

AGENDA
CITY COUNCIL STUDY SESSION
MARCH 28, 2022 – 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. [Amendments to Smoking Lounge Ordinance](#)
4. 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.



Smoking
Lounge
Licensing
Ordinance

FARMINGTON HILLS
POLICE





Summary

- Public Safety concerns at Hookah Lounges have escalated at a National, State and Local level.
- Ongoing issues with violent crime occurring at the Farmington Hills Hookah locations date back to 2014.



Summary

Since 2014, the Farmington Hills have responded to over 100 incidents at five of the six Farmington Hills Hookah lounges.

➤ Incidents have included:

- Homicide
- Shootings
- Stabbings
- Flee and Eluding (foot and vehicles)
- Assault on Police Officers
- Weapon Offenses
 - (Handgun & Assault Rifles)
- Narcotics Possession & Trafficking
- Drunk Driving
- Fighting
- Stolen Vehicles
- Urinating in Public



Analysis

An Analysis of these crimes, at and linked with the identified Farmington Hills Hookah Lounges indicate violent crime:

- increasing in frequency
 - escalating in violence
 - Increases with the later operational times of these businesses
-
- 26% of these Calls For Service (CFS) before 10 p.m.
 - 21% of all CFSs are occurring after 10:00 p.m.
 - 53% of all CFSs are occurring after 12:00 a.m.

Violence at the National Level

Las Vegas: 2/26/22



Youtube: 8 News Now Las Vegas

Violence at the State Level

Hamtramck: 12/23/2018



Youtube: [Click on Detroit Local 4](#)



Vibe Hookah Lounge – 32617 Northwestern Hwy



O'Hookah Lounge – 27849 Orchard Lake



Lush Hookah Lounge – 28970 Orchard Lake Road

Current FH Hookah Lounges



Demashq Hookah Lounge – 28857 Orchard Lake Road

PREVIOUS/CLOSED Hookah Lounges: Farmington Hills



iHookah Lounge – 32617 Northwestern Hwy

EXHALE



Exhale Hookah Lounge– 28970 Orchard Lake Road



Vibe Hookah Lounge – 32617 Northwestern Hwy

- The Farmington Hills Police Department has responded to Vibe 20 times since 2018.

➤ Incidents include:

- Homicide
- Shootings
- Stabbings
- Flee and Eluding
- Assault on Police Officers
- Weapon Offenses
- Narcotics Arrest & Trafficking
- Drunk Driving
- Fighting
- Stolen Vehicles
- Shots Fired
- Tampering W/A Crime Scene



O'Hookah Lounge – 27849 Orchard Lake

- The Farmington Hills Police Department has responded to O'Hookah 51 times since 2014.

➤ **Incidents include:**

- Shootings
- Stabbings
- Flee and Eluding
- Assault on Police Officers
- Weapon Offenses
- Narcotics Arrests
- Drunk Driving
- Fighting
- Stolen Vehicles
- Shots Fired



Lush Hookah Lounge— 28970 Orchard Lake Road

- The Farmington Hills Police Department has responded to Lush 18 times since 2018.

➤ Incidents include:

- Shootings
- Weapon Offenses
- Drunk Driving
- Fighting
- Shots Fired



Demashq Hookah Lounge – 28857 Orchard Lake Road

***The Farmington Hills
Police Department has not
responded to any CFSs at
Demashq, since it opened
in 2019.***



iHookah Lounge – 32617 Northwestern Hwy

- The Farmington Hills Police Department has responded to iHookah 11 times between 2014 & 2017.

➤ **Incidents include:**

- Robbery
- Flee & Elude
- Assault and Battery
- Malicious Destruction of Property
- Obstruct Police
- Stolen Vehicle
- Narcotics

EXHALE



Exhale Hookah Lounge— 28970 Orchard Lake
Road

The Farmington Hills Police Department responded to Exhale Hookah 2 times between 2014 & 2016

- They allowed minors to smoke a hookah in the building and were investigated for: **Sell, Give, Furnish Tobacco Products to person under 18 years of age.**



iHookah
Lounge Robbery

16-3277

2/7/16



Summary

- Two unknown suspects started a fight with the victims in the lounge. After, they waited for the victims to leave. In the parking lot, each suspect armed with handguns approached the victims.
- They pointed guns at the victims and demanded they empty their pockets.
- The victims were able to run away from the suspects.
- Suspects were never identified.
- Multiple empty liquor bottles were also found in the parking lot.

iHookah Lounge Homicide

16-3277

2/7/16



OAKLAND COUNTY

3 arrested in Farmington Hills apartment shooting

The Detroit News

Published 12:57 p.m. ET Oct. 19, 2018 | Updated 4:52 p.m. ET Oct. 19, 2018

[View Comments](#)



Farmington Hills — Police have arrested three people suspected in a Monday shooting at an apartment complex that left one man dead and another injured.

Detroiters Maliek Thomas Williams, 20; Jamir Dmarco Brown-Gray, 22 and Steven Doinelle Davis, 19 were charged in the slaying death of Alex Ward, 22.

Ward shot to death at the Retreat at Farmington Hills Apartments, located on 12 Mile west of Middle Belt. Another man was also shot, according to police.

Brown-Gray and Davis have been charged with eight counts: Open murder, assault with intent to murder; possession of a firearm in the commission of a felony; possession of a firearm; discharge of a weapon in or at a building causing injury; discharge of a weapon in or at a building causing death against Brown-Gray and Davis.

