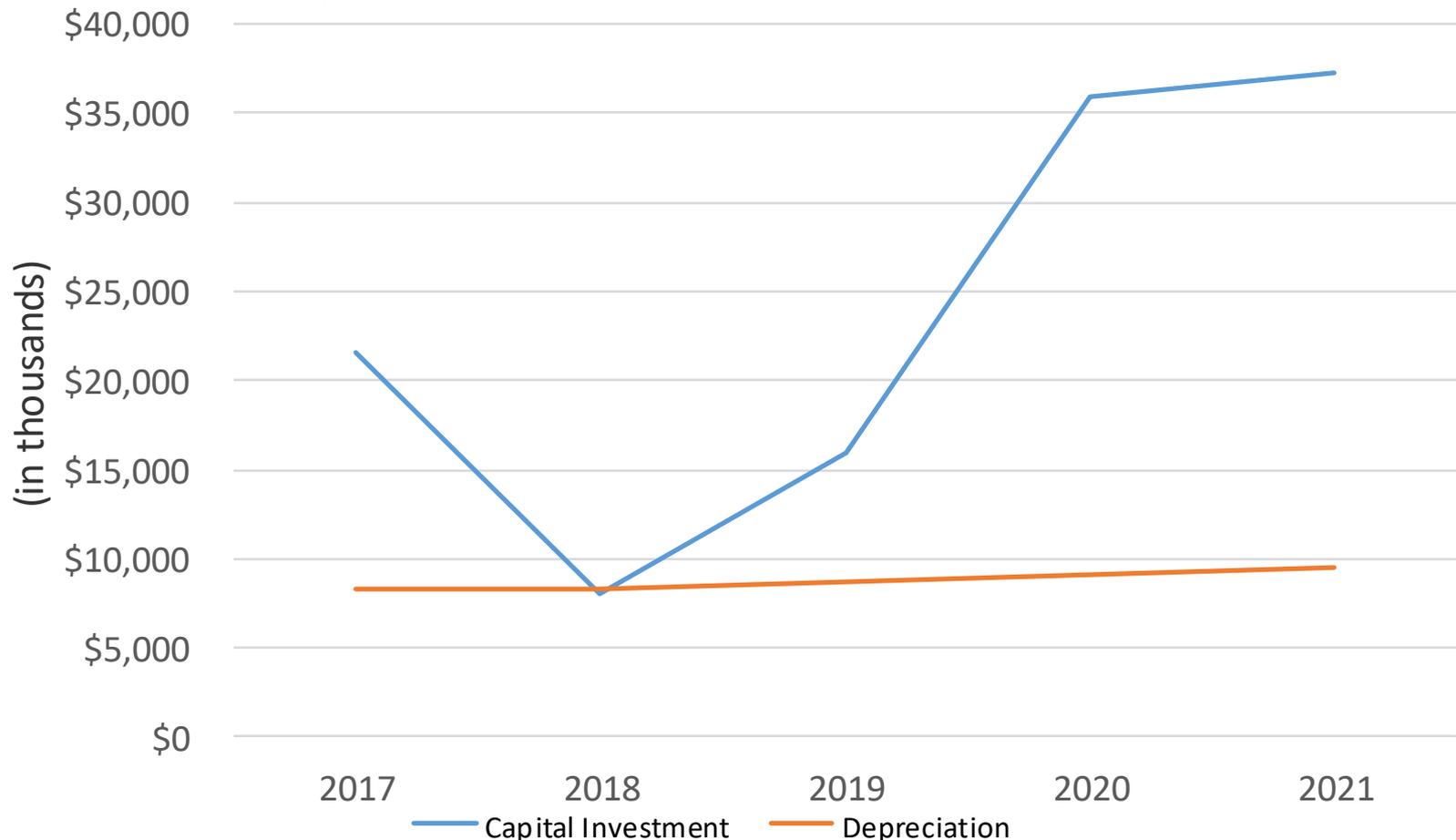
City of Farmington Hills

General Fund - Fund Balances



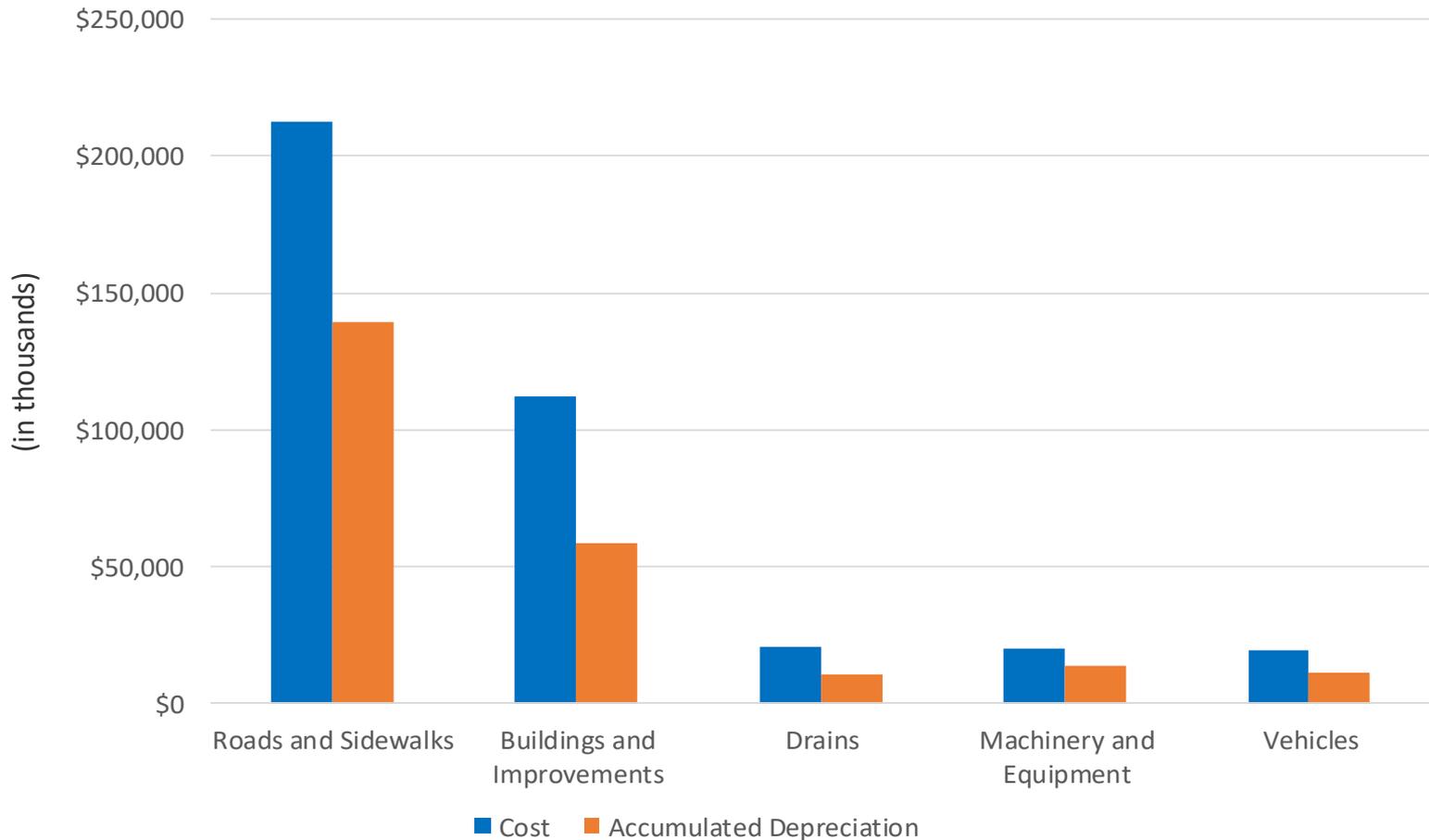
City of Farmington Hills

Capital Investments - Governmental Activities



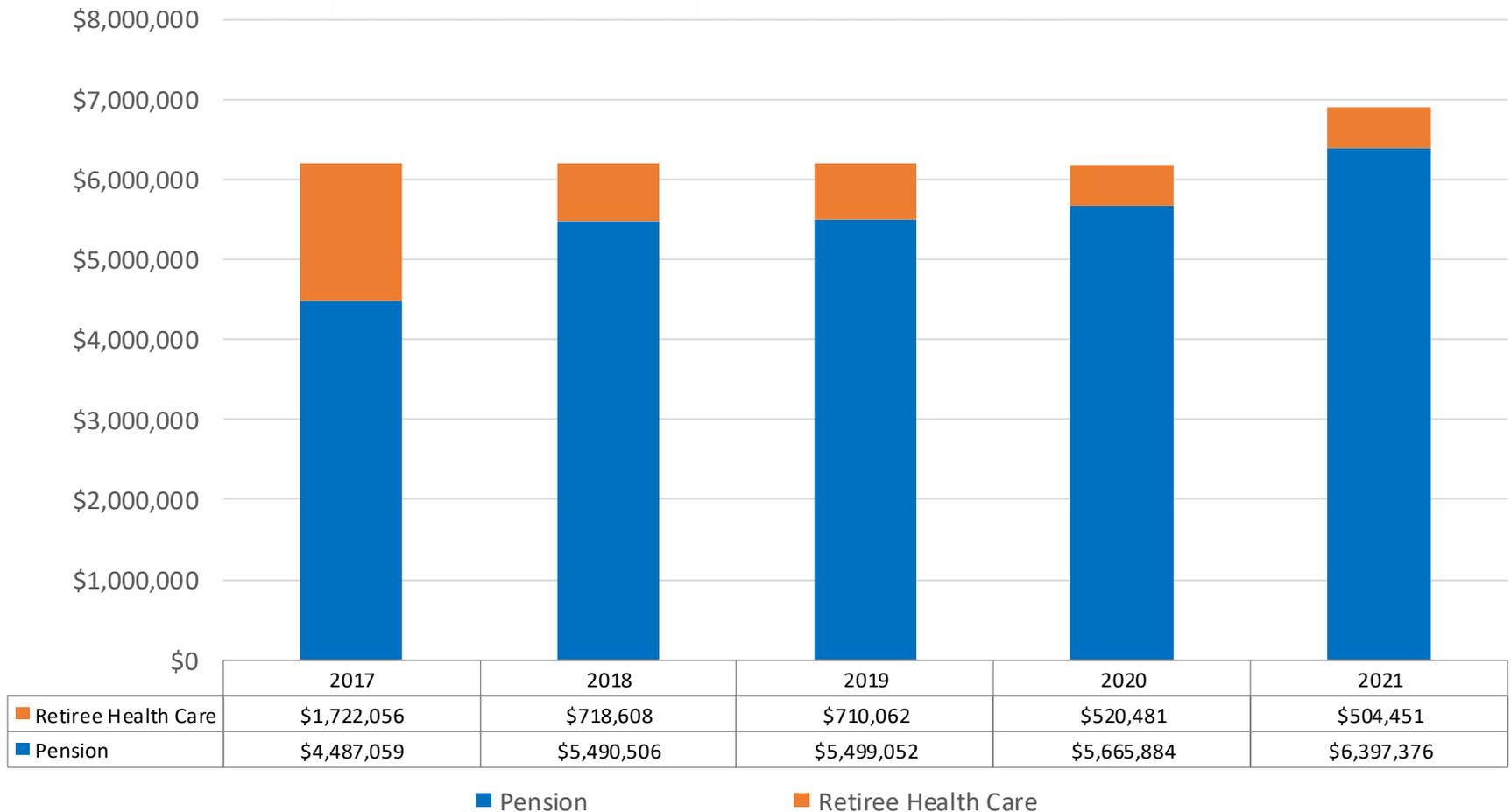
City of Farmington Hills

Depreciable Capital Asset Summary Governmental Activities



City of Farmington Hills

Retirement and Retiree Health Care Contributions



Internal Controls and Compliance

Financial Statements:

- No Material Weaknesses Identified
- No Material Noncompliance Identified
- No Significant Deficiencies Identified

Federal Awards:

- Major Programs – Unmodified Opinions
 - Coronavirus Relief Fund
- No Material Weaknesses Identified
- No Significant Deficiencies Identified
- No Material Noncompliance Identified

City of Farmington Hills

Governance Letter

- Qualitative Aspects of Accounting Practices
 - Significant Estimates
- Accounting Standards and Regulatory Updates
 - Upcoming GASB Statements

Future Challenges

- Economic Outlook – State shared revenues
- Future Capital Needs
- Cost of Infrastructure
- Federal and State Mandates



Thank you!

Jamie Rivette, CPA, CGFM

800.968.0010

jamriv@yeoandyeo.com

Knowledge. Relationships. Trust.

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON HILLS

RESOLUTION NO. R- _____ -21

**RESOLUTION EXTENDING THE TERM OF THE
FARMINGTON HILLS MUNICIPAL BROADBAND TASK FORCE**

At a regular meeting of the City Council of the City of Farmington Hills, County of Oakland, State of Michigan, held on _____, 2021, at 7:30 o'clock p.m., Eastern Daylight Savings Time, with those present and absent being,

PRESENT:

ABSENT:

The following preamble and resolution were offered by Council Member _____ and supported by Council Member _____:

WHEREAS, on May 14, 2018, City Council adopted a resolution (R-62-18) establishing the Broadband Task Force for the purpose and with the objective of studying and reporting to City Council any available options and the necessary undertakings in order to establish a municipal broadband system and services in the City of Farmington Hills, potential obstacles or issues involved with doing so, and the possibility of public-private partnerships and interlocal partnerships for the provision of municipal broadband services; and

WHEREAS, on February 11, 2019, City Council extended the expiration term of the Task Force from February 1, 2019 to August 1, 2019, as the Task Force required more time to carry out its purpose and objectives and report back to City Council; and

WHEREAS, on July 22, 2019, City Council extended the expiration term of the Task Force from August 1, 2019 to April 1, 2020, as the City had issued a "Request for Proposals for Municipal Broadband Network Assessment and Feasibility Analysis for the Cities of Farmington and Farmington Hills" and desired the Task Force to participate in the RFP process and presentation to City Council; and

WHEREAS, on February 24, 2020, City Council extended the expiration term of the Task Force from April 1, 2020, to April 1, 2021, as City Council awarded a contract for the Municipal Broadband Network Assessment and Feasibility Analysis and wanted the Task Force to participate in the network assessment and feasibility analysis process and final presentation to City Council; and

WHEREAS, on December 15, 2020, City Council again extended the expiration term of the Task Force from April 1, 2021 to December 31, 2021 to enable the Task Force to continue its participation in the network assessment and feasibility analysis process and to provide input regarding possible public-private cooperative arrangements for the provision of broadband services; and



INTEROFFICE CORRESPONDENCE

DATE: December 13, 2021
TO: City Council
FROM: Vicki Barnett, Mayor
SUBJECT: Recommendation for extension of terms

The Broadband Taskforce has been extended to March 31, 2022. Therefore, I would like to recommend the following extension of terms at the **December 13, 2021**, City Council meeting:

Broadband Task Force

	Length of Term:	Term ending:
Aaron Paluzzi	Extension	TBD
Mark Seals	Extension	TBD

Thank you for your consideration of these extensions.



OFFICE OF CITY CLERK

TO: Mayor and City Council Members
FROM: Pamela B. Smith, City Clerk
DATE: December 13, 2021
SUBJECT: Setting of Annual Goals Study Session Meeting

The date of Saturday, January 22, 2022 has been suggested for the City Council's annual goals study session meeting.

The meeting is proposed to begin at 9:00 a.m. and take place in the Community Room at City Hall. If this date and time is acceptable to Council, the following motion is in order to formally confirm the meeting date. Thank you.

RECOMMENDATION:

IT IS RESOLVED, that City Council hereby schedules the annual goals study session meeting for Saturday, January 22, 2022, beginning at 9:00 a.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "P. Smith", is written over the typed name.

Pamela B. Smith, City Clerk

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
December 13, 2021

SUBJECT: WATER TOWER LEASE AMENDMENT WITH VERIZON WIRELESS

ADMINISTRATIVE SUMMARY

- On October 1, 1992 the City signed a 10 year lease agreement with three(3) automatic five (3) year extensions with Detroit Cellular d/b/a Verizon Wireless to lease vertical space on the City owned lattice tower at the Division of Public Works(DPW) facility. In 2014 the lattice tower was removed and through an amendment to the lease recognizing New Par Delaware Partnership d/b/a Verizon equipment was installed on the new water tower. This move, referenced as Lease Amendment #2, included an extension of the lease agreement for four (4) additional five (5) year terms that automatically renew unless Verizon gives the City notice of intention to terminate six (6) months prior to the end of one of those Renewal Terms or any one (1) year holdover term. The current annual revenue for this lease is \$38,181.
- A request was made by Verizon to update equipment on the water tower, as well as recognize Cellco Partnership d/b/a Verizon Wireless in place of New Par Delaware Partnership.
- City staff and the City Attorney's Office have worked with the Verizon Wireless legal team to review the proposed equipment change as well as the lease amendment (referenced as Lease Amendment #3). Except as specifically modified by this Amendment, all terms and conditions of the original Lease dated October 1, 1992 and any amendments thereof remain in full force and effect.
- The County Water Resource Commissioner (WRC) office has reviewed the proposed equipment changes and have indicated they have no objections.
- According to its attorneys, Verizon has approved the lease amendment and will sign it if it is approved by the City Council.
- Attached is the Third Amendment to Lease Agreement including C that is presented for consideration.

RECOMMENDATION

In view of the above, it is recommended that City Council approve and authorize the City Manager and City Clerk to sign the Third Amendment to Lease Agreement with Cellco Partnership d/b/a Verizon Wireless for the Halsted Road DPW site and City water tower.

Prepared by: Kelly Monico, Director of Central Services
Reviewed by: Karen Mondora, Director of Public Services
Authorized by: Gary Mekjian, City Manager

THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment of Lease Agreement ("Amendment") is made as of the date it has been fully signed and is by and between the City of Farmington Hills, a municipal corporation whose address is 31555 W. Eleven Mile Road, Farmington Hills, Michigan 48336 ("Landlord") and Cellco Partnership, d/b/a Verizon Wireless (successor-in-interest to New Par), whose principal office address is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Tenant"). The Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. **RECITALS:**

- A. Landlord and Tenant, or its predecessor-in-interest, entered into a Lease Agreement dated October 1, 1992, First Amendment to Lease Agreement dated February 16, 2010, and Second Amendment to Lease Agreement dated March 29, 2016 (collectively, the "Agreement"), whereby Tenant utilizes space on the Water Tower located at 27245 Halsted Road, Farmington Hills, Michigan for certain wireless telecommunications equipment.
- B. Landlord and Tenant wish to amend the Agreement to allow for the replacement of certain antenna on the Water Tower.
- C. Landlord and Tenant wish to further amend the Agreement to modify the notice section thereof.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

- 1. **Tenant's Equipment.** Exhibit C of the Agreement is hereby amended to include the plans attached to this Amendment as Amended Exhibit C, which depict modifications to the tower equipment only.
- 2. **Notices.** Amended to read:

All notices, requests or other writings provided under this Lease and any amendments must be in writing and shall be deemed validly given on the date of (a) personal delivery or (b) receipt, if sent by certified mail, return receipt requested, or by overnight courier, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

TENANT: Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

LANDLORD: City of Farmington Hills
31555 W. Eleven Mile Road
Farmington Hills, MI 48336
Attn: City Manager

3. Continued Effect. Except as specifically modified by this Amendment, all terms and conditions of the original Lease dated October 1, 1992 and any amendments thereof remain in full force and effect. In the event of any inconsistencies between the original Lease or any amendments entered prior to this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Third Amendment to Lease Agreement to be executed by each party's duly authorized representative effective as of the date last written below.

LANDLORD:

ATTESTED:

CITY OF FARMINGTON HILLS

Pamela B. Smith, City Clerk

Gary Mekjian, City Manager
Date: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

On this _____, 2021, before me personally appeared Gary Mekjian, the City Manager of the City of Farmington Hills, who signed this Third Amendment to Lease Agreement for and on behalf of the City.

Subscribed and sworn to before me

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

[Signatures continue on next page]

TENANT:

CELLCO PARTNERSHIP, d/b/a
Verizon Wireless

By:
Its:
Date: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____, 2021, before me personally appeared _____, by
and on behalf of _____, the _____ of Cellco Partnership, who
signed this Third Amendment to Lease Agreement for and on behalf of the Tenant.

Subscribed and sworn to before me

Notary Public
Acting in _____ County, _____
My Commission Expires: _____

AMENDED EXHIBIT C

Amended Exhibit C consists of the following documents, reduced size versions of which are attached hereto:

Halsted Replacement drawings for Site #8022 prepared by Midwestern Consulting dated 11/02/21 (4 pages: T1, T2, C1, C2)

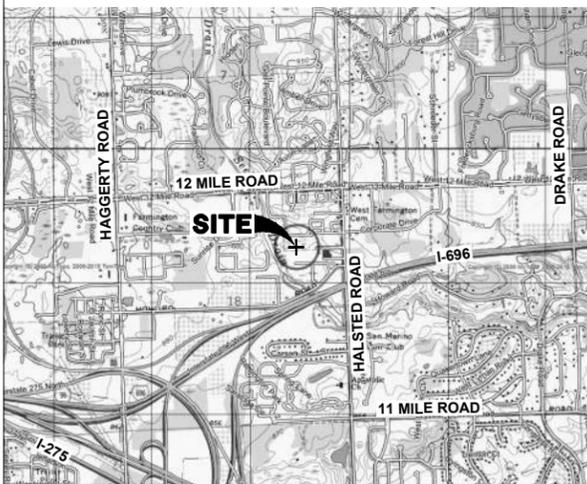
Structural Sheets prepared by Dixon Engineering dated 10/08/21 for Project No. MI2021CMK-3554 and consisting of Sheets S1, S2, and VZW RF Signage



SITE #8022 - "HALSTED REPLACEMENT"

27239 HALSTED ROAD
FARMINGTON HILLS, MICHIGAN 48331

CITY OF FARMINGTON HILLS SITE



VICINITY MAP

DIRECTIONS FROM VERIZON WIRELESS REGIONAL OFFICE IN SOUTHFIELD:
Start out going Northwest on Northwestern Highway toward Lee Baker Drive. Merge onto MI-10 North / Northwestern Highway North via the ramp on the left. Merge onto I-696 West / Walter P Reuther Freeway via exit 18C on the left toward Lansing. Take the Orchard Lake Road exit, exit 5. Turn right onto Orchard Lake Road. Take the 1st left onto West 12 Mile Road. Make a U-turn onto West 12 Mile Road. Turn right onto Halsted Road. End at 27239 Halsted Road, Farmington Hills, Michigan 48331.

DRIVING DIRECTIONS

THE PROJECT CONSISTS OF THE INSTALLATION OF SIX ANTENNAS, THREE RAYCAPS, THREE REMOTE RADIO HEADS AND ASSOCIATED LOW VOLTAGE WIRING FOR VERIZON WIRELESS TELECOMMUNICATIONS NETWORK. THE ANTENNAS ARE TO BE MOUNTED ON AN EXISTING WATER TANK AT THIS SITE.

PROJECT DESCRIPTION

APPLICANT/LESSEE
CELLCO PARTNERSHIP
dbi VERIZON WIRELESS
24242 NORTHWESTERN HIGHWAY
SOUTHFIELD, MICHIGAN 48075
IMPLEMENTATION ENGINEER: JOHN McCORMICK
PHONE: (248) 915-3550

SITE ACQUISITION CONSULTANT
COMPANY: RJP CONSULTING, INC.
ADDRESS: 3300 BURNING BUSH ROAD
CITY/STATE/ZIP: BLOOMFIELD HILLS, MICHIGAN 48301
WIRELESS SITE COORDINATOR: BOB PRZYBYLO
PHONE: (248) 613-4399

PROPERTY INFORMATION
TAX PARCEL: #22-23-18-200-023
OWNER: CITY OF FARMINGTON HILLS
ADDRESS: 27245 HALSTED ROAD
FARMINGTON HILLS, MICHIGAN 48331
CONTACT: N/A
PHONE: N/A
AREA OF CONSTRUCTION: 0 SF
PRESENT OCCUPANCY TYPE: TELECOMMUNICATIONS FACILITY
PROPOSED OCCUPANCY TYPE: TELECOMMUNICATIONS FACILITY
CURRENT ZONING: IRO (INDUSTRIAL RESEARCH OFFICE DISTRICT)
ZONING APPLICATION #: N/A
HANDICAP REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

PROJECT SUMMARY

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.

- INTERNATIONAL BUILDING CODE - MICHIGAN ADDITION - (IBC)
- MICHIGAN BUILDING CODE (MBC)
- UNIFORM MECHANICAL CODE
- ANSI/EIA-222-F LIFE SAFETY CODE NFPA-101
- UNIFORM PLUMBING CODE
- NATIONAL ELECTRIC CODE
- LOCAL BUILDING CODE
- CITY/COUNTY ORDINANCES

CODE COMPLIANCE

SURVEYOR:
NAME: MIDWESTERN CONSULTING, L.L.C.
ADDRESS: 3815 PLAZA DRIVE
CITY, STATE, ZIP: ANN ARBOR, MICHIGAN 48108
CONTACT: PATRICK L. HASTINGS, P.S.
PHONE: (734) 995-0200 FAX: (734) 995-0599

CIVIL ENGINEER:
NAME: MIDWESTERN CONSULTING, L.L.C.
ADDRESS: 3815 PLAZA DRIVE
CITY, STATE, ZIP: ANN ARBOR, MICHIGAN 48108
CONTACT: SCOTT G. FISHER, P.E.
PHONE: (734) 995-0200 FAX: (734) 995-0599

STRUCTURAL ENGINEER:
NAME: DIXON ENGINEERING
ADDRESS: 1104 THIRD AVENUE
CITY, STATE, ZIP: LAKE ODESSA, MICHIGAN 48849
CONTACT: CHRISTOPHER KREINER
PHONE: (616) 374-3221

ELECTRICAL ENGINEER:
NAME: VERIZON WIRELESS
ADDRESS: 24242 NORTHWESTERN HIGHWAY
CITY, STATE, ZIP: SOUTHFIELD, MICHIGAN 48075
CONTACT: LENARD DIEFENBACH
PHONE: (248) 915-3549

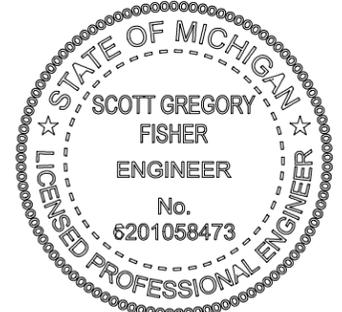
UTILITY CONSULTANT:
NAME: VERIZON WIRELESS
ADDRESS: 24242 NORTHWESTERN HIGHWAY
CITY, STATE, ZIP: SOUTHFIELD, MICHIGAN 48075
CONTACT: WILLIAM BUCK
PHONE: (248) 915-3597

PROJECT TEAM

SHEET	DESCRIPTION	REV. DATE
T1	TITLE SHEET	-
T2	GENERAL NOTES AND MATERIAL LIST	-
C1	SITE PLAN	-
C2	TANK ELEVATION & ANTENNA WORK SCHEDULE	-
SHEET INDEX		ISSUED FOR: PERMIT DATE: 11/02/21

DO NOT SCALE DRAWINGS
DRAWING SCALES SHOWN ARE INTENDED FOR 24"x36" DRAWINGS ONLY. ANY OTHER SIZE DRAWING WILL NOT SHOW A CORRECT SCALE.
CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE CIVIL ENGINEERS IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

GENERAL CONTRACTOR NOTES



Scott Fisher

JOB No. 00289-8022	DATE: 11/02/21	T1
REVISIONS:	SHEET 1 OF 4	
	CADD: SGF	
	ENG: SGF	
	PM: SGF	
	TECH: LSA	
	LSA/00289_8022T1	
	FB:	



RELEASED FOR:	DATE

SCOTT G. FISHER
P.E. #58473

GENERAL NOTES:

- All site work construction shall be in accordance with the current standards and specifications of the City of Farmington Hills, where applicable.
- There are no signs proposed for this project.
- The cellular antenna and equipment shelter will be approved by the Federal Communications Commission (FCC) and will not impact any frequency sensitive devices whatsoever. Buyer warrants no adverse radio interference with adjacent land uses.
- Maintenance personnel using van type service vehicles enter and exit the site approximately 2 to 4 times per month. No loading or unloading area is needed by them.
- All areas disturbed by the removal and installation of the antenna(s) and other equipment shall be restored in kind.

CONDITIONS OF APPROVAL

- Verification of satisfactory installation of the antenna apparatus.
- Satisfactory site clean up/restoration following site construction.
- Satisfactory amendment to the existing lease agreement.

GENERAL NOTES / CONDITIONS OF APPROVAL

2

GENERAL CONSTRUCTION NOTES:

- THE FACILITY IS AN UNOCCUPIED DIGITAL TELECOMMUNICATION FACILITY.
- PLANS ARE NOT TO BE SCALED AND ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY, UNLESS NOTED OTHERWISE. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
- PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS SHALL VISIT THE JOB SITE AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE IMPLEMENTATION ENGINEER AND ARCHITECT/ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
- THE CONTRACTOR SHALL RECEIVE, IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
- CONTRACTOR SHALL CONTACT MISS-DIG BEFORE PROCEEDING WITH ANY EXCAVATION, SITE WORK OR CONSTRUCTION.
- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY INDICATED OTHERWISE OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
- ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
- THE GENERAL CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK, USING THE BEST SKILLS AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT INCLUDING CONTACT AND COORDINATION WITH THE IMPLEMENTATION ENGINEER AND WITH THE LANDLORD'S AUTHORIZED REPRESENTATIVE.
- SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH U.L. LISTED AND FIRE CODE APPROVED MATERIALS.
- PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA DURING CONSTRUCTION.
- DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
- THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBS, VEGETATION, GALVANIZED SURFACES, ETC., AND UPON COMPLETION OF WORK REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF LESSEE.
- KEEP GENERAL AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST OR SMUDGES OF ANY NATURE.
- REPRESENTATIONS OF TRUE NORTH, OTHER THAN THOSE FOUND ON THE PLOT OF SURVEY DRAWING (SHEET C1), SHALL NOT BE USED TO IDENTIFY OR ESTABLISH THE BEARING OF TRUE NORTH AT THE SITE. THE CONTRACTOR SHALL RELY SOLELY ON THE PLOT OF SURVEY DRAWING AND ANY SURVEYOR'S MARKINGS AT THE SITE FOR THE ESTABLISHMENT OF TRUE NORTH, AND SHALL NOTIFY THE ARCHITECT/ENGINEER PRIOR TO PROCEEDING WITH THE WORK IF ANY DISCREPANCY IS FOUND BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND THE TRUE NORTH ORIENTATION AS DEPICTED ON THE CIVIL SURVEY. THE CONTRACTOR SHALL ASSUME SOLE LIABILITY FOR ANY FAILURE TO NOTIFY THE ARCHITECT/ENGINEER.
- PENETRATIONS OF ROOF MEMBRANES SHALL BE PATCHED/FLASHED AND MADE WATERTIGHT USING LIKE MATERIALS IN ACCORDANCE WITH NRCA ROOFING STANDARDS AND DETAILS. CONTRACTOR SHALL OBTAIN DETAILING CLARIFICATION FOR SITE-SPECIFIC CONDITIONS FROM ARCHITECT/ENGINEER, IF NECESSARY, BEFORE PROCEEDING.

STANDARD STRUCTURAL STEEL NOTES:

- ALL METAL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATION GALVANIZED ASTM A36 UNLESS NOTED OTHERWISE.
- STRUCTURAL TUBING MEMBERS SHALL CONFORM TO ASTM A500, GRADE B OR A501.
- ALL WELDING SHALL BE DONE USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC AND AWS D1.1. WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC "MANUAL OF STEEL CONSTRUCTION", 9TH EDITION.
- BOLTED CONNECTIONS SHALL USE BEARING TYPE GALVANIZED ASTM A325 BOLTS (3/4" DIA.) AND SHALL HAVE A MINIMUM OF TWO BOLTS U.N.O.
- NON-STRUCTURAL CONNECTIONS FOR HANDRAIL, LADDERS AND STEEL GRATING MAY USE 5/8" DIA. GALVANIZED ASTM A307 BOLTS U.N.O.

GENERAL STRUCTURAL NOTES:

- WHERE A CONSTRUCTION DETAIL IS NOT SHOWN OR NOTED, THE DETAIL SHALL BE THE SAME AS FOR OTHER SIMILAR WORK.
- NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES.
- NO PIPES, DUCTS, SLEEVES, CHASES, ETC., SHALL BE PLACED IN SLABS, BEAMS, OR WALLS UNLESS SPECIFICALLY SHOWN OR NOTED, NOR SHALL ANY STRUCTURAL MEMBER BE CUT FOR PIPES, DUCTS, ETC., UNLESS OTHERWISE NOTED. CONTRACTOR SHALL OBTAIN PRIOR APPROVAL FOR INSTALLATION OF ANY ADDITIONAL PIPES, DUCTS, ETC.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD LESSEE AND THE ARCHITECT/ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF LESSEE OR THE ARCHITECT/ENGINEER.
- THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, WORKERS AND PEDESTRIANS DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO BRACING, SHORING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT, TEMPORARY STRUCTURES, AND PARTIALLY COMPLETED WORK, ETC. OBSERVATION VISITS TO THE SITE BY THE ARCHITECT/ENGINEER SHALL NOT INCLUDE INSPECTION OF SUCH ITEMS.
- ASTM SPECIFICATIONS NOTED ON THE DRAWINGS SHALL BE OF THE LATEST REVISION. CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FRAMED FLOOR OR ROOF. LOAD SHALL NOT EXCEED THE DESIGN LIVE LOAD PER SQUARE FOOT. PROVIDE ADEQUATE SHORING/BRACING WHERE STRUCTURE HAS NOT ATTAINED DESIGN STRENGTH.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER SHOWN HEREON OR NOT AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSE OF REPAIR OR REPLACEMENT IN CONJUNCTION WITH THE PROSECUTION OF THIS WORK.
- DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALES SHOWN ON DRAWINGS.
- THESE NOTES SHALL BE CONSIDERED A PART OF THE WRITTEN SPECIFICATIONS.

LEASE AGREEMENT NOTES:

- PRIOR TO A STATION BEING PLACED IN SERVICE, IT MUST BE EQUIPPED WITH THE FOLLOWING PROTECTIVE DEVICES:
 - PROPER ISOLATION, FILTER AND INTERFERENCE PROTECTION EQUIPMENT.
 - A FREQUENCY COMPATIBILITY STUDY SHOULD BE PERFORMED BY TENANT TO ENSURE THAT NO INTERFERENCE WILL OCCUR TO EXISTING EQUIPMENT OR TO THE SURROUNDINGS AREA. COMPLIANCE WITH ALL REGULATIONS AND SPECIFICATIONS AS WELL AS INTERFERENCE RESOLUTION IS THE RESPONSIBILITY OF EACH TENANT.
- ALL EQUIPMENT ANTENNAS, CABLES, CABINETS, ETC. SHALL HAVE WEATHERPROOF ID TAGS AND A COPY OF A VALID FCC LICENSE, CALL SIGN OR EQUIVALENT AFFIXED TO IT IN FULL VIEW. ALL ID TAGS SHALL BE LEGIBLE AND SHALL SHOW THE LESSEE'S NAME, ADDRESS, TELEPHONE NUMBER, AND CALL SIGN (OR EQUIVALENT). IN ADDITION, THE AUTHORIZED MAINTENANCE PERSON OR ORGANIZATION SHALL BE SHOWN ALONG WITH CURRENT CONTACT INFORMATION TO INCLUDE ADDRESS AND TELEPHONE NUMBER.
- VAPOR LOCK OR EQUIVALENT WILL BE USED ON ALL CONNECTORS AND CONNECTIONS THAT ARE EXPOSED TO WEATHER ELEMENTS. ELECTRICAL TAPE WILL NOT BE UTILIZED OUTSIDE THE CONFINES OF THE INTERNAL BUILDING STRUCTURE FOR WEATHERPROOFING CONNECTIONS.

MISCELLANEOUS NOTES

1

JOB No.	00289-8022	DATE: 11/02/21
REVISION:		SHEET 2 OF 4
		CADD: SGF
		ENG: SGF
		PM: SGF
		TECH: SGF
		LSB\00289_802272.dwg

T2

verizon
 SITE #8022 – "HALSTED REPLACEMENT"
 CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN
 GENERAL NOTES AND MATERIAL LIST

APPLICANT/LESSEE:
 CELCO PARTNERSHIP
 dba VERIZON WIRELESS
 24242 NORTHWESTERN HIGHWAY
 SOUTHFIELD, MICHIGAN 48075
 PHONE: (248) 915-3000

M I D W E S T E R N
C O N S U L T I N G
 385 Plaza Drive Ann Arbor, Michigan 48108
 (734) 995-0200 • www.midwesternconsulting.com
 Land Development • Land Survey • Institutional • Municipal
 Wireless Communications • Transportation • Landfill Services

R:\0289\0221\ACD\06 L-sub\00289_80222.dwg, 11/2/2021 10:01 AM, Scott G. Fisher, R:_L\0289\Regulator_Media.pc3 Copyright © 2017 Midwestern Consulting LLC. All rights reserved. No part of this drawing may be used or reproduced in any form or by any means, or stored in a database or retrieval system, without prior permission of Midwestern Consulting LLC.

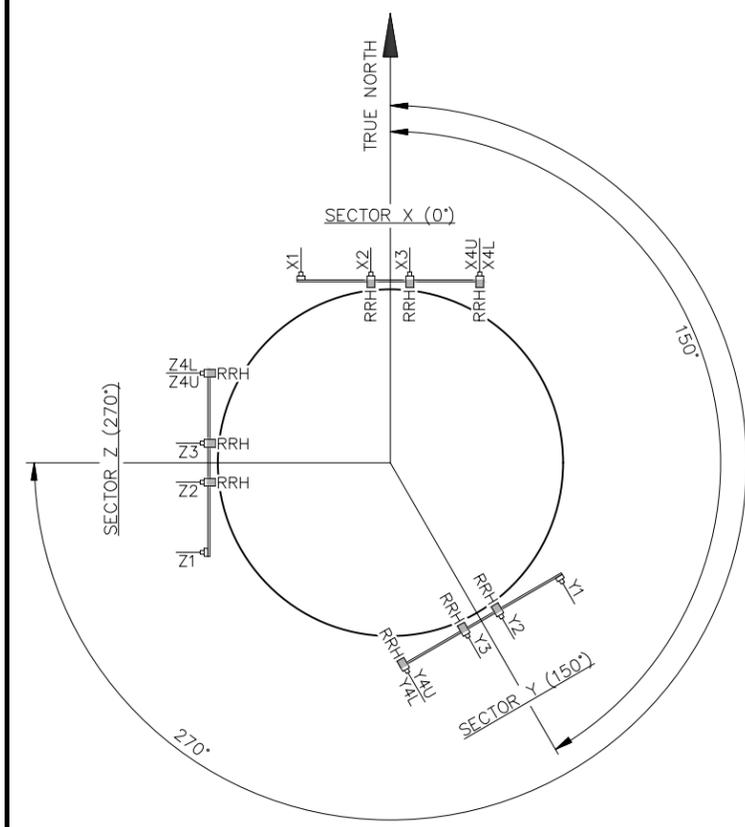
ANTENNA SECTOR	POSITION	EXISTING ANTENNA AND RRH QUANTITY/MAKE/MODEL	REMOVAL TASK	PROPOSED ANTENNA AND RRH QUANTITY/MAKE/MODEL	FINAL ANTENNA AND RRH QUANTITY/MAKE/MODEL	AZIMUTH	DIPLEXER QUANTITY	MECH. DOWNTILT
SECTOR X	1	1 ANDREW SBNHH-1D65C	KEEP IN PLACE	-	1 ANDREW SBNHH-1D65C	0°	0	0°
	2a	1 ANDREW JAHH-65C-R3B-V2	KEEP IN PLACE	-	1 ANDREW JAHH-65C-R3B-V2		0	0°
	2b	1 ERICSSON RRH 8843	KEEP IN PLACE	-	1 ERICSSON RRH 8843		0	0°
	3a	1 ANDREW JAHH-65C-R3B-V2	KEEP IN PLACE	-	1 ANDREW JAHH-65C-R3B-V2		0	0°
	3b	1 ERICSSON RRH 4449	KEEP IN PLACE	-	1 ERICSSON RRH 4449		1	0°
4(UPPER)	-	-	-	1 ERICSSON KRE105281/1	0	0°		
4(LOWER)	-	-	-	1 COMMSCOPE S4-90M-R1B	0	0°		
4b	-	-	-	1 ERICSSON RRH 8863	0	-		
SECTOR Y	1	1 ANDREW SBNHH-1D65C	KEEP IN PLACE	-	1 ANDREW SBNHH-1D65C	150°	0	0°
	2a	1 ANDREW JAHH-65C-R3B-V2	KEEP IN PLACE	-	1 ANDREW JAHH-65C-R3B-V2		0	0°
	2b	1 ERICSSON RRH 8843	KEEP IN PLACE	-	1 ERICSSON RRH 8843		0	0°
	3a	1 ANDREW JAHH-65C-R3B-V2	KEEP IN PLACE	-	1 ANDREW JAHH-65C-R3B-V2		0	0°
	3b	1 ERICSSON RRH 4449	KEEP IN PLACE	-	1 ERICSSON RRH 4449		1	0°
4(UPPER)	-	-	-	1 ERICSSON KRE105281/1	0	0°		
4(LOWER)	-	-	-	1 COMMSCOPE S4-90M-R1B	0	0°		
4b	-	-	-	1 ERICSSON RRH 8863	0	-		
SECTOR Z	1	1 ANDREW SBNHH-1D65C	KEEP IN PLACE	-	1 ANDREW SBNHH-1D65C	270°	0	0°
	2a	1 ANDREW JAHH-65C-R3B-V2	KEEP IN PLACE	-	1 ANDREW JAHH-65C-R3B-V2		0	0°
	2b	1 ERICSSON RRH 8843	KEEP IN PLACE	-	1 ERICSSON RRH 8843		0	0°
	3a	1 ANDREW JAHH-65C-R3B-V2	KEEP IN PLACE	-	1 ANDREW JAHH-65C-R3B-V2		0	0°
	3b	1 ERICSSON RRH 4449	KEEP IN PLACE	-	1 ERICSSON RRH 4449		1	0°
4(UPPER)	-	-	-	1 ERICSSON KRE105281/1	0	0°		
4(LOWER)	-	-	-	1 COMMSCOPE S4-90M-R1B	0	0°		
4b	-	-	-	1 ERICSSON RRH 8863	0	-		
TOWER MOUNTED	N/A	2 RAYCAP RVZDC-3315-PF-48 AND 2 x 210' 1-5/8" TO 2" DIA. HYBRID CABLE	REMOVE 2 RAYCAPS AND 1 HYBRID CABLE	1 RAYCAP RVZDC-6627-PF-48	1 RAYCAP RVZDC-6627-PF-48 AND 1 x 210' 1-5/8" TO 2" DIA. HYBRID CABLE	-	-	-
TOWER MOUNTED	N/A	2 RAYCAP RVZDC-1064-PF-48 AND 2 x 50' 1-5/8" TO 2" DIA. HYBRID CABLE	REMOVE 2 RAYCAPS AND 2 HYBRID CABLES	1 RAYCAP RVZDC-6627-PF-48 AND 1 x 260' 1-5/8" TO 2" DIA. HYBRID CABLE	1 RAYCAP RVZDC-6627-PF-48 AND 1 x 260' 1-5/8" TO 2" DIA. HYBRID CABLE	-	-	-
TOWER MOUNTED	N/A	2 RAYCAP RVZDC-1064-PF-48 AND 2 x 70' 1-5/8" TO 2" DIA. HYBRID CABLE	REMOVE 2 RAYCAPS AND 2 HYBRID CABLES	1 RAYCAP RVZDC-6627-PF-48 AND 1 x 280' 1-5/8" TO 2" DIA. HYBRID CABLE	1 RAYCAP RVZDC-6627-PF-48 AND 1 x 280' 1-5/8" TO 2" DIA. HYBRID CABLE	-	-	-

NOTES:
 - RRH STANDS FOR REMOTE RADIO HEAD
 - CONTRACTOR TO FIELD VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATION, OR INSTALLATION OF CABLES.
 - HYBRID CABLE LENGTH SHOWN EQUALS MOUNTING HT + CABLE/ICE BRIDGE LENGTH + 5 FEET ROUNDED UP TO NEAREST 10 FOOT INCREMENT
 - ONE (1) QUAD DIPLEXER TO BE PLACED IN EACH SECTOR BETWEEN POSITIONS 2-3 AND SHALL BE MODEL COMMSCOPE CBC78T-DS-43-2X
 - EX. DIPLEXER(S) TO BE USED IF AVAILABLE DUE TO PREVIOUS MODIFICATIONS
 - VERIFY/CHANGE EXISTING ANTENNA AZIMUTHS AND DOWNTILTS TO MATCH THOSE SHOWN ON THIS SHEET
 - TWO (2) Y-CABLES TO BE PLACED IN EACH SECTOR

ANTENNA, REMOTE RADIO HEAD & CABLE SCHEDULE

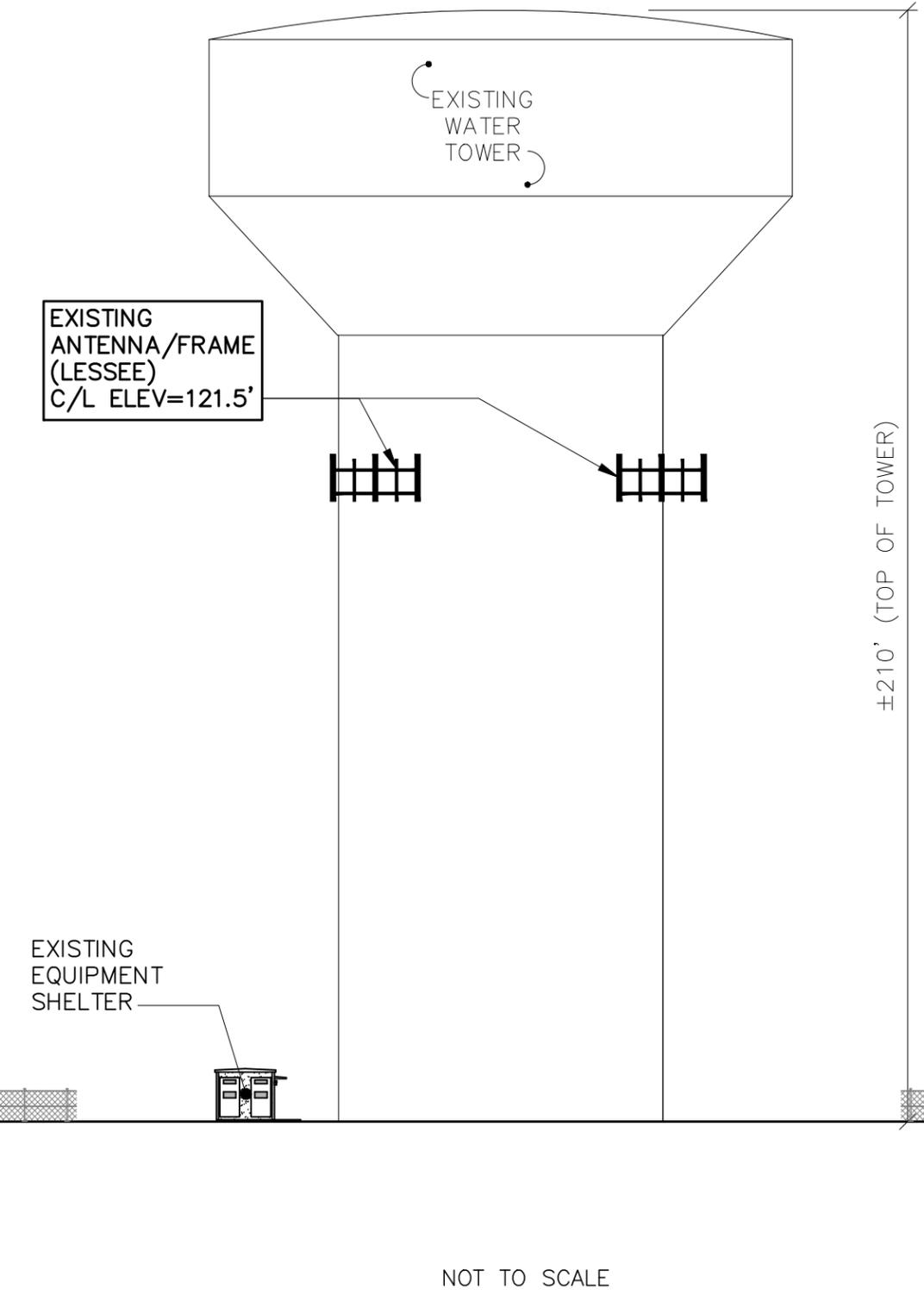
2

FOR ANTENNA MOUNTING REFER TO PLANS PREPARED BY DIXON ENGINEERING INC. PROJECT NO. MI2021CMK-3554



4 PROPOSED ANTENNA ORIENTATION

3



EXISTING TANK ELEVATION

1

ANTENNA MOUNTING DETAIL

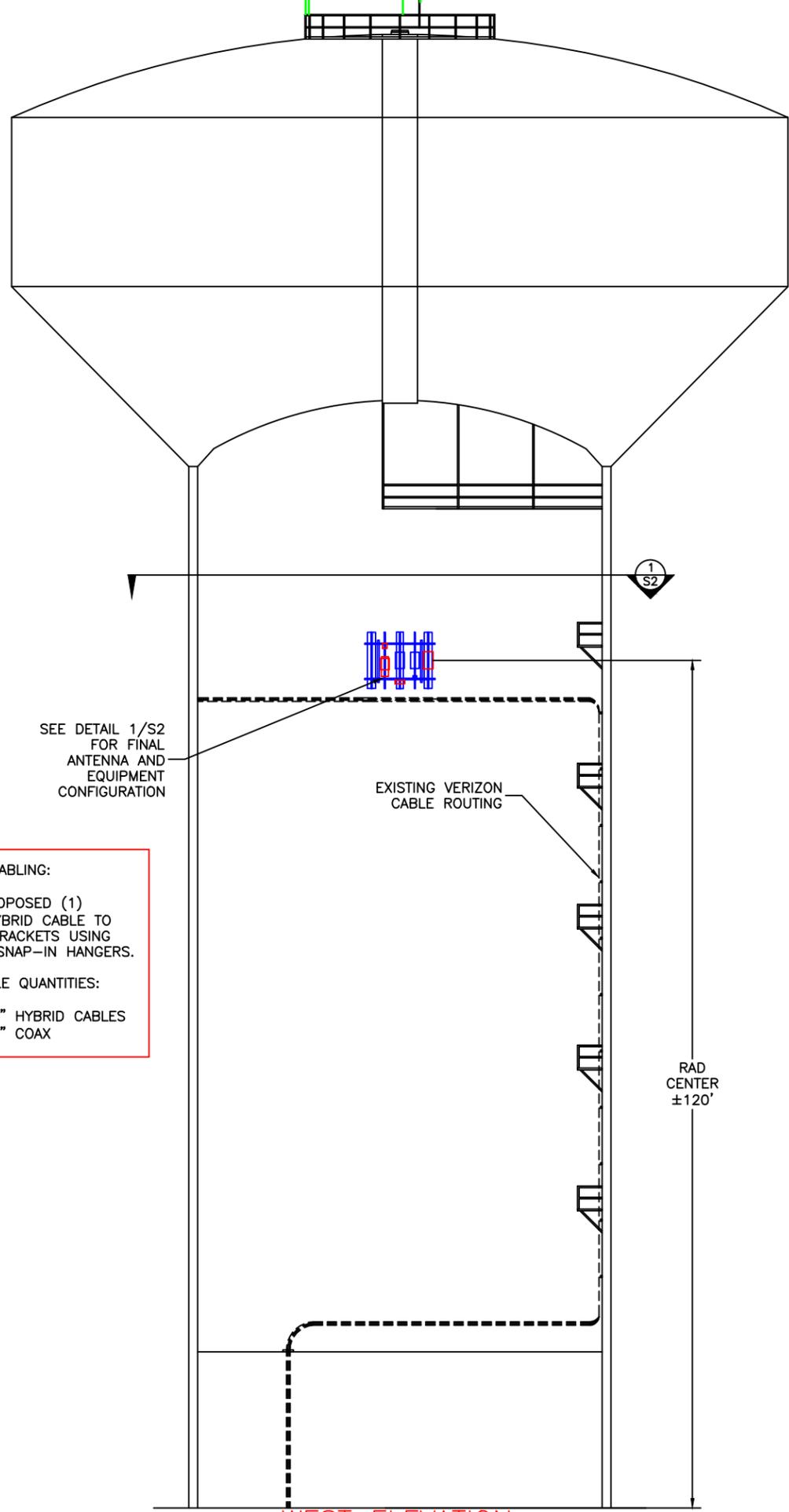
00289-8022 DATE: 11/02/21 SHEET 4 OF 4
 CADS: SGF ENG: SGF PM: SGF TECH: SGF LSK: 00289_80222.dwg

verizon
 SITE #8022 - "HALSTED REPLACEMENT"
 CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN
 TANK ELEV. & ANTENNA WORK SCHEDULE

C2

APPLICANT/LESSEE:
 CELCO PARTNERSHIP
 dba VERIZON WIRELESS
 24242 NORTHWESTERN HIGHWAY
 SOUTHFIELD, MICHIGAN 48075
 PHONE: (248) 915-3000

MIDWESTERN CONSULTING
 385 Plaza Drive Ann Arbor, Michigan 48108
 (734) 995-0200 • www.midwestconsulting.com
 Land Development • Land Survey • Institutional • Municipal
 Wireless Communications • Transportation • Landfill Services



VERIZON CABLING:
 MOUNT PROPOSED (1)
 1-5/8" HYBRID CABLE TO
 EXISTING BRACKETS USING
 ANDREWS SNAP-IN HANGERS.
FINAL CABLE QUANTITIES:
 (3) 1-5/8" HYBRID CABLES
 (6) 1-5/8" COAX

SEE DETAIL 1/S2
 FOR FINAL
 ANTENNA AND
 EQUIPMENT
 CONFIGURATION

EXISTING VERIZON
 CABLE ROUTING

RAD
 CENTER
 ±120'

WEST ELEVATION
 SCALE: 11x17 : 3/64"=1'
 22x34 : 3/32"=1'

26935 NORTHWESTERN HWY.
 SUITE 100
 SOUTHFIELD, MI 48034-8449
 OFFICE: 248-915-3000
 FAX: 248-915-3598

1104 Third Avenue
 Lake Odessa, MI 48849
 Fax (616) 374-7116
 Telephone (616) 374-3221
 www.dixonengineering.net

FARMINGTON W.T.
 27245 HALSTEAD RD
 FARMINGTON HILLS, MI

NO.	REVISION/DESCRIPTION	DATE
#1.	SUBMITTED FOR REVIEW/BIDDING	08/31/21
#2.	V12 ADDED TO DESIGN - SUBMITTED FOR REVIEW/BIDDING	10/08/21

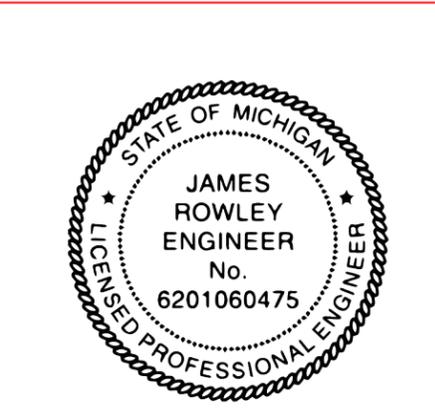
CARRIER SITE NO.
 8022

DIXON PROJECT NO.
 MI2021CMK-3554

DRAWN BY
 FJS

CHECKED BY
 CMK

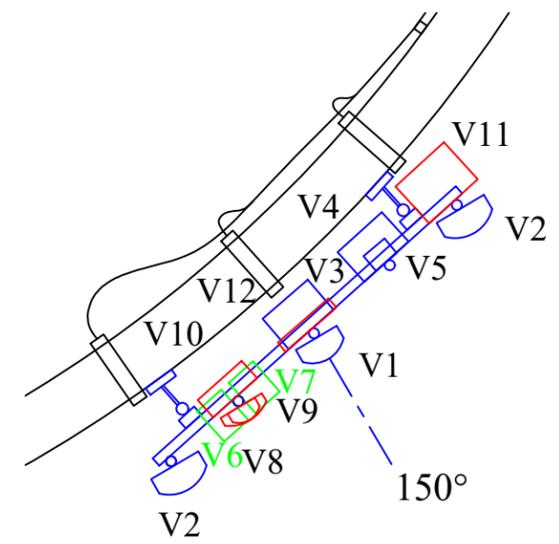
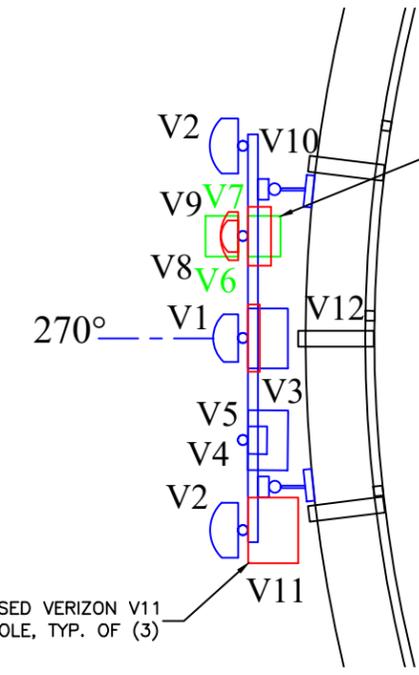
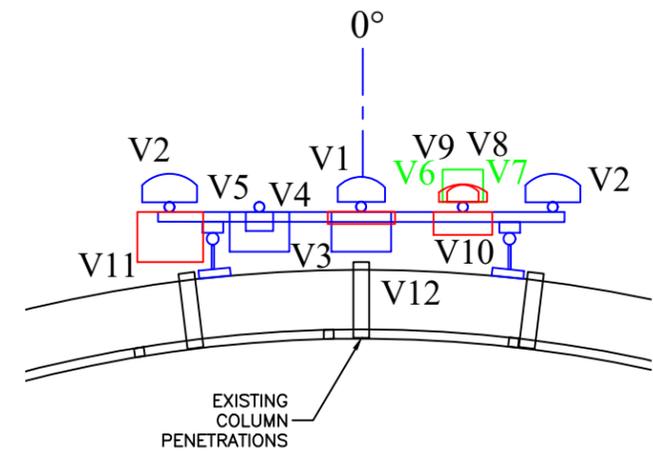
SHEET TITLE
 STRUCTURAL DRAWINGS



STRUCTURAL SHEETS S1-S2

S1

NOTE:
 1. IF ANGLE ADAPTER CLAMPS ARE USED, A 1/8" NEOPRENE GASKET MUST BE PLACED BETWEEN THE TANK AND THE CLAMP TO PROTECT THE COATING SYSTEM.
 2. ATTACH PROPOSED EQUIPMENT TO EXISTING POLES PER MFR'S. RECOMMENDATION.



1 VERIZON SECTOR
 S2 SCALE: 11x17 : 1/4"=1'
 22x34 : 1/2"=1'



26935 NORTHWESTERN HWY.
 SUITE 100
 SOUTHFIELD, MI 48034-8449
 OFFICE: 248-915-3000
 FAX: 248-915-3598



FARMINGTON W.T.
 27245 HALSTEAD RD
 FARMINGTON HILLS, MI

NO.	REVISION/DESCRIPTION	DATE
#1.	SUBMITTED FOR REVIEW/BIDDING	08/31/21
#2.	V12 ADDED TO DESIGN - SUBMITTED FOR REVIEW/BIDDING	10/08/21

CARRIER SITE NO.
8022

DIXON PROJECT NO.
MI2021CMK-3554

DRAWN BY
FJS

CHECKED BY
CMK

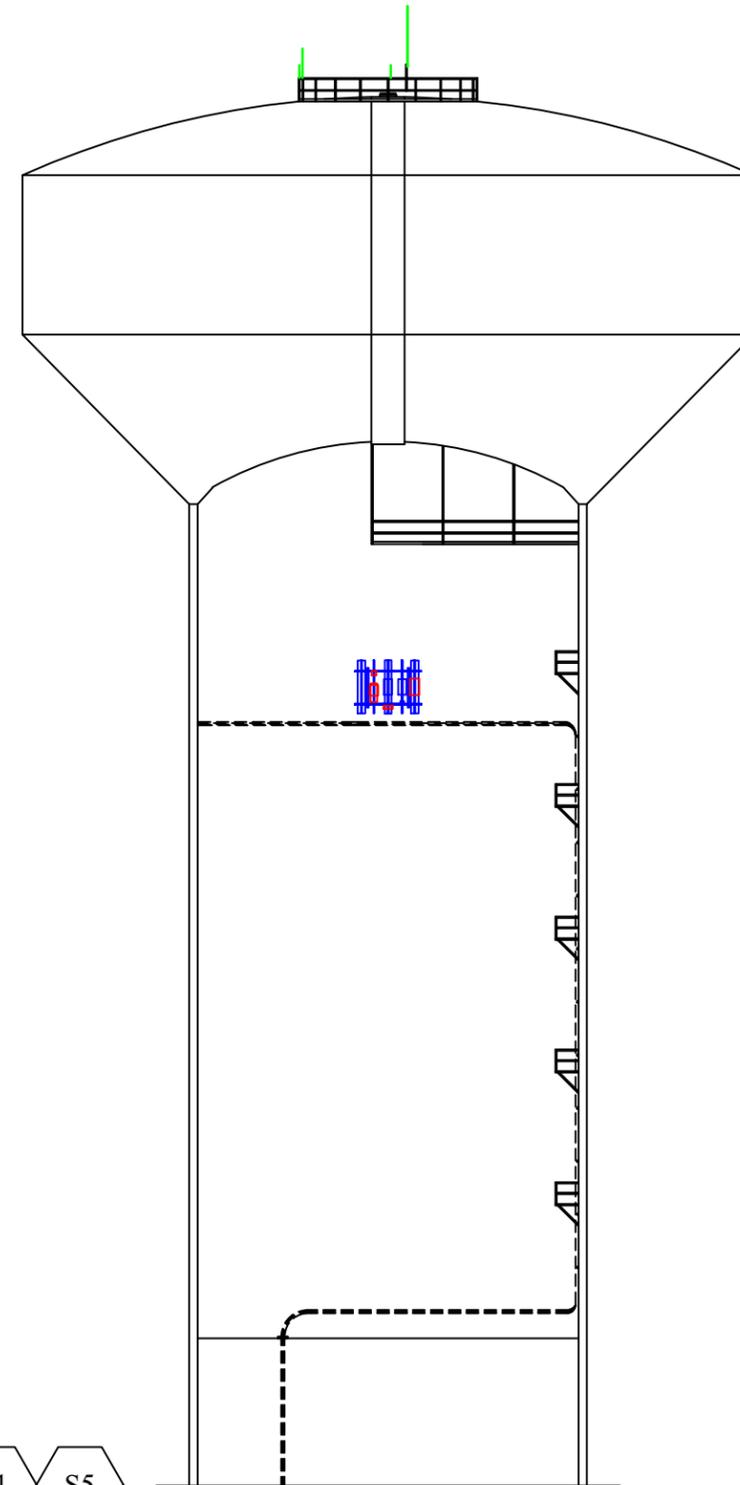
SHEET TITLE
STRUCTURAL DRAWINGS

S2

Mount	Quantity	Status	Location	Carrier	Description	Manufacture	Model
V1	3	Existing	Column	Verizon	Panel	Andrew	SBNHH-1D65C
V2	6	Existing	Column	Verizon	Panel	Commscope	JAHH-65C-R3B-V2
V3	3	Existing	Column	Verizon	RRH	Ericsson	RRUS 8843
V4	3	Existing	Column	Verizon	RRH	Ericsson	RRUS 4449
V5	3	Existing	Column	Verizon	Diplexer	Commscope	CBC78T-DS-43-2X
V6	3	Remove	Column	Verizon	DC	Raycap	RXXDC-3315-PF-48
V7	3	Remove	Column	Verizon	DC	Raycap	RXXDC-1064-PF-48
V8	3	Proposed	Column	Verizon	Panel	Commscope	S4-90M-R1B
V9	3	Proposed	Column	Verizon	Panel	Ericsson	4408 w/ KRE 105 281/1
V10	3	Proposed	Column	Verizon	RRH	Ericsson	8863
V11	3	Proposed	Column	Verizon	DC	Raycap	RVZDC-6627-PF-48
V12	3	Proposed	Column	Verizon	Filter	Commscope	IMF8-C-2STP

REQUIRED RF SIGNAGE

	 GUIDELINES	 NOTICE	 CAUTION	 WARNING	 NOC INFORMATION
TAG	S1	S2	S3	S4	S5
ACCESS POINTS	1	-	-	-	1
ALPHA	-	-	-	-	-
BETA	-	-	-	-	-
GAMMA	-	-	-	-	-



26935 NORTHWESTERN HWY.
SUITE 100
SOUTHFIELD, MI 48034-8449
OFFICE: 248-915-3000
FAX: 248-915-3598



FARMINGTON W.T.
27245 HALSTEAD RD
FARMINGTON HILLS, MI

NO.	REVISION/DESCRIPTION	DATE
#1.	SUBMITTED FOR REVIEW/BIDDING	08/31/21
#2.	V12 ADDED TO DESIGN - SUBMITTED FOR REVIEW/BIDDING	10/08/21

CARRIER SITE NO.
8022

DIXON PROJECT NO.
MI2021CMK-3554

DRAWN BY
FJS

CHECKED BY
CMK

SHEET TITLE
STRUCTURAL DRAWINGS

SIGNAGE

REPORT FROM THE CITY MANAGER TO CITY COUNCIL – December 13, 2021

SUBJECT: Approval of Construction Contract with Michigan Department of Transportation (MDOT) for the 14 Mile Road Pavement Reconstruction Project from Farmington Road to Orchard Lake Road.

Administrative Summary

- In February 2018, the City of Farmington Hills was awarded National Highway Performance Funding (NHPP) through the Federal Highway Administration (FHWA) for the rehabilitation of 14 Mile Road from Farmington Road to Orchard Lake Road in the amount of \$1,168,639. These funds are available in 2022.
- Additional Surface Transportation Funding (STP) was also awarded from FHWA to supplement the cost of the Project in the amount of \$319,510. These funds are not available until 2023 and as such will be reimbursed to the City through the advance construction process when they become available.
- Grant funding is available in the amount of \$1,488,149 with the City responsible for all of the non-participating costs and costs that exceed the overall grant limits.
- The design was recently completed, and bids were received through the MDOT bid letting process on December 3, 2021.
- The project will be constructed during the summer of 2022.
- To move forward with this grant subsidized project, MDOT requires that a formal agreement be approved by City Council. This is consistent with previous federal projects.

RECOMMENDATION

IT IS RESOLVED, that the City Council of the City of Farmington Hills authorize the City Manager and City Clerk to enter into Contract #21-5428 on behalf of the City with the Michigan Department of Transportation for the reconstruction and resurfacing of 14 Mile Road from Farmington Road to Orchard Lake Road.

Support Documentation

In February 2018, the City was awarded Federal funding for the repair and resurfacing of this roadway. The grant funding for the project is included in the MDOT 2021 and 2022 budget and is being provided through the Federal Highway Administration *National Highway Performance Funding Program (NHPP) and Surface Transportation Program (STP)*, respectively. This grant covers \$1,488,149 of the construction costs. The construction engineering, estimated at 15% of the construction cost, is the responsibility of the City.

Bids were opened through the MDOT bid letting process on December 3, 2021. We anticipate that the State will award the contract in early 2022, with construction starting early Spring and completed by September 2022.

The following illustrates the proposed MDOT funding agreement of this 2022 NHPP/STP Project:

ITEM	TOTAL ESTIMATED COST	FEDERAL FUNDS NHPP/STP	CITY SHARE
TOTAL	4,153,400	\$1,488,149	\$2,665,251

The City's share of the construction costs covered under this contract will be paid for using ACT 51 road funds or road millage funds. The City costs are currently identified in the existing 2021-2022 budget and the proposed 2022-2023 budget.

As noted above, the STP portion of the Federal funding is not available until 2023 and as such will be reimbursed to the City at that time. The City is required to cover this cost until these funds are available and must provide 75% of the advanced construction funds in the amount of \$309,101 to MDOT as part of this agreement. This advance payment is required to demonstrate the City has the necessary funding in place and will be used toward contractor payments as the project progresses.

Please note that there is approximately \$70,000 in watermain work included in this project that is included at the sole cost of the City.

Prepared by: Mark S. Saksewski, P.E., Senior Engineer
Reviewed by: James Cubera, P.E., City Engineer
Departmental Authorization by: Karen Mondora, P.E., Director of Public Services
Approval by: Gary Mekjian, P.E., City Manager

(ADVANCE CONSTRUCTION CONTRACT)
STP, NIPP

DA
Control Section NH 63000
Job Number 206028CON
Project 22A0062
CFDA No. 20.205 (Highway
Research Planning &
Construction)
Contract No. 21-5428

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF FARMINGTON HILLS, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Farmington Hills, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated November 4, 2021, attached hereto and made a part hereof:

PART A - FEDERAL PARTICIPATION

Hot mix asphalt reconstruction, concrete curb and gutter, sidewalk and sidewalk ramps, drainage work, permanent signing and pavement markings along W 14 Mile Road from Farmington Road to Orchard Lake Road; and all together with necessary related work.

PART B - NO FEDERAL PARTICIPATION

Water main and irrigation work along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the PROJECT will be performed as an advance construction project; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM
NATIONAL HIGHWAY PERFORMANCE PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the promises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

The PROJECT work shall be performed as an advance construction PROJECT and shall meet applicable Federal requirements set forth on 23 CFR Subpart G; 23 U.S.C. 115.

It is understood that authorization to undertake the performance of the work under this contract as an advance construction PROJECT does not constitute any commitment of DEPARTMENT or Federal funds for this PROJECT.

Expenditures incurred on this PROJECT as advance construction will not be subject to reimbursement with Federal funds until the PROJECT is converted to a regular Federal-aid project as provided under 23 CFR 630.705(2); CFR 630.709.

Request for PROJECT conversion to a regular Federal-Aid project shall be submitted to the DEPARTMENT by the REQUESTING PARTY as early as possible in the fiscal year that the advance construction PROJECT is anticipated to be reimbursed.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost

associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

The PART A portion of the PROJECT COST shall be met in part by contributions by the Federal government. Federal Surface Transportation Funds in combination with Federal National Highway Performance Program Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$1,488,149, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract with Federal National Highway Performance Program Funds limited to \$1,168,639. The current available Federal Funds for the PROJECT are established to be \$1,076,014. The balance of the PROJECT COST, after deduction of Federal funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Contingent upon availability of Federal Funds and Federal approval, Federal Funds, for future fiscal years, may be applied to the cost incurred as advance

construction in an amount such that the Federal Funds equal the lesser of: (1) \$1,488,149, or 81.85 percent.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST or any advance construction expenditure not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. A working capital deposit by the REQUESTING PARTY will be required for this PROJECT and is estimated to be:

\$309,101

The total deposit will be billed to the REQUESTING PARTY by the DEPARTMENT and shall be paid by the REQUESTING PARTY within thirty (30) days after receipt of bill.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less available Federal Funds as the PROJECT progresses.

Failure to make such payments within 30 days of receipt of billings from the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold without further notice an equal amount from the REQUESTING PARTY'S share of any future Act 51 monthly allocations.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART I that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Boy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware of and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act (NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. Both the REQUESTING PARTY and the DEPARTMENT certify that the DEPARTMENT is not a person liable under Parts 201 and 213 of the NREPA; that the DEPARTMENT is not an owner or operator of any property within the PROJECT limits; that the DEPARTMENT has not arranged for the disposal of hazardous substances within the PROJECT limits, nor has the DEPARTMENT transported any hazardous substances to the PROJECT limits; that the DEPARTMENT has not conducted any activities which have resulted in a release or threat of release of hazardous substances at the facility or within the PROJECT limits and that the DEPARTMENT is otherwise not liable for any response activities or response activity costs at the facility.

11. If subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require the incurrence of response costs for response activity pursuant to state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall notify the DEPARTMENT, both orally and in writing within 24 hours of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine whether the area within the PROJECT limits constitutes a facility and whether the REQUESTING PARTY is required to incur response costs to address the contamination under state or federal law. If the REQUESTING PARTY is liable for response activities or response costs under state or federal laws, the DEPARTMENT will consult with the FHWA to determine the eligibility of such response costs for reimbursement. In the event that the response costs and other incidental costs including, but not limited to delay costs, are deemed not to be eligible for reimbursement by the FHWA, the REQUESTING PARTY shall be charged for and shall pay to the DEPARTMENT all response costs and delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in such costs, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

12. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for

the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

13. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT and its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT and its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT and its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT and its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT and its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

14. The DEPARTMENT, by executing this contract and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

15. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and

has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

18. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

19. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current standard specifications for construction, and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

20. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF FARMINGTON HILLS

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOIT

By _____
Title:



November 4, 2021

EXHIBIT 1

CONTROL SECTION NH 63000
JOB NUMBER 206028CON
PROJECT 22A0032

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$4,082,000	\$ 71,400	\$4,153,400

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$4,082,000	\$ 71,400	\$4,153,400
Less Federal Funds (Current Fiscal Year)	<u>\$1,076,014</u>	<u>\$ 0</u>	<u>\$1,076,014</u>
Balance	\$3,005,986	\$ 71,400	\$3,077,386
Less Federal Funds (Advance Construction) Future Fiscal Year*	<u>\$ 412,135</u>	<u>\$ 0</u>	<u>\$ 412,135</u>
REQUESTING PARTY'S SHARE (Future Fiscal Year)	\$2,593,851	\$ 71,400	\$2,665,251

* Contingent upon availability of Federal Funds and Federal approval, Federal Funds, for future fiscal years, may be applied to the cost incurred as advance construction in an amount such that the Federal Funds equal the lesser of: (1) \$1,488,149, or 81.85 percent.

DEPOSIT (75% of Advance Construction - \$412,135)

\$309,101

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto:
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments-Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG(23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments- Allowable Costs
- j. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 1401): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAR (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339,2001; MSA 18,425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall hereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CPDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the MIWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

△ Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic Control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract, the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR 26.13)

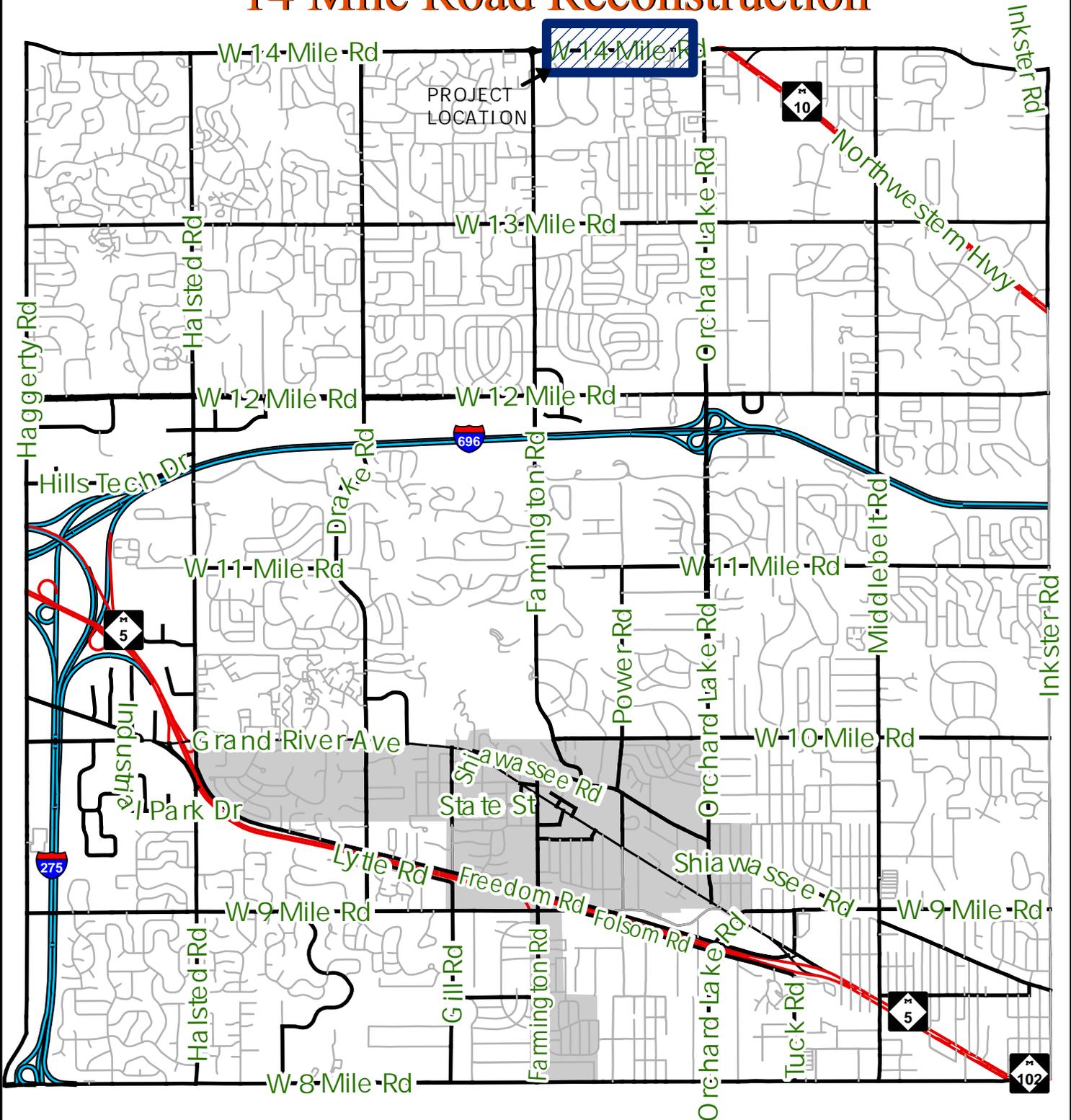
- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

City of Farmington Hills Department of Public Services 14 Mile Road Reconstruction



REPORT FROM CITY MANAGER TO CITY COUNCIL – December 13, 2021

SUBJECT: Consider Approving a Resolution Designating City Manager, Gary Mekjian, as the City's Street Administrator

Administrative Summary

Section 13(9) of Act 51, Public Acts of 1951 requires a Street Administrator to be designated by the governing body to represent the municipality. This designation is a formality that determines who handles certain state-mandated street functions, such as who signs off on the annual Act 51 Financial Report to the Michigan Department of Transportation. The City Manager has historically been the Street Administrator for the City.

Recommendation:

It is recommended that the City Council considers approval of a Resolution Designating City Manager, Gary Mekjian, as the City's Street Administrator.

Prepared by:

Thomas Skrobola
Finance Director/Treasurer

Approved by:

Gary Mekjian
City Manager

RESOLUTION FOR DESIGNATION OF STREET ADMINISTRATOR

This information is required by Act 51, P.A. 1951 as amended. Failure to supply this information will result in funds being withheld.

MAIL TO: Michigan Department of Transportation, Financial Operations
Division, P.O. Box 30050, Lansing, MI 48909.
or Fax to: (517) 335-1828

NOTE: Indicate, if possible, where Street Administrator can usually be reached during normal working hours, if different than City or Village Office. List any other office held by the Administrator.

Councilperson or Commissioner _____

offered the following resolution and moved its adoption:

Whereas, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this act."

Therefore, be it resolved, that this Honorable Body designate _____

_____ as the single Street Administrator for the City or Village of

_____ in all transactions with the State Transportation Department

as provided in Section 13 of the Act.

Supported by the Councilperson or Commissioner _____

Yeas _____

Nays _____

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting of the governing body of this municipality on the _____ day of

CITY OR VILLAGE CLERK (SIGNATURE)	E-MAIL ADDRESS	DATE
STREET ADMINISTRATOR (SIGNATURE)	E-MAIL ADDRESS	DATE
ADDRESS OF CITY OR VILLAGE OFFICE		P.O. BOX
CITY OR VILLAGE	ZIP CODE	PHONE NUMBER

CITY OF FARMINGTON HILLS

CITY CLERK'S OFFICE

*31555 W. 11 Mile Road, Farmington Hills, MI 48336-1165
(248) 871-2410*

R-183-15

RESOLUTION

IT IS RESOLVED, that the City Council of Farmington Hills hereby approves the designation of City Manager, David Boyer, as the City's Street Administrator.

Motion by: STECKLOFF
Support by: BRIDGES

Roll Call Vote:

Yeas: BRIDGES, BRUCE, KNOL, LERNER, MASSEY, RICH AND STECKLOFF
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0

I, Pamela B. Smith, the duly authorized City Clerk of the City of Farmington Hills, Oakland County, Michigan, do hereby certify that the foregoing is a true copy of a resolution adopted by the City Council of the City of Farmington Hills at the regular City Council meeting held on November 9, 2015.



Pamela B. Smith, City Clerk

DATE: November 10, 2015

RESOLUTION FOR DESIGNATION OF STREET ADMINISTRATOR

This information is required by Act 51, P.A. 1951 as amended. Failure to supply this information will result in funds being withheld.

MAIL TO: Michigan Department of Transportation, Financial Operations
Division, P.O. Box 30050, Lansing, MI 48909.
or Fax to: 517-373-6266

NOTE: Indicate, if possible, where Street Administrator can usually be reached during normal working hours, if different than City or Village Office. List any other office held by the Administrator.

Councilperson or Commissioner Steckloff

offered the following resolution and moved its adoption:

Whereas, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this act."

Therefore, be it resolved, that this Honorable Body designate David Boyer,

City Manager as the single Street Administrator for the City or Village of
Farmington Hills in all transactions with the State Transportation Department
as provided in Section 13 of the Act.

Supported by the Councilperson or Commissioner Bridges

Yeas Bridges, Bruce, Knol, Lerner, Massey, Rich and Steckloff

Nays None

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting
of the governing body of this municipality on the 9th day of
November, 2015.

CITY OR VILLAGE CLERK (SIGNATURE) 	EMAIL ADDRESS Psmith@fhgov.com	DATE 11-10-15
STREET ADMINISTRATOR (SIGNATURE) 	EMAIL ADDRESS Dboyer@fhgov.com	DATE
ADDRESS OF CITY OR VILLAGE OFFICE 31555 W. 11 Mile Road		P.O.BOX
CITY OR VILLAGE Farmington Hills	ZIP CODE 48336	PHONE NUMBER 248-871-2400

REPORT FROM THE CITY MANAGER TO CITY COUNCIL – December 13, 2021

SUBJECT: Consideration of Establishing the Salvador Street Water Main Payback and Sanitary Sewer Payback between Whitlock Street and Hugo Avenue, Section 34

Administrative Summary

- The City of Farmington Hills is proposing to pave Salvador Street, between Whitlock Street and Hugo Avenue, in the summer of 2022 as part of the Whitlock Street Gravel Road Conversion Project. This gravel road conversion project was approved by City Council on January 13, 2020 in accordance with the City's adopted Gravel Road Conversion policy.
- Asset Management best practices recommend reviewing infrastructure needs concurrently with road paving initiatives.
- Salvador Street between Whitlock and Hugo is the only street within the scope of the paving project that currently does not have public sanitary sewer or public water main. As part of the design evaluation, public sanitary sewer and water main installation were investigated to determine if extension is cost effective and feasible.
- Approximately 455 lineal feet of sanitary sewer extension and 621 lineal feet of water main is proposed along Salvador.
- A payback agreement stipulates that the owners of the benefiting parcels are only required to pay for their proportionate share of the improvement costs *if and when* they connect to the sanitary sewer and/or water main and also prior to the approval of any subdivision of land or lot split as outlined in City Code Section 27.
- The projected costs for the sanitary sewer are estimated at \$105,080 or \$35,026 per benefiting parcel. The projected costs for the water main are estimated at \$90,377 or \$30,125 per benefiting parcel.
- Upon completion of the construction and determination of final costs, this matter will return to City Council for formal approval of the final Payback District. Council will establish a time period for benefiting property owners to opt into a payback agreement and make installment payments.
- Staff recommends the approval of the Salvador Street Water Main and Sanitary Sewer and Water main Payback District.

RECOMMENDATION

IT IS RESOLVED, City Council gives approval to the Salvador Street Water Main Payback and Sanitary Sewer Payback Districts subject to final costs being determined upon completion of construction, and; it is the staff's recommendation that funds be utilized from the City of Farmington Hills Water Reserve Fund and Sewer Reserve Fund to construct these improvements.

Support Documentation

With the upcoming paving of this section of gravel road the City of Farmington Hills is proposing to install sanitary sewer and water main along Salvador Street between Whitlock Street and Hugo Avenue. Public sanitary sewer and water main do not currently exist in this area. One property is currently connected to both public water main and sanitary sewer, and another property is currently connected to public water

main only. Both properties currently have temporary connections via Direct Connection Agreements for sanitary sewer and/or water main.

Staff is recommending that the sanitary sewer and water main installation along Salvador Street between Whitlock Street and Hugo Avenue be established as a City initiated payback district under Section 33-200 of the City Code. Monies to pay for the project will come from the City's Sewer Reserve Fund and Water Reserve Fund. The payback district will reimburse the Sewer Reserve and Water Reserve Fund as properties connect and, in some instances where direct connections agreements exist, when the City follows up on the terms of the agreement. Upon completion of the construction and determination of final costs, this project will return to City Council for formal approval of the final Payback District. City Council will also establish a time period for benefiting property owners to opt into a payback agreement with the City in order to make installment payments.

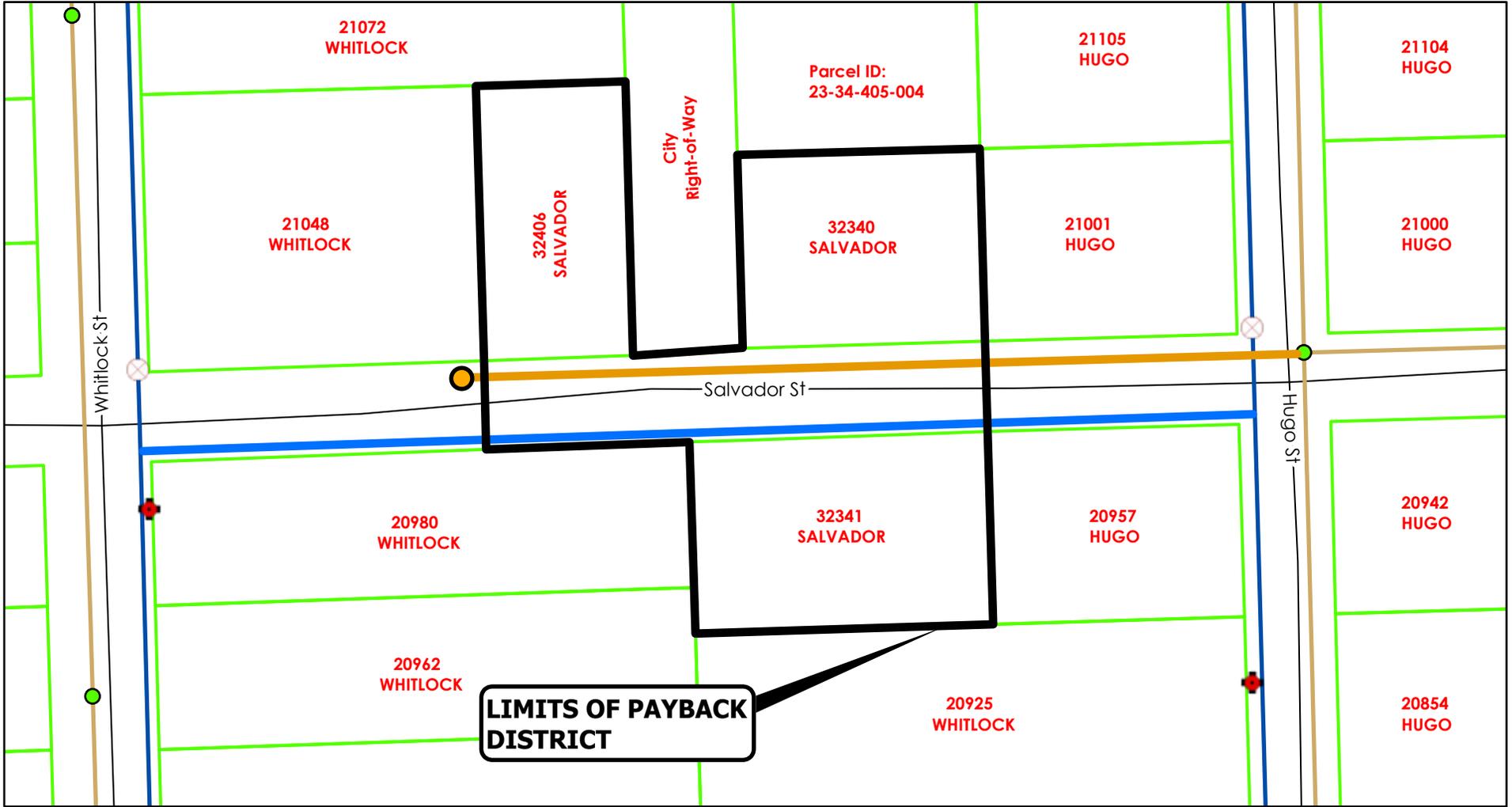
Each benefiting property is responsible for a proportionate share of this cost as based on the number of equivalent residential units that are projected to connect from each property. If any of the properties split or develop differently than originally estimated, units of benefit will be recalculated such that each connection resulting from the lot splits or development will have to pay its proportionate share of the full cost attributable to the original benefitted property, as required by City Ordinance. The City Assessor will follow-up on the process of the paybacks prior to the approval of any subdivision of land or lot split as outlined in the City Code Section 27.

Lastly, we would like to clearly differentiate between a Special Assessment District (S.A.D.) and a Payback District. An S.A.D. requires benefiting property owners to pay the cost of the sanitary sewer or water main immediately. In the case of a Payback District, the property owners *pay only if and when* they tap the system for service or per the terms of their direct connection agreement.

Prepared by: Natasha Sonck, Civil Engineer I
Reviewed by: James Cubera, P.E., City Engineer
Reviewed by: Tammy Gushard, P.E., Senior Engineer
Departmental Authorization by: Karen Mondora, P.E., Director of Public Services
Approval by: Gary Mekjian, P.E., City Manager



Salvador Street Water Main & Sanitary Sewer Payback District



LEGEND

-  Proposed Sanitary Sewer
-  Proposed Water Main
-  Limits of Payback District

REPORT FROM THE CITY MANAGER TO CITY COUNCIL – December 13, 2021

SUBJECT: Consideration of Establishing the Quaker Valley Farms Addition Water Main Payback, Section 16

Administrative Summary

- The City of Farmington Hills is proposing to reconstruct the Quaker Valley Farms Subdivision roads soon as identified in the City's Capital Improvements Plan.
- Asset Management best practices recommend reviewing infrastructure needs concurrently with road paving initiatives.
- Quaker Valley Road west of Braebury Ridge, Quaker Valley Lane, and Hunters Row are the last roads in this neighborhood that do not have public water main or fire hydrants available. As part of the design evaluation, public water main installation was investigated to determine if extension was cost effective and feasible.
- New water main is being proposed along Quaker Valley Road, Quaker Valley Lane, and Hunters Row. A payback district is proposed in accordance with Section 33 of the City Code, incorporating 45 properties as shown on the map, for a total of forty-nine (49) units of benefit.
- The public water main installation will loop two systems and improve the reliability and fire flow in the area. This project will reduce the number of dry areas in the City which will assist with future Insurance Services Office (ISO) ratings. The project is supported by the Fire Department and identified as a need in the City's Capital Improvement Plan.
- A payback agreement stipulates that the owners of the benefiting parcels are only required to pay for their proportionate share of the improvement costs *if and when* they connect to the water main and also *prior to* the approval of any subdivision of land or lot split as outlined in City Code Section 27.
- The projected costs are estimated at \$1,527,606 or \$31,175 per benefiting parcel.
- Upon completion of the construction and determination of final costs, this matter will return to City Council for formal approval of the final Payback District. Council can establish a time period for benefiting property owners to opt into a payback agreement and make installment payments.
- Staff recommends the approval of the Quaker Valley Farms Addition Water Main Payback District.

RECOMMENDATION

IT IS RESOLVED, City Council gives approval to the Quaker Valley Farms Addition Water Main Payback District subject to final costs being determined upon completion of construction, and; it is the staff's recommendation that funds be utilized from the City of Farmington Hills Water Reserve Fund to construct these improvements.

Support Documentation

The City of Farmington Hills is proposing to install water main within the Quaker Valley Farms Addition Subdivision. Public water main does not currently exist in this area. Several properties at the northwest corner of this subdivision currently have public watermain and two properties in this area currently have temporary connections via Direct Connection Agreements.

Staff is recommending that the water main installation along Quaker Valley Road, Quaker Valley Lane, and Hunters Row be established as a City initiated payback district under Section 33-200 of the City Code. Monies to pay for the project will come from the City's Water Reserve Funds. The payback district will reimburse the Water Reserve Funds as properties connect and, in some instances where direct connections agreements exist, when the City follows up on the terms of the agreement. Upon completion of the construction and determination of final costs, this project will return to City Council for formal approval of the final Payback District. City Council will also establish a time period for benefiting property owners to opt into a payback agreement with the City in order to make installment payments.

Each benefiting property is responsible for a proportionate share of this cost as based on the number of equivalent residential units that are projected to connect from each property. If any of the properties split or develop differently than originally estimated, units of benefit will be recalculated such that each connection resulting from the lot splits or development will have to pay its proportionate share of the full cost attributable to the original benefitted property, as required by City Ordinance. The City Assessor will follow-up on the process of the paybacks prior to the approval of any subdivision of land or lot split as outlined in the City Code Section 27.

Lastly, we would like to clearly differentiate between a Special Assessment District (S.A.D.) and a Payback District. An S.A.D. requires benefiting property owners to pay the cost of the sanitary sewer or water main immediately. In the case of a Payback District, the property owners *pay only if and when* they tap the system for service.

Prepared by: Tyler Sonoga, Civil Engineer

Reviewed by: James Cubera, P.E., City Engineer

Reviewed by: Tammy Gushard, P.E., Senior Engineer

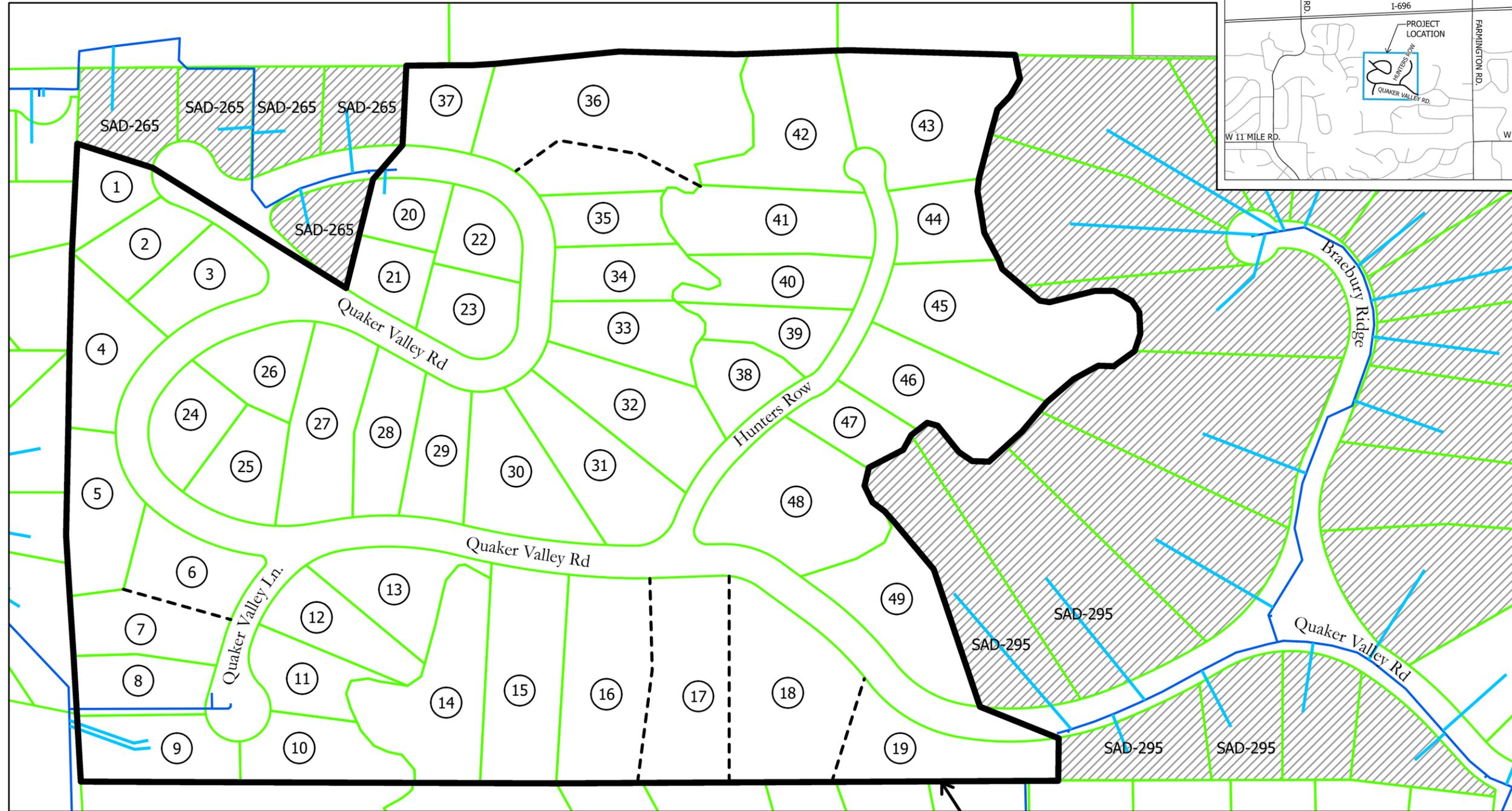
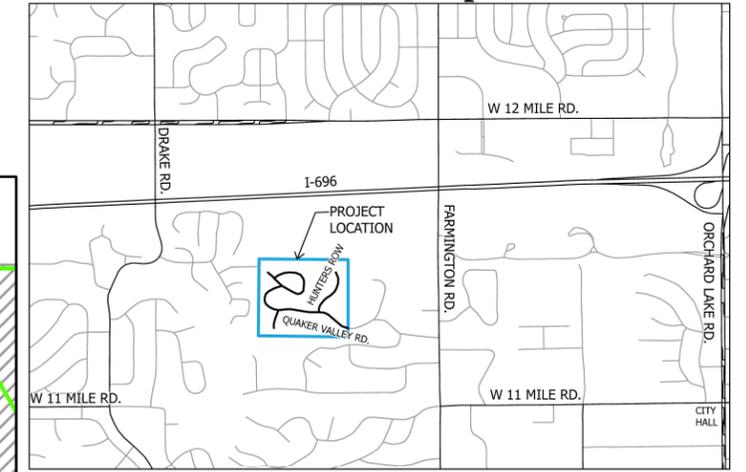
Departmental Authorization by: Karen Mondora, P.E., Director of Public Services

Approval by: Gary Mekjian, P.E., Acting City Manager

City of Farmington Hills

2021 Quaker Valley Farms Addition Water Main Payback District

Location Map



Legend

- Properties w/ Ex. Watermain Included with Previous Special Assessment Districts (SAD)
- Current Property Lines
- Original Plat Lines

Payback District Boundary

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
December 13, 2021

SUBJECT: RESOLUTION APPROVING OPTING-IN TO THE NATIONAL OPIOID LITIGATION SETTLEMENT

ADMINISTRATIVE SUMMARY

- After several years of negotiation, two settlements have been reached against the three largest pharmaceutical distributors, McKesson, Cardinal Health, and AmerisourceBergen and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson. The settlements require the distributors to pay up to \$21 billion dollars over 18 years and for Janssen to pay up to \$5 billion over 9 years, for a total of \$26 billion.
- Of the settlement amount, approximately \$22.7 billion is earmarked for participating states and state subdivisions to remediate and abate the impacts of the opioid crisis. The settlements also require the distributors to implement safeguards to prevent the over prescription of opioids and place restrictions on the marketing, sale, and distribution of opioids.
- The settlement funds must be spent on opioid remediation; however, most of the uses identified in the settlements are for activities more likely to be carried out by states or counties. This list of permissible expenditures for subdivisions includes providing expanded training for first responders, schools, community groups and families on the use of Naloxone or other FDA approved drugs to reverse overdoses.
- Based on the above information, the City Attorney is recommending the city opt into the National Opioid Litigation Settlement.

RECOMMENDATION

It is recommended that City Council authorize the City Manager to register the City on the National Opioid Settlement website, opt-in to the settlements, consent to the terms of the settlement and such further action as is necessary to receive the settlement funds.

Prepared by: Gary Mekjian, City Manager
Reviewed by: Kelly Monico, Director of Central Services
Approved by: Gary Mekjian, City Manager

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON HILLS

RESOLUTION NO. R- -21

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

At a regular meeting of the City Council of the City of Farmington Hills, County of Oakland, State of Michigan, held on _____, 2021, at 7:30 o'clock p.m., Eastern Daylight Savings Time, with those present and absent being,

PRESENT:

ABSENT:

The following preamble and resolution were offered by Council Member _____ and supported by Council Member _____:

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

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

WHEREAS, the City of Farmington Hills is eligible to participate in the settlements. The settlement with the Distributors indicates that Farmington Hills is eligible to receive approximately .27632 percent of the 15% allocation the state will receive to distribute to participating subdivisions. The allocation percentage may be modified if the state of Michigan enters into a state specific agreement with the settling parties.

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

WHEREAS, the two proposed settlements require the participating subdivisions to agree to the settlement terms. The settlements require: (i) an agreement to the terms of the settlements; (ii) a release of claims; (iii) an agreement that monies received can only be spent on opioid remediations

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
December 13, 2021

SUBJECT: AWARD OF CONTRACT FOR CONCESSION MGT. AT THE FARMINGTON HILLS GOLF CLUB RESTAURANT

ADMINISTRATIVE SUMMARY

- Request for proposals were advertised, posted on the city's e-procurement system and after one postponement to encourage additional responses, opened and read aloud on November 17, 2021 for the Concession Management at the Farmington Hills Golf Club Restaurant. Notification was sent to over fifty (50+) vendors and one (1) proposal was received. The proposal was received from Katherine Zervos of LPS Grille Corp, current Operations Manager for Greek Islands Bar & Grill (legal title M & S Bar and Grill Corp.) Ms. Zervos was previously partnered with her uncle, George Stefanakis, and has operated the FHGC Greek Islands restaurant since 2012.
- The specifications offered to award a five (5) year contract (with renewal options) to one company with previous experience in the operation of a restaurant, banquet and food service facility. The contract consists of leasing the restaurant and food/beverage carts at the Farmington Hills Golf Club. The contract will include restaurant kitchen operation for the facility; wait staff, exclusive food service, bartenders, procurement of food, beer, wine, liquor, and champagne, food/beverage cart, interior improvement, and equipment to run the operation. The liquor license is in the name of the City of Farmington Hills with a participant permit given to the awarded food service firm.
- City Staff evaluated the new proposal. The award determination was based on the experience, qualifications of employees, customer service beliefs, references and financial arrangements. Their experience and qualifications were extensive, approach to customer service was well thought out and creative, and their references are excellent.

BELOW IS AN OVERVIEW OF THE TERMS LPS GRILLE CORPORATION HAS AGREED TO:

- ✓ Provide experienced, responsive staff committed to top quality food service.
- ✓ Ensure that all restaurant related equipment supplies are clean and meet all current code.
- ✓ Qualify and at all time remain qualified to participate in and operate the facility under an on-premise liquor license.
- ✓ Comply with all City and MLCC rules regulations, policies and ordinances with regard to liquor control.
- ✓ Adhere to the most current OSHA, MiOSHA & Health Department standards.
- ✓ Work in conjunction with the City to promote and schedule the restaurant for banquets and golf outings.
- ✓ Pay the City an annual fee of \$10,000 per year if gross income for the year is under \$350,000, \$15,000 per year if gross income for the year is between \$350,001 and \$400,000 and pay \$20,000 if the gross income for the year is more than \$400,001.

RECOMMENDATION

In view of the above, it is recommended that City Council authorize the City Manager to sign a contract with LPS Grille Corp. (restaurant name TBD) for a five (5) year term for concession management at the Farmington Hills Golf Club Restaurant. In addition, it is recommended that City Council authorize the City Manager to approve extensions to the contract in five (5) each one-year terms through mutual consent with Katherine Zervos and the City.

Prepared by: Kelly Monico, Director of Central Services
 Reviewed by: Ellen Schnackel, Director Special Services
 Approved by: Gary Mekjian, City Manager

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
December 13, 2021

SUBJECT: AWARD OF AGREEMENT THE ENTERPRISE STORAGE PROJECT

ADMINISTRATIVE SUMMARY

- At the May 14, 2018 City Council meeting, City Council awarded Plante Moran as the City's Unified Communications (UC) Consultant. Functions of the UC consultant include inventory, evaluation, and assessment of current communications systems (phone, CCTV, infrastructure, storage & computing systems, emergency alerting and wireless technology), assisting the City in creating a multi-year strategic plan for unified communications enhancements and design & project management services for projects brought forth in the plan.
- After a lengthy evaluation of all of our network and communications systems Plante Moran offered a comprehensive multi-year strategic project plan which outlined all the City's needs as they relate to UC. The City utilizes this document during our Capital planning process and UC projects are planned for the next several fiscal years. The current project includes replacing the City's traditional storage array network (SAN) & virtual server infrastructure which is at its end of life & support. The SAN is a hardware solution that is primarily used to access data storage devices, such as disk arrays with virtual servers so that the devices appear to the operating system.
- Request for proposals were advertised, posted on the MITN e-procurement site, and publicly opened on November 16, 2021 for the Enterprise Storage project. Notification was sent to over two-hundred (200+) vendors with five(5) responding. One (1) proposal was rejected because it came in after the deadline.
- As an alternate to the traditional SAN & virtual server infrastructure the City requested pricing from vendors to provide the updated technology of Hyper-converged infrastructure (HCI) solution. HCI is a software-defined IT infrastructure that virtualizes, combines & simplifies all of the elements of conventional "hardware-defined" systems and includes virtualized computing, software-defined storage, and software-defined networking under one-umbrella. HCI does away with many of the complexities traditional SAN storage infrastructure requires, such as cabling, redundancy and patch management. Essentially, HCI will allow the IT Department to define, deploy, manage, and support the technology efficiently and allow for expansion quickly as needed.
- Specifications for this project include provision, installation, configuration, warranty, maintenance and training for the system and all hardware & software components.
- Staff & representatives from Plante Moran evaluated written & priced responses, shortlisted two (2) vendors for interview (Access interactive & IT Solutions Group) and checked references. Staff and Plante Moran are recommending award to Access Interactive as the lowest most qualified firm for the HCI solution. They have extensive experience providing these types of products & services with multiple local municipalities including Oakland County, Novi, and Ottawa County. They have extensive knowledge managing a complex implementation, are extremely knowledgeable about best industry practices, offered a product solution that fit well within our network scheme and have experience creating training documents and educating end users at all levels. Staff and our representatives from Plante Moran are confident in the ability of Access Interactive to provide the products and services required for a successful implementation of the project.
- The award recommendation is below budget and includes a 20% contingency to account for any unforeseen issues encountered during implementation.
- Work will start immediately and is expected by early Spring 2022.
- Funding for this project budgeted & available in the Capital Technology fund.

EVALUATION TABULATION (INCLUDING PLANTE MORAN RECOMMENDATION) ATTACHED

RECOMMENDATION

Resolve, that City Council authorize the City Manager enter in to an agreement and issue a purchase order to Access Interactive for the Enterprise Storage Project in the amount of \$314,412.00 (\$262,010 bid plus \$52,402.00 contingency).

Prepared by: Kelly Monico, Director of Central Services

Reviewed by Jack Li, IT Manager

Approved by: Gary Mekjian, City Manager



Plante & Moran, PLLC
P.O. Box 307
3000 Town Center, Suite 100
Southfield, MI 48075
Tel: 248.352.2500
Fax: 248.352.0018
plantemoran.com

December 7, 2021

Ms. Kelly Monico
Director of Central Services
City of Farmington Hills
31555 11 Mile Road
Farmington Hills, MI 48336

Dear Kelly:

Plante Moran has completed its work related to the Enterprise Storage Project Request for Proposal (# rfp-fh-21-22-2283). Based on the review of the responses, discussions and clarifications with vendors, vendor interviews, and discussions with your staff, we support the decision of the City to award this project to **Access Interactive for a not to exceed total of \$262,010** for the voluntary alternate bid solution. We recommend that this award be **made contingent upon successful contract negotiations** with the vendor and that the City set aside a contingency amount of \$52,402 (20%) to accommodate unforeseen issues that may be encountered during the project. The City will also incur a total expense of \$10,494 for additional warranty protection services beyond the included 5-year warranty (for years 6-8).

BACKGROUND

The purpose of this project is to provide a replacement solution for the City's existing aging storage area network and virtual server infrastructure with a solution that streamlines management and operations, improves system stability and uptime and best positions the City to support future needs. The City's current server and storage systems are approaching the end of their usable life expectancy. Additionally, the current systems lack some key functionality, features, and capacity to meet the current and anticipated future needs of the City. The contemplated replacement system leverages modern technologies and streamlines operational processes to deliver a solution capable of providing a greater level of service to the City's users and constituents, while also accounting for projected growth and the need for greater protection of the City's data.

In October of 2021, Plante Moran, working in conjunction with your IT staff, assisted in the development of a Request for Proposal (RFP) for a storage and virtual server infrastructure solution. The RFP included a base bid requirement for a traditional server & storage solution and a voluntary alternate for Hyperconverged Infrastructure (HCI). HCI solutions combine the server & storage resources with the intent of simplifying operation, support and maintenance. The RFP was posted on the Michigan Inter-governmental Trade Network (MITN) purchasing website. A total of five proposals were received representing leading manufacturers (Dell, Hewlett Packard Enterprise and Pure Storage); one proposal was disqualified for not meeting base bid RFP requirements. Of the four remaining proposals, two offered voluntary alternate bids for Hyperconverged Infrastructure. Plante Moran assisted the City in the

evaluation of the various options and technologies proposed, and agreed that the HCI solutions best addressed the City's goals. Therefore, only the two vendors that proposed an HCI solution were given further consideration. Plante Moran assisted the City in issuing clarifications for both proposals and participated in interviews with the vendors and the City's IT staff.

Plante Moran in conjunction with the City's IT staff believe Access Interactive's Hyperconverged Infrastructure solution best accomplishes the intended objectives of the RFP. The vendor's proposed solution provides a cost-effective and scalable computing and storage architecture. Furthermore, Access Interactive has demonstrated experience implementing the proposed technology with local Michigan governments and has a successful track record of assisting the City with various technology-related projects in the past. Based on our analysis of the proposals, vendor clarifications, interviews, and research, we support the City's recommendation to award the project Access Interactive precluding any unfavorable vendor reference checks being performed by the City.

Plante Moran appreciates the opportunity to be of assistance to the City of Farmington Hills. Please contact Kyle Macyda at (248) 223-3384 or me at (248) 223-3304 if you have any questions.

Sincerely,

PLANTE & MORAN, PLLC



Judy Wright, Partner

cc: Kyle Macyda, Dan Queck

City of Farmington Hills
RFP-FH-21-22-2283
Enterprise Storage Project
Evaluation

Concerns

Recommend for Award

FIRM NAME(S)	CITY/STATE	BASE BID	ALTERNATE-HYPERCONVERGED	COMPLIANCE NOTES	REFERENCES	INTERVIEW & PRODUCT DISCUSSION
Access Interactive	Novi, MI	\$282,409.00 Dell Power Store	\$262,010.00 Dell VxRail - All Flash -(Price above is \$259,894 + Rack at \$2,116)	All forms all included. Submitted as required. No Exceptions to Contract	City of Sterling Heights, Ottawa County & Livingston County	Offering both traditional SAN and Hyperconverged. Lots of HCI installs locally. Really powerful & very robust. Showed the topology of the SAN. HCI VxRail- Very turnkey. Patches & firmware staged for & with us. Performance & complexity will power the future. Storage is each node. Even if you lose one you can work around. Access will be doing all implementation. We are able to keep the same switches we have now.
Data Partner, Inc.	Bloomfield Hills, MI	\$110,714.97 Netapp (just storage)-Does not meet specification	\$192,335.49 Nutanix (no network switching)-Does not meet specification	All forms all included. No Subcontractors. Submitted as required. No Exceptions to Contract	University Bank, Delta College & Nissan Automotive	N/A
Groundwork 0	Detroit, MI	\$397,687.64 HPE Primera (highest base bid)	No-Bid	All forms all included. No Subcontractors. Submitted -but broke up Excel Workbook. No Exceptions to Contract	City of Detroit, TCF Center & Emergency Health Partners	N/A
IT Solutions Group	Novi, MI	\$360,855.70 HPE Aruba-AF40	\$208,132.40 HF40-HPE Aruba Hyperconverged HPE Nimble -Hybrid-If upgraded to All Flash add \$120,000+ ----- \$216,332.00 HF-40 HPE Aruba Hyperconverged HPE Nimble additional storage If upgraded to All Flash add \$120,000+	All forms all included. HPE is Subcontractor. Submitted -but broke up Excel Workbook. Exceptions-Section 1.2.2 RFP Item 9 Solution utilizes active/passive controllers & 1.2.2. RFP #14 Does not support CIFS and NFS connectivity.	City of Rochester Hills, Peter Basso Associates & Tetra Tech	Things highlighted-HPE Exclusive Silicon Root of Trust. HPE Nimble - Adds Chassis intrusion detection. HPE InfoSight portal for management. DHCI vs. HCI (Compute & Storage all supported by Nimble support).
Trace3, LLC	Irvine, CA & Grand Rapids, MI	\$286,199.04 Pure Storage with Dell Servers	No-Bid	Missing Subcontractor form - so no subcontractors listed. All other forms included. Did not submit as an excel workbook. Took multiple exceptions to contract.	State of Michigan, City of Bowling Green & Louisville Prosecutors	N/A

Notification was sent to over 200 hundred firms

The City received one late response from Sentinel Technologies but rejected & returned it to the sender.

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
December 13, 2021

SUBJECT: AWARD OF CONTRACT FOR CATERING/EVENT PLANNING SERVICES FOR LONGACRE HOUSE, WILLIAM COSTICK CENTER, THE HAWK AND GRANT COMMUNITY CENTER

ADMINISTRATIVE SUMMARY

- Request for proposals were advertised, posted on the city's e-procurement system and after one postponement to encourage additional responses, opened and read aloud on November 22, 2021 for catering services for The Longacre House, William Costick Activities Center, The Hawk and Grant Community Center. Notification was sent to seventy (70) vendors and after extending the deadline, the City received one (1) response from Gourmet Express Catering (South Lyon, MI).
- The specifications offered to award a five (5) year contract (with renewal options) to one firm with previous experience in catering and event planning services. The awarded firm will provide food preparation and presentation, wait staff for the banquet rooms, dishwashers, bartenders, procurement of liquor (where applicable) and will coordinate creative and elegant displays of food/beverage products. In addition, the firm will provide a dedicated event planner to plan, manage and implement all rental events booked for The Longacre House, Costick, The Hawk and Grant Community Centers as necessary.
- Gourmet Express Catering (GEX) has been the City's contracted catering company since 2007. City staff have been very satisfied with their work and confident in their ability. Staff evaluated the current proposal and decided that GEX met the specifications for statement of approach, experience, fee structure and references. Staff determined Gourmet Express is the best suited for the City's needs. Their approach to service and marketing all four (4) facilities was well thought out and creative. Their experience with both catering and event planning is extensive and well communicated. Their fee structure remains competitive and easily understood. Their references were excellent.

BELOW IS AN OVERVIEW OF THE TERMS GOURMET EXPRESS WILL AGREE TO UNDER THE CONTRACT:

- ✓ Provide experienced, responsive staff committed to top quality catering service and event planning
- ✓ Ensure that all catering related equipment & supplies are clean and meet all current codes
- ✓ Qualify and at all times remain qualified to participate in and operate at the Longacre House and The Hawk under a Participation Permit to be issued by the MLCC.
- ✓ Comply with all City and MLCC rules, regulations, policies and ordinances with regard to liquor control
- ✓ Adhere to the most current OSHA, MiOSHA & Health Department standards
- ✓ Work in conjunction with the City to promote and market venues for events
- ✓ Pay the City 20% gross for Food, Bar & Beverage at Longacre House.
- ✓ Pay the City 7% of gross for Food & Beverage for 50-99 guests and 10% of gross for 100 & up guests at the Costick Center, The Hawk & the Grant Community Center

RECOMMENDATION

In view of the above, it is recommended that City Council authorize the City Manager to sign a contract with Gourmet Express for Catering and event planning services for a five (5) year term for Longacre House, William Costick Activities Center, The Hawk and Grant Community Center. In addition, it is recommended that City Council authorize the City Manager to approve two (2) each two (2)-year extensions through mutual consent with Gourmet Express and the City.

Prepared by: Ellen Schnackel, Director Special Services
 Reviewed by: Kelly Monico, Director of Central Services
 Approved by: Gary Mekjian, City Manager

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
December 13, 2021

**SUBJECT: AWARD OF BID FOR JANITORIAL SUPPLIES FOR CITY HALL & POLICE
 DEPARTMENT**

ADMINISTRATIVE SUMMARY

- Request for Proposals were advertised, available on the MITN e-procurement system and publicly opened on Wednesday, October 20, 2021, for the purchase of Janitorial Supplies for City Hall and the Police Department. Notification was sent to over one-hundred (100) vendors with seven (7) vendors responding.
- The bid specifications called for volume discount pricing on 18 highly used janitorial products including paper products, cleaning products, trash can liners and hygiene products. These core items were determined be the most often ordered and made up approximately 75% of their janitorial supplies budget. Also requested as part of the specification, was a contracted fixed discount off any remaining items in their catalog.
- Department of Public Services and Central Services evaluated responses, compared sample products, checked references and is recommending Empire Equipment & Supply as the lowest, most qualified bidder. Empire Equipment & Supply is our current vendor, and the city has been satisfied with their services. The departments are confident that Empire Equipment will continue to provide outstanding service.
- Funding these supplies is budgeted and available in the supply accounts for City Hall and Police Department.

BID TABULATION/ ORDER SAMPLING EVALUATION ATTACHED

RECOMMENDATION

In view of the above, it is recommended that City Council authorize the City Manager to approve all budgeted purchases and issue purchase orders to Empire Equipment & Supply for janitorial supplies in an approximate amount of \$25,000 per year with the option to renew for five (5) additional one year extensions under the same terms and conditions upon mutual consent by the City and vendor.

Prepared by: Michelle Aranowski, Senior Buyer

Reviewed by: Kelly Monico Director of Central Services

Reviewed by: Tammy Gushard, Assistant to the Director of Public Services

Reviewed by: Karen Mondora, Director of Public Services

Approved by: Gary Mekjian, City Manager

ORDER SAMPLING EVALUATION
CITY HALL & POLICE

RECOMMEND AWARD

Item	Order Quan	*KSS Enterprises		Allied Eagle Supply Company		Pyramid School Products		Empire Equipment & Supply Co. Inc.		Interboro Packaging Corporation		Milestone Paper and Supply Co.		QVE Solutions	
		Case	total	Case	total	Case	total	Case	total	Case	total	Case	total	Case	total
8"/300' Bleached Roll Towel 6 rolls/case EG, LINR, Width: 24 Length 33 Mic: 8 Mfl: 0.31 Color: Natural Capacity: 12-16 Pack: 1000	4	\$ 30.00	\$ 120.00	\$ 24.48	\$ 97.92	No bid	No Bid	\$ 42.51	\$ 170.04	No Bid	No Bid	\$ 28.93	\$ 115.72	\$ 24.66	\$ 98.64
1-Ply Multifold Towel White 9.25 X 9.50 EG, LINR, Width: 43 Length: 48 Mic: 22 Mfl: 0.62 Color: Black Capacity: 56 Pack: 200	4	\$ 32.19	\$ 128.76	\$ 32.83	\$ 131.32	No bid	No Bid	\$ 35.58	\$ 142.32	No Bid	No Bid	\$ 16.41	\$ 65.64	\$ 60.00	\$ 240.00
2-Ply Roll Tissues, Standard 2-Ply, White, 4 x 3 sheet, 500 sheets/roll	8	\$ 22.50	\$ 180.00	\$ 18.65	\$ 149.20	No bid	No Bid	\$ 29.500	\$ 236.00	No Bid	No Bid	\$ 23.71	\$ 189.68	\$ 31.68	\$ 253.44
2-Ply Roll Towels White 11 X 8.5 White	3	\$ 33.19	\$ 99.57	\$ 28.15	\$ 84.45	No bid	No Bid	33.77	101.31	\$ 28.34	\$ 85.02	\$ 16.41	\$ 49.23	\$ 56.00	\$ 168.00
2-Ply Roll Towels White 11 X 8.5 White	6	\$ 37.00	\$ 222.00	No Bid	No Bid	46.08	\$ 138.24	\$ 43.31	\$ 259.86	No Bid	No Bid	\$ 38.54	\$ 231.24	No bid	No Bid
2-Ply Roll Towels White 11 X 8.5 White	8	\$ 27.00	\$ 216.00	\$ 18.05	\$ 144.40	\$ 37.50	\$ 225.00	\$ 31.88	\$ 255.04	No Bid	No Bid	\$ 22.67	\$ 181.36	\$ 30.00	\$ 240.00
Year 1			\$ 966.33		\$ 607.29		\$ 363.24		\$ 1,164.57		\$ 225.02		\$ 822.82		\$ 1,000.08
Year 2			\$ 1,120.94						\$ 1,199.51						
Year 3			\$ 1,300.29						\$ 1,235.49						
Year 4			\$ 1,508.34						\$ 1,272.56						
Year 5			\$ 1,749.68						\$ 1,310.73						
Year 6			\$ 2,029.62						\$ 1,350.06						

Entries highlighted in yellow indicates a "No Bid" on the requested manufacturer's product, however, the vendor did supply an alternate for the product.

*KSS Enterprises was slightly lower on some items. The difference in prices were negligible. In addition, KSS Enterprises will not extend past Year 1.

Empire-Detroit, MI		Interboro-Montgomery, NY		KSS-Kalamazoo, MI		AVE Solutions-Southfield, MI		Nichols-Norton Shores, MI	
Names of Manufacturer	% off Manufacturer's List Price	Names of Manufacturer	% off Manufacturer's List Price	Names of Manufacturer	% off Manufacturer's List Price	Names of Manufacturer	% off Manufacturer's List Price	Names of Manufacturer	% off Manufacturer's List Price
Simoniz	5%	Catalog	50%	Catalog	25%	Catalog	15%	Catalog	Utilizing National IPS - Ormia Pricing
Catalog	5%	Inteplast	50%			Inteplast	15%	VonDrehle	Utilizing National IPS - Ormia Pricing
Vondrehle	5%					Boardwalk	15%		
Inteplast	5%					Winsoft	15%		
						Gojo	15%		
						Arrow	15%		

**REPORT FROM THE CITY MANAGER TO CITY COUNCIL
December 13, 2021**

SUBJECT: AWARD OF AGREEMENTS - AS NEEDED ARCHITECTURAL & ENGINEERING SERVICES FOR CITY FACILITY PROJECTS.

ADMINISTRATIVE SUMMARY

- Requests for proposal were advertised, available on the Michigan Inter-Governmental Trade Network (MITN) e-procurement site, publicly opened and read aloud on Wednesday, September 29, 2021, for As Needed Architectural & Engineering Services for City Facility Projects. Notification was sent to over six-hundred (600+) vendors with eleven (11) responses.
- The objective of this process is to obtain multiple qualified, and insured firms that have substantial demonstrable expertise, experience, specialization, and proven competency in Architectural & Engineering services. Specifications require the awarded consultants to provide Architectural as well as Mechanical, Electrical & Structural Engineering Services for High Level Master Planning for Proposed Construction Projects (for budget purposes), Site Evaluation, Schematic & Design Development, Construction Document & Bidding, Design & Construction Administration on an as needed basis.
- In order to meet the various & sometimes urgent needs of City Administration in an efficient & flexible manner, staff recommends that the City enter into agreements with two (2) firms for an “On-Call” list. The Central Services Department solicited proposals from a number of consulting firms that specialize in various disciplines necessary for A & E projects as well as some master planning services. This “On-Call” list model is utilized for other types of professional consulting services successfully in both the Engineering & Planning Departments.
- When services of a consultant become necessary a consultant on the “On-Call” list is selected based on expertise in the project or subject matter, workload, and administrative goals. The consultant will present the City with a proposal (based on their awarded contract pricing) with projected staff-hours and costs. If the proposal is acceptable based on the project's scope of services and costs, a purchase order will be issued. It should be noted that for some specialized work, or a particular project, the City always has the option and may consider requesting proposals for said work.
- Staff from Central Services, Special Services and Public Services reviewed (for qualifications, experience & pricing), ranked all responses, interviewed the top five (5) ranked firms, and checked references and is recommending awarding as needed service agreements with Hubbell Roth & Clark, Inc. and Lindhout Associates Architects Partnering with IMEG Corporation. The recommended firms were selected based on their qualifications, experience, and overall past performance. Staff is confident that both recommended firms can provide quality services to assist the City of Farmington Hills with current and future projects.
- Funding for these expenses are budgeted in the Capital fund or General Government departmental operating accounts and will be approved as part of the annual budget process..

RFP EVALUATION/TABULATION -ATTACHED

RECOMMENDATION

In view of the above, it is recommended that City Council authorize the City Manager to approve contracts and issue purchase orders to Hubbell Roth & Clark, Inc. and Lindhout Associates Architects Partnering with IMEG Corporation., for one (1) year, for Architectural & Engineering Services for City Facility Projects and for five (5) each one-year terms under the same terms and conditions, utilizing their contract price escalator, by mutual consent between the City of Farmington Hills and the firms.

Prepared by: Michelle Aranowski, Senior Buyer
 Approved by: Kelly Monico, Director of Central Services
 Approved by: Karen Mondora, Director of Public Services
 Approved by: Ellen Schnackel, Director of Special Services
 Approved by: Gary Mekjian, City Manager

FIRM NAME(S)	CITY/STATE	GENERAL INFORMATION, FIRM QUALIFICATIONS & TEAM	PRICING - SAMPLE 8 HOUR PROJECT	VALUE ADDS	PROPOSAL SCORE	REFERENCES	PROPOSAL & REFERENCE SCORE	INTERVIEW	TOTAL PROPOSAL & INTERVIEW
HUBBELL, ROTH & CLARK, INC.	BLOOMFIELD HILLS MI	38 Complete. Established in 1915. Specialize in infrastructure, environment & enhancing facilities. 260 employees. Qualified? Experience in conventional & non-conventional projects, niche services, assessment of fixing roof & envelope issues. About the Team? Adrianna Melchior will serve as Project Manager and Main POC, over 20 years experience. Customer Service Approach? 9.2 out of 10 average, at the end of a project. Based on 2020 projects. Pay attention to client needs, ever evolving customer service and well defined management process is the reason for client satisfaction. Contracts terminated before expiration date? No. Claims, settlements, arbitrations, etc.? No Any pending legal action:? Yes, Great Lakes Custom Builder vs HRC Accusation of a Survey error, in mediation \$38,000. Exceptions to the contract? No. Subcontractors? EAM Engineers, Inc. (-2 pending litigation)	18 \$543.00 Lowest price (-2 for multiplier)	10 Forensic engineering-type services & building assessments, HVAC operational problems, electrical systems trouble shooting, 3D laser scanning to facility issues.	66	30 City of Berkley, City of Howell, City of Warren	96	51	147
OHM	LIVONIA MI	33 Complete. Established in 1962. Team of 550+. Full service capabilities under 1 roof. Qualified? Serving F.H. for decades as Consulting Eng. In house mechanical, electrical & structural designers ability to design new and renovate. Specialized team in historic preservations. About the Team? George Tsakoff will be the P.O.C. and Christopher Ozog. Customer Service Approach? Did not rate themselves. Right level at the right time. Contracts terminated before expiration date? Yes, there are 4 listed, please refer to response. Claims, settlements, arbitrations, etc.? Yes, there are 3 listed, please refer to response. Any pending legal action:? Yes, there is 1 listed, please refer to response. Exceptions to the contract? No. Subcontractors? None. (-2 didn't rate themselves), (-5 lot of claims and arbitration)	16 \$668.00 Second lowest (-2 for multiplier)	10 Renderings, Furniture & equipment planning and procurement, on-site observation, as-build drawings facility assessments & reports, code analysis, feasibility study, interior design, space planning	59	28 Cities of Livonia, Troy, Southfield, and Rochester Hills. (-2 City of FH SS was not happy with the P & R Master plan experience)	87	45	132
LINDHOUT ASSOCIATES ARCHITECTS MEEC (CONSULTANT)	BRIGHTON MI	38 Complete. Established in 1969. Is a combination of LAA & MEEC of Plymouth. They have worked together on 160 projects. Qualified? In 2010 revitalized FH City Hall 37% increase in size and reduced energy 54% received AIA award. Large collaboration cafe w/ self tinting windows. Completed Masco World Headquarters. About the Team? Dave Richardson-Project manager and Principal, Michael O'Leary, RA-main contact, Jordan Koenig-Electrical Eng., Holly Osterhout- Project Architect and 4 additional A & E contacts. Customer Service Approach? 9 out of 10. Always could do a little better. Repeat work for I.H.A, Masco Corp., Highland Twp. reflects their attention to the customer, follow through and inspection. Online archi-office can provide day to day updates for project status and billings. Contracts terminated before expiration date? No. Claims, settlements, arbitrations, etc.? No. Any pending legal action:? No. Exceptions to the contract? No Subcontractors: MEEC Engineering, Paradis Structural Engineering. (-2 unclear why they submitted 2 responses)	10 \$1,760.00 Tie for fifth Lowest (-2 multiple price adjustments)	10 LEED and/or Energy saving reports for potential renovations or additions, video game type 3D animations to simulate projects, custom shade tree benefit report, building electrification studies for potential renovations or new builds, cost segregation studies for municipal style depreciations	58	30 Livingston County, Highland Township, City of Farmington Hills, and City of Brighton.	88	41	129
LINDHOUT ASSOCIATES ARCHITECTS IMEG	BRIGHTON MI	36 Complete. Established in 1969. The Farmington Hills office is a combination of Desai Structural Eng. Firm and IMEG. Qualified? In 2010 revitalized FH City Hall 37% increase in size and reduced energy 54% received AIA award. 3D modeling & simulations. About the Team? Peter Papanikolaou-Executive in Charge, Dave Richardson-Project manager and Principal, Jing Xu-Sen. Mechanical Eng., Chris Edward-Sen. Electrical Eng. and 4 additional A & E contacts. Customer Service Approach? 9.5 out of 10. Always could do a little better. Repeat work for St. Joe Mercy Health reflects their attention to the customer, follow through and inspection. Contracts terminated before expiration date? No. Claims, settlements, arbitrations, etc.? No for LAA. Yes for IMEG Group, the list is attached. Any pending legal action:? No. Exceptions to the contract? Original signatures from Papnikolaou or IMEG's certificate of insurance at this time. Both can be obtained at a later date. Subcontractors? LAA-IMEG (-2 unclear why they submitted 2 responses) (-2 litigation)	10 \$1,760.00 Tie for fifth Lowest (-2 multiple price adjustments)	10 LEED and/or Energy saving reports for potential renovations or additions, video game type 3D animations to simulate projects, custom shade tree benefit report, building electrification studies for potential renovations or new builds, cost segregation studies for municipal style depreciations	56	30 Livingston County, Highland Township, City of Farmington Hills, and City of Brighton.	86	52	138

FIRM NAME(S)	CITY/STATE	GENERAL INFORMATION, FIRM QUALIFICATIONS & TEAM	PRICING - SAMPLE 8 HOUR PROJECT	VALUE ADDS	PROPOSAL SCORE	REFERENCES	PROPOSAL & REFERENCE SCORE	INTERVIEW	TOTAL PROPOSAL & INTERVIEW
DLZ	DETROIT MI	33 Complete. Established in 1916. Over 90% of their work is with public agencies. #12 in the Top Local Government Sector Architecture Firms. Full service minority owned professional architectural & engineering consulting firm. Qualified? Bring fresh, creative & technically sound ideas to every project. Serving Oakland County for over 50 years. About the Team? Laurie Frey more than 20 years experience. Closely involved in all aspects of the project from conceptual design & planning through construction administration. Customer Service Approach? Did not rate themselves. 85% repeat customers. Since they are private, family owned company, they take more ownership in pleasing their customers. Contracts terminated before expiration date? No. Claims, settlements, arbitrations, etc.? No Any pending legal action:? No. Exceptions to the contract? No. Subcontractors: None (-2 didn't rank customer service) (-5 mostly civil Eng.)	2 \$2,160.00 Highest priced (-2 multiplier)	10 Survey Services, construction materials testing , landscape design, environmental services, asbestos inspection, GIS services, asset management, construction inspection, transportation planning	45	0 City of Detroit, West Bloomfield Township, Wayne County Department of Health, Human & Veterans Services.	0		45
DETROIT ARCHITECTURAL GROUP	WYANDOTTE MI	38 Complete. Wynn Design & Medium Cool Architects merged to become Detroit Architectural Group in 2016. Acquired Ventura & Assoc in 2020. Full A & E services, Architecture, Engineering and Site Design. Qualified? Ready for anything, firm and design partners are a good size to service the City. About the Team? Brandon Kritzman is the POC. He will always be the Principal-in-charge but may be the Project Manager or Project Architect based on complexity, scope and scale of project. Customer Service Approach? 8.5 out of 10. About 80% of their clients are repeat clients because of their high level of ratification. Contract terminated before expiration date? No. Claims, settlements, arbitrations, etc.? No Any pending legal action? No. Exceptions to the contract? No. Subcontractors? Fleis & Vandenbrink, Sellinger Associates, ETS Engineering. (-2 Newer company)	6 \$1,840.00 seventh lowest (-2 multiplier)	0 No Value Adds.	44	N/A Northville Township, City of Livonia, City of Novi.	44	N/A	44
SIDOCK GROUP INC.	NOVI MI	40 Complete. Established in 1974. Full services architectural design firm. 120+ employees. Core focus planning & designing engaging spaces & support systems. Qualified? They do not rely on outside firms for engineering & architectural that way they help control the budget and schedule. About the Team? Lead will be Emmanuel Kollias, Stacy Peterson senior consultant and 5 others. Customer Service Approach? 10. They have become an extension of the municipal staff and complete a project no matter what. Contracts terminated before expiration date? No. Claims, settlements, arbitrations, etc.? No. Any pending legal action:? No. Exceptions to the contract? No Subcontractors: None	4 \$1,968.00 Eighth lowest (-2 for multiplier)	0 Structural & Electrical Evaluations & reports, Mechanical Evaluations & Reports (HVAC & Plumbing), Water infiltration Studies & reports (roofs, walls & foundations), Environmental Evaluations & Reports (All part of the scope)	44	N/A Farmington Hills, Brownstown Charter Township, City of Livonia.	44	N/A	44

Questions	LINDHOUT ASSOCIATES ARCHITECTS/MEEC 11/29/2021 @ 11:00 A.M.	DICLEMENTE SIEGEL DESIGN 11/30/2021 @ 3:00 P.M.	HUBBELL, ROTH & CLARK, INC 12/1/2021 @ 2:00 P.M.	OHM 12/1/2021 @ 3:00 P.M.	LINDHOUT ASSOCIATES ARCHITECTS/IMEG 12/1/2021 @ 4:00 P.M.
State your role in the project and why each team member (including any sub consultants) was selected to be a part of this team?	Mike O'Leary, Dave Richardson, Amber Brewster- Mike O'Leary has been doing multiple projects for the City of Brighton- Interior Renovations, Streetscape type projects & other misc. renovations. Also working with Highland Township for new Township hall, Amber also helped on projects and is local in FH. MEEC was very late to the interview . They will be doing Engineering Mechanical, electrical & plumbing. MEEC specializes in small projects. Completed 164 projects with Lindhout. 2	Bart Reed Mechanical Engineer& Robert Armstrong Vice President of Architecture. Both work on projects. Depending on the nature of the projects specific team members are chosen. 35 people A & E. 4	Jane Graham - been with HRC since 1987 - works on industrial facilities. Also worked as Facility Manager for General Motors and Mahle. Adrianna Melchior - Associate, with HRC 9 years. Head of Architecture, commercial buildings. Worked with smaller A&E firms prior to HRC. Each bring different skill set. Both worked with many municipal clients and bring a good, unique perspective to each project. 5	George Tsakoff is the Principal in charge. Chris Ozog, Lauren Christenson, Sean Tabasco and Chris Riggert. Lots of experience locally. Depth in team. Interior and exterior and Engineering. They like to do energy efficient designs. Working on P & R Master plan. They want to provide innovative but practical solutions. 4	IMEG Peter - manages the MEP team. 48 Engineers including structural Engineers. 24 Years of experience. They have done multiple projects with IMEG. Amber & Holly are Licensed Architects and have done projects in Brighton, Highland Township. They love to do interior layout IMEG is in Farmington Hills and can stop by as needed during a project. They have a deep bench.. 5
Many of our project are retrofits. How do you deal with unforeseen conditions that arise during construction?	Analyze the problem, Explore different options. Run ideas by City. They are very flexible. 4	DSD - renovation projects are most of their work. They get to know buildings inside & out. Goal to make sure they don't throw away good working equipment just because you are renovating the building. They key is "where it makes sense." Lifecycle cost. 4	Complete a proactive approach and focus on solution. Spend a lot of time doing diagnosis of issue, come up with equitable solution which is feasible for everyone, work towards same goals. 5	They use software application PlanGrid to help plan retrofits. They will meet with contractors face to face to help evaluate options and bring resolution to team. 4	Analyze the problem, Explore different options. Run ideas by City. They are very flexible. They have done lot of retrofits. One recently was Faith Covenant. They managed to bring the building up to current standards of designee while keeping important features. 5
What type of projects does your company excel in? Are there any types of projects you feel are not in your wheelhouse?	A lot of experience with both new & retrofit. Working in an existing building makes an exciting puzzle. They enjoy doing that type of work. How to bring up to code, how so you meet the needs. We have done lots of different types of buildings, however if the project is Civil leaning then the City would possibly be directed elsewhere. 4	DSD has done a lot of work for Oakland County. They are not internally Civil or Structural. Subbing to IMEG, PEA & SME.They do a lot of office space & research facilities. They work a lot with maintenance people. They do have experience with historic buildings but do not specialize in historic preservation. Working with Ford on a 120 year old facility. 4	Park buildings (pavilions, restrooms, concession stands) municipal building renovations, historic buildings, have helped write performance specs for playground equipment. Auditoriums and high security areas they would bring in a consultant to help. 5	Our strength has been DPW building, office and City buildings. Their weaker areas might be Police & Fire Building. They might sub contract for that expertise. They do small & large projects. They do have experience with historic building. No capacity for brownfield projects. Our team is very collaborative. 3	They have quite the range. They can do small office renovations but just finished 125,000 Livonia medical Center with IMEG. With IMEG resources are available all over the Country. 5
Explain how you deal with different codes, i.e. building and fire? Do you outsource?	Dave is versed in code. Architects all responsible for code evaluation. MEEC will handle the same way. 3	As they begin a project the disciplined appropriate architect or engineer. Will look at scope and do a thorough code review. 3	Adrianna is a licensed plan examiner and completes the building plan review for Bloomfield Township. Familiar with codes and places high priority on code compliance. 4	All code review is done inhouse. Usually the project Architect and Technical leads review. 3	Every Engineer is expected to understand code. As soon as code changes, Engineers will review and present to the rest of the company. In addition they record sessions to have on file for reference. 5
How do you utilize AIA agreement? (structural)	Most of the projects are written on a proposal form - in house, but they can utilize AIA for appropriate projects as needed. 5	Most of the projects are written on a proposal form - in house, but they can utilize AIA for appropriate projects as needed. 5	Most of the projects are written on a proposal form - in house, but they can utilize AIA for appropriate projects as needed. Like to include as much information into the scope of work and make as detailed as possible. 5	Happy to do whatever can accommodate the City. 5	Most of the projects are written on a proposal form - in house, but they can utilize AIA for appropriate projects as needed. 5
Do you see any challenges with this agreement.	We have been doing this exact type of work with several such as Livingston County and Brighton. We are always excited to be involved. 5	They enjoy this type of agreement. As they get to know clients they become not just a designer but a resource for questions 5	No concerns 4	No challenges with agreement as stated. 4	Worked with Highland Township, City of Brighton...Als MASCO corporation. IMEG has Master Service agreement as well. 4
Describe a typical construction project and the types of issues your company is dealing with in today's market?	Meet with Owner, Find out needs, Document Engineering, Take the stated needs and put together a scope with some suggestions (i.e. best practices) Once in agreement put together schematic agreements...Can do 3D interior work, construction documents and work with owner on that process. 4	Meet with owner to understand scope. Work through a design, make sure everyone gives input. Next is construction documents and take it out to bid. They can help during the construction.. They model in 3D. 4	Cost escalation big issue right now. Uncharted territory. HRC is more attentive to scope and schedules to make sure clients needs and budgets are being met. Sometimes propose multiple plans/options for consideration due to current material shortages. 4	Design, schematic, construction documents, supervision, depending on project all or some of the steps. Look at material availability. Construction observation is as important as design. Passionate about functional start-up. Making sure the equipment is doing what its supposed to do and holding contractors responsible. 4	Getting an understanding the full scope of work. Always go back to the original scope so no creep. Do load calculations, how its controlled, how's it monitored. Maintenance would be the user group. Work with City on bidding, pre-bid meetings, answer questions, can analyze bids, post bid interviews and administer construction meetings, visit job site and project close out. 4

Questions	LINDHOUT ASSOCIATES ARCHITECTS/MEEC 11/29/2021 @ 11:00 A.M.	DICLEMENTE SIEGEL DESIGN 11/30/2021 @ 3:00 P.M.	HUBBELL, ROTH & CLARK, INC 12/1/2021 @ 2:00 P.M.	OHM 12/1/2021 @ 3:00 P.M.	LINDHOUT ASSOCIATES ARCHITECTS/IMEG 12/1/2021 @ 4:00 P.M.
Tell us about a time when a customer/owner was not satisfied with your work and how you resolved it?	If an error has taken place we will get it resolved. We will make sure everything is done correctly. Not specific. 3	Those times happen. We did a major renovation for Ford and had a consultant. Some things went wrong. They defended the client with the consultant. Philosophy is stick client. 5	Independence Township DPW - asphalt quantities were underestimated by half. Was HRC error. Owned up to mistake and paid for portion of additional cost. HRC recognizes mistakes happen but important to own up to it and resolve the issue. Use a teaching moment. 5	Had a fire station project where the design was more expensive than budget and worked with client to revise design to meet needs. Also had an issue with a masterplan but resolved. 5	St. Joe's electrical mistakes, identified corrections, met with project managers regarding omissions - paid for any re-work in correction. You shouldn't have to pay for work twice. In addition working with City on correcting something done when building was built. 5
Tell us what sets you apart from your competition.	Hands on. Always available for clients. Office is set up. Team is main contact through the whole project. Day 1 to very end. 5	Renovation is their specialty. They are experts in this area. Only 5-10% of their work is new construction, but most renovation. 5	Jane and Adrianna are the ones who are involved in the entire project, including design and the day to day work. They are both very hands on. Can handle large projects as well as small such as simple door replacements. Have flexibility. 5	The people on the phone call make the difference. They understand the clients and we respect that. WE can provide all services under one company (all disciplines). 5	They are excited about all projects and like to develop long term relationships. IMEG is employee owned. IMEG has the resources to respond quickly. They offer a lot of services. 5
Is there anything else you would like to share with us that would demonstrate your interest in and ability to enter into this relationship with The City of Farmington Hills?	Went over a power point which included several example projects. Lots of LEED certified projects. <i>As MEC was late we did not get a lot of information from them.</i> 2	Shared a Power point. Lots of municipal & education experience. They have completed recreation centers. We listen and listen again to make sure they understand. They stand behind the client. 5	Complete as-needed services for many municipal clients. Have a lot of experience. Any issue we may encounter, they may have already addressed with another client. 5	Aging facilities & working with communities to bring up to code & need is where we excel. Shared some slides including a list of "As-Needed" contract projects done in the last few years. 4	Shared a PowerPoint from IMEG- MEP Structural, MEP and some Civil. They also do commissioning. Majority of projects are under \$1M and will be come a trusted partner. Also presented an LA PowerPoint speaking to all the different types of projects. IMEG has specialized in pools & ice arenas. 5
TOTAL POINTS	41	48	51	45	52

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
December 13, 2021

SUBJECT: BID WAIVERS FOR INSTRUCTORS, SPEAKERS, ARTISTS, MUSICIANS AND PERFORMERS

ADMINISTRATIVE SUMMARY

- The Special Services Department contracts with instructors, speakers, artists, musicians, and performers to provide the community with unique educational, entertainment and training experiences.
- The City Charter requires sealed competitive bidding of commodities that individually or aggregately exceed \$10,000 in one fiscal year. The Charter also requires a waiver if it is in the best interest of the City to forgo competitively bidding a product or service. Bid waivers are requested for various reasons. In this case, the waiver is requested because the vendors that provide the services listed above are sole providers of their unique ability. Very often production rights to specific theater shows and musicals may cost upwards of \$10,000 and be exclusive to a licensing agent. In addition, band/musician tour routing is scheduled 1-2 years in advance.
- Bid waivers are an effective way to address unique procurement situations. Waiving the bid requirements allows staff to focus on other commodities where bidding would provide an economic or service improvement. In addition, some of these services require advanced booking of two (2)-three (3) years to ensure the providers are available. Waiving the bid process would allow staff time to plan, concerts, classes and events to meet vendor schedule deadlines.
- Independent contractor agreements will be utilized for all services to ensure vendors meet all City of Farmington Hills legal & insurance requirements.
- Funding for these services is provided in the Special Services operating account and offset by the revenue from said educational, entertainment and training experiences.

RECOMMENDATION

In view of the above, it is recommended that City Council authorize the City Manager to approve all independent contractor agreements and issue purchase orders for all budgeted instructors, speakers, artists, musicians, and performers for three (3) years.

Prepared by: Kelly Monico, Director of Central Services

Reviewed by: Ellen Schnackel, Director of Special Services

Approved by: Gary Mekjian, City Manager

MINUTES
CITY OF FARMINGTON HILLS
CITY COUNCIL MEETING
CITY HALL – COUNCIL CHAMBER
NOVEMBER 22, 2021 – 7:30 PM

The regular session meeting of the Farmington Hills City Council was called to order by Mayor Barnett at 7:32pm

Council Members Present: Barnett, Boleware, Bridges, Bruce, Knol, Massey and Newlin

Council Members Absent: None

Others Present: City Manager Mekjian, City Clerk Smith, Assistant City Manager Valentine, Directors Brockway, Gardiner and Mondora, Police Chief King, Fire Chief Unruh and City Attorney Joppich

PLEDGE OF ALLEGIANCE

Mayor Barnett led the pledge of allegiance.

APPROVAL OF REGULAR SESSION MEETING AGENDA

MOTION by Massey, support by Bruce, to approve the agenda as published.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, BRUCE, KNOL, MASSEY AND NEWLIN

Nays: NONE

Absent: NONE

Abstentions: NONE

MOTION CARRIED 7-0.

SELECTION OF MAYOR PRO-TEM

MOTION by Boleware, support by Bridges, to nominate Mary Newlin as Mayor Pro-Tem and to close nominations and cast a unanimous vote.

MOTION CARRIED 7-0.

PROCLAMATION RECOGNIZING NOVEMBER 27, 2021 AS SMALL BUSINESS SATURDAY

The following Proclamation was read by Council Member Bruce and accepted by Economic Development Director, Tia Brockway:

**PROCLAMATION
Small Business Saturday®
November 27, 2021**

WHEREAS, the City of Farmington Hills celebrates our local small businesses and recognizes that they create jobs, boost the local economy, and help to preserve our community; and

WHEREAS, according to the U.S. Small Business Administration, there are 31.7 million small businesses in the United States that represent 99% of all U.S. firms with paid employees, are responsible for 65% of net new jobs created since 2000, and

employ 47% of private sector employees, which equals over 61 million people;
and

WHEREAS, small business sales as a whole have reached 80% of pre-pandemic levels, but as our lives largely return to a new normal, the economic effects among the smallest of small businesses still linger; and

WHEREAS, consumers who shop on Small Business Saturday® are making a conscious commitment to support small, independently owned businesses and make purchases with a positive social, economic, and environmental impact; and

WHEREAS, for every dollar spent at local small businesses, on average 67 cents stays in the community, so consumers should shop or eat at independently owned businesses and purchase gift cards for local businesses, not just during the holiday season but year-round.

NOW, THEREFORE, BE IT RESOLVED, that I, Vicki Barnett, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby proclaim November 27, 2021 as **Small Business Saturday®** and urge our residents to support small businesses annually on the Saturday after Thanksgiving and throughout the entire year.

PROCLAMATION RECOGNIZING NOVEMBER 2021 AS LUNG CANCER AWARENESS MONTH

The following Proclamation was read by Council Member Knol and accepted by cancer survivor, Debbie Pickworth and her husband Bryan Pickworth and Fire Lieutenant, Jamie Neufeld:

**PROCLAMATION
Lung Cancer Awareness Month
November 2021**

WHEREAS, it is estimated that there will be 235,760 new cases of lung cancer in the U.S. in 2021 with lung cancer being the second most common form of cancer in both men and women (not counting skin cancer), and the leading cause of cancer deaths in Michigan; and

WHEREAS, smoking is associated with about 90% of lung cancer deaths nationwide, but fortunately the number of new lung cancer cases and deaths continue to decrease due to smoking cessation and advances in screening, early detection, and treatment; and

WHEREAS, daily tobacco usage accounts for 11.7% of cases in women and 14.4% of cases in men, but 10 to 20% of cases occur in people who have never smoked, and these can be caused by exposure to radon, secondhand smoke, air pollution, family history of lung cancer, and can also develop in people with no known risk factors for the disease; and

WHEREAS, according to a multi-year study by the National Institute for Occupational Safety and Health, firefighters have a higher risk of lung cancer than the general population due to occupational exposure, and therefore the Farmington Hills Fire

Department stresses the importance of using approved respiratory protection during all phases of firefighting; and

WHEREAS, educating people at risk for lung cancer and increasing awareness among healthcare providers about the importance of annual lung cancer screenings is vital to reducing the impact of this devastating disease.

NOW, THEREFORE, BE IT RESOLVED that I, Vicki Barnett, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby proclaim November 2021 as **Lung Cancer Awareness Month** in the City of Farmington Hills, and urge all citizens to learn about risk factors, talk to their physicians about early screening, and if diagnosed, become aware of ways to improve their chances for survival.

CORRESPONDENCE

The following correspondence was acknowledged regarding the following:

CONSENT AGENDA

MOTION by Bridges, support by Massey, to approve consent agenda items #10 and #11.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, BRUCE, KNOL, MASSEY AND NEWLIN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

MOTION by Bridges, support by Massey, to approve consent agenda items #12 and #13.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, KNOL, MASSEY AND NEWLIN
Nays: NONE
Absent: NONE
Abstentions: BRUCE

MOTION CARRIED 6-0-0-1.

PUBLIC QUESTIONS AND COMMENTS

Joe LaRussa, Member of the Broadband Task Force, provided a summary presentation of the Smart Cities Conference he attended and requested that the Broadband Task Force is extended until at least June, 2022 to follow up on these initiatives as they pertain to the city-wide broadband.

In response to Council, Mr. LaRussa stated that he feels both Farmington and Farmington Hills will be in a good position to receive a Smart Cities designation as well as other designations. He indicated that the Infrastructure Bill may provide opportunities for planning and funding.

COUNCIL MEMBERS COMMENTS AND ANNOUNCEMENTS

The following announcements were made:

- Wishes for a Happy Thanksgiving
- The following Holly Days events were being held in downtown Farmington:

- Farmers Market on Saturday, November 27th from 10am-4pm that will include a visit from Santa
- Parade of Lights on December 4th followed by the Holiday Tree Lighting from 6-8pm
- Toys for Tots collection on Saturday, December 11th
- Harry Potter Holiday Skate on December 31st from 8pm-12am
- Residents were encouraged to shop local and support the small businesses
- Concern over internet outages and request for a study session with Spectrum to discuss the frequent outages

CITY MANAGER UPDATE

City Manager Mekjian provided the following update:

- Requested that internet outages are reported to City Manager's office
- City offices will be closed Thursday and Friday, November 25th and 26th for the Thanksgiving holiday
- Tuesday, December 7th is the Annual Holiday Lights Ceremony starting at 6:30pm
- There is no garbage, recycling or yard waste pick up on Thursday, November 25th, therefore pick up will be delayed one day starting with the Thursday pick-up
- Fall yard waste pick-up ends the week of December 13th
- Farmington Road is closed for emergency repair at 11 Mile Road and it is expected to be open by the end of the week or early next week

PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION OF AUTHORIZING THE CONVERSION OF ROCKSHIRE AVENUE, EDGEMOOR STREET AND BRAMWELL STREET FROM GRAVEL TO HARD SURFACE. CMR 11-21-111

Karen Mondora, Director of Public Services, explained the city policy and process for gravel road conversion. She explained that the original petition initiated and signed by residents of the subdivision showed 60% of the residents supported more information on the potential project. Following the informational meeting, a 2nd petition was distributed and mailed to all of those not in attendance at the meeting and there was again 60% in support of the project at that time. There was a change in ownership for one property after that time and the city has not heard from that owner to date so if they were removed from the calculations, there would still be 56% of the residents in favor of moving forward with the project.

Mayor Barnett opened the public hearing. She acknowledged an email from Brittany Connors and letters from her daughters Kiera (7) and Lena (4) all expressing their support for the project.

Seth Connors, Rockshire, acknowledged his daughters letters and voiced his support at the meeting for the project.

Mitchell Swindell, Bramwell, stated that he originally voted against the paving but now would not mind the roads being paved but asked that the city consider the impact and restoration of the native perennials along the roadway.

Director Mondora stated that staff would be sure to take that into consideration during the design phase. Mayor Barnett also mentioned that the city has a tree replacement policy for trees of a certain size.

The following residents also expressed their strong support for the paving project;

Michael Rande, Edgemoor
Vince Lee, Bramwell

Larry Masumy, resident, stated that he owns property on Orchard Lake Road and had questions about splitting the property.

Director Mondora stated that Planning and Community Development Director, Ed Gardiner, could speak with him regarding that issue following the meeting as it is a separate issue from the paving project.

There being no further comments, Mayor Barnett closed the public hearing.

MOTION by Bruce, support by Boleware, that the City Council of Farmington Hills hereby authorize the conversion of Rockshire, Edgemoor, and Bramwell from gravel to hard surface, and

FURTHER RESOLVED, that the City staff identify a specific project schedule for this conversion consistent with the Capital Improvement Program and within the City's Local Road budget and also accounting for any specific issues presented by this conversion.

MOTION CARRIED 7-0.

NEW BUSINESS

CONSIDERATION OF APPROVAL OF APPOINTMENTS TO THE COMMISSION ON CHILDREN, YOUTH AND FAMILIES.

MOTION by Bridges, support by Boleware to approve the following appointments:

Commission on Children, Youth and Families:

	Length of Term:	Term ending:
Marie Sarnacki	Unexpired term	February 1, 2023
Ms. Sarnacki will fill the unexpired term of Sean De Four who resigned in October 2021.		
Tammy Luty	Unexpired term	February 1, 2022
Ms. Luty will fill the unexpired term of Mitch Seelye who moved out of the City in 2021.		

MOTION CARRIED 7-0.

CONSIDERATION OF APPROVAL OF THE TRANSFER OF OWNERSHIP AND LOCATION OF A CLASS C LIQUOR LICENSE TO KENKEN GLOBAL, INC. TO BE LOCATED AT 38479 W. 10 MILE ROAD.

Kelly Allen, Attorney for the applicant, explained the request to transfer ownership and location of the Class C liquor license to KenKen Global, Inc. She acknowledged the owners present in the audience and was available for any questions.

MOTION by Massey, support by Knol, that the City Council of Farmington Hills hereby recommends APPROVAL to the Michigan Liquor Control Commission for the request from KenKen Global Inc. for the transfer of ownership of a 2021 Class C Liquor License with Sunday Sales Permit (PM) for Class C License – Spirits and Mixed Spirit Drink and Entertainment Permit from Aroma Indian Cuisine LLC, and transfer of location from 29208-29210 Orchard Lake Road, Farmington

Hills to 38479 W. 10 Mile Road, Farmington Hills and to cancel the Sunday Sales (PM) for Class C License – Spirits and Mixed Spirit Drink and Entertainment Permits.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, BRUCE, KNOL, MASSEY AND NEWLIN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF PLANNED UNIT DEVELOPMENT 1, 2021 AGREEMENT FOR MANOR SENIOR LIVING LOCATED AT 31252 TWELVE MILE ROAD.

Ed Gardiner, Planning and Community Development Director, explained that City Council approved the Planned Unit Development (PUD) Plan and site plan for this property at their meeting on June 28, 2021 for senior living. He noted the conditions of the easements mentioned at that time have been included as part of the proposed PUD agreement before Council this evening. Suggestions at the previous Council meeting included additional open space, charging stations and possibly solar panels. The PUD agreement includes additional open space by removing 10 parking spots and 4 charging stations. He added that the attorneys for both the city and proponent drafted and reviewed the agreement before Council this evening.

Suggestions or concerns of Council included:

The overbuilding of senior facilities in the city in general
Suggestion that the property is only prepped for charging stations rather than requiring the installation or limiting the number of charging stations required to only 2 with the potential for more if needed
Questioned why solar panels were not included

Doug Boehm, Proponent for Manor Senior Living, mentioned that he added more green space by removing 10 parking spots and would be willing to reduce the number of charging stations if desired. He also mentioned that he was working with a company on the solar panels and the cost would be \$450,000 with a payback of 24 years so he was not comfortable including that in the agreement at this time but is open to revisiting that issue in the future.

MOTION by Knol, support by Bridges, that the City Council of Farmington Hills hereby approves the Planned Unit Development 1, 2021 Agreement for Manor Senior Living located at 31252 Twelve Mile Rd.

Discussion was held by Council on the proposed development not being compatible for the location as an entryway to the city. Some members of Council agreed it was not the ideal development for the area but that there were not viable alternative options at this time for this location.

MOTION CARRIED 4-3 (Boleware, Bruce and Massey opposed)

CONSENT AGENDA

RECOMMENDED APPROVAL OF ASSIGNMENT OF EASEMENTS TO THE DRAINAGE BOARD FOR THE EVERGREEN-FARMINGTON SANITARY DRAIN DRAINAGE DISTRICT. CMR 11-21-112

MOTION by Bridges, support by Massey, that the City Council of Farmington Hills hereby authorizes the City Manager and City Clerk to sign the Assignment of Easements to the Evergreen-Farmington Sanitary Drain Drainage District.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, BRUCE, KNOL, MASSEY AND NEWLIN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF PURCHASE OF A 2022 FORD POLICE INTERCEPTOR WITH SIGNATURE FORD IN THE AMOUNT OF \$34,129. CMR 11-21-113

MOTION by Bridges, support by Massey, that the City Council of Farmington Hills hereby authorizes the City Manager to issue a purchase order to Signature Ford for a 2022 Ford Police Interceptor in the amount of \$34,129 and a purchase order for all replacement equipment for said vehicle in an as yet undetermined amount.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, BRUCE, KNOL, MASSEY AND NEWLIN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF THE CITY COUNCIL STUDY SESSION MEETING MINUTES OF NOVEMBER 8, 2021

MOTION by Bridges, support by Massey, that the City Council of Farmington Hills hereby approves the City Council study session meeting minutes of November 8, 2021.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, KNOL, MASSEY AND NEWLIN
Nays: NONE
Absent: NONE
Abstentions: BRUCE

MOTION CARRIED 6-0-0-1.

RECOMMENDED APPROVAL OF THE CITY COUNCIL REGULAR SESSION MEETING MINUTES OF NOVEMBER 8, 2021.

MOTION by Bridges, support by Massey, that the City Council of Farmington Hills hereby approves the City Council regular session meeting minutes of November 8, 2021.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, KNOL, MASSEY AND NEWLIN
Nays: NONE
Absent: NONE
Abstentions: BRUCE

MOTION CARRIED 6-0-0-1.

ADDITIONS TO AGENDA

There were no additions.

ADJOURNMENT

MOTION by Bridges, support by Massey, to adjourn the regular session City Council meeting at 9:10pm.

MOTION CARRIED 7-0.

Respectfully submitted,



Pamela B. Smith, City Clerk