Williams was charged the same charges plus possession of a firearm by a felon



Jamir Dmarco Brown-Gray Oakland County Prosecutor's Office

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Advertisement

The Detroit News

Vibe Lounge- Confrontation leads to Homicide

18-33712

10/15/18



Summary

- The suspects and victim were involved in a confrontation at Vibe Hookah Lounge prior to the shooting.
- Once leaving, the three suspects approached the victim's apartment in Farmington Hills and opened fire.
- One victim was fatally shot, and another victim was shot in the leg and survived.
- Three suspects were arrested and charged.
- The three suspects were found guilty of murder and sentenced to prison.

Vibe Lounge Homicide

18-33712

10/15/18



OAKLAND COUNTY

Man hospitalized in shooting outside Farmington Hills hookah lounge



Evan James Carter
The Detroit News

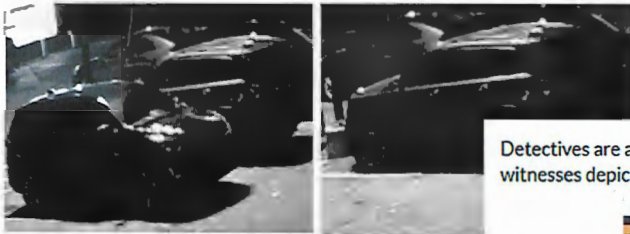
Published 8:29 p.m. ET Nov. 12, 2019 | Updated 10:11 p.m. ET Nov. 12, 2019

[View Comments](#)



Farmington Hills — A dispute outside a hookah lounge led to gunfire Sunday and left a man hospitalized, police said.

Farmington Hills police are investigating a shooting that officers say occurred after a dispute at about 2 a.m. Nov. 10 in the parking lot of the Lush Hookah Lounge on Orchard Lake Road between 12 and 13 mile roads.



The Detroit News

Detectives are also seeking the public's assistance with the identities of potential witnesses depicted in the photos taken near the time of the shooting.



Detectives are also seeking the public's assistance with the identities of potential witnesses depicted in the photos taken near the time of the shooting. (Credit: Farmington Hills Police Department)

Anyone with information related to this incident is asked to call the Farmington Hills Police Command Desk at 248-871-2610.

Lush Hookah Lounge Shooting

19-31838

11/10/2019



Summary

- A group of individuals came to the hookah lounge.
- When the group left, they were targeted by another group.
- A rolling gun battle ensued where over 18 rounds were fired from handguns and assault rifles.
- A 19-year-old female was struck with a bullet and taken to the hospital.
- Neighboring businesses were also struck by the indiscriminate gunfire.
- The 19-year-old recovered from the injury and did not want to cooperate with the investigation.

Lush Hookah- Lounge Attempted Murder

19-31838

11/10/2019





Stabbing Victim's Bloody Clothing

Vibe Hookah Lounge Stabbing

19-33217

11/23/2019



Summary

- A large fight between customers erupted in the hookah lounge.
- Police were not summoned at that time.
- Later, a 26-year-old male involved in the fight was stabbed multiple times while he was leaving the hookah.
- The victim refused to truthfully cooperate in the investigation.

Vibe Hookah Lounge Stabbing

19-33217

11/23/2019





Vibe Hookah
Lounge Shooting

20-22547

10/3/20



Summary

- A large group altercation which began at Vibe Hookah, continued to the Shell station at Northwestern and Middlebelt.
- While one group was at the station, a SUV stopped on NW and opened fire on the parking lot with an assault rifle, firing at least 6 rounds at the group.
- A vehicle and the business were struck by bullets.
- All parties left before police arrived. (see video)

Vibe Hookah Lounge Shooting

20-22547

10/3/20



Vibe Hookah Lounge Shooting

20-22547

10/3/20



Vibe Hookah
Lounge Stolen
Firearm Arrest

20-23237

10/11/20



Summary

- An officer observed the vehicle leaving the hookah lounge with an equipment violation.
- The officer performed a traffic stop.
- The 21-year-old driver did not have a valid driver's license and was arrested.
- During a search of the vehicle, the officer located two handguns.
- Both guns were reported as **STOLEN** out of Detroit and Warren.

Vibe Hookah
Lounge Stolen
Firearm Arrest

20-23237

10/11/20





Vibe Hookah
Lounge Shooting

20-24402

10/24/20



Summary

- An unknown male and his group created a disturbance and staff asked he group to leave the hookah lounge.
- A male in the group began threatening staff, stating “we’re going to air this place out.”
- The male went to his vehicle and retrieved an AK-47 assault rifle and shot it in the air.
- The group then drove off.

Vibe Hookah
Lounge Shooting

20-24402

10/24/20





O' Hookah
Lounge CCW

21-7190

3/20/21



Summary

- Officers responded to the hookah lounge on a report that multiple gunshots were being fired.
- An officer saw a vehicle flee the lounge at a high rate of speed and made a traffic stop.
- A 26-year-old male was arrested after a handgun was located.

O' Hookah
Lounge CCW

21-7190

3/20/21



Summary

- Due to increased criminal activity, FHPD Patrol and Directed Patrol were detailed to the location.
- Officers observed a Dodge Durango enter the lot that was reported as stolen out of Detroit.
- Surveillance on the vehicle was established.
- A male and female left the hookah lounge and entered the vehicle.
- FHPD and SONIC Detectives attempted to stop the vehicle.
- The vehicle drove at officers, striking a police vehicle and was able to pull away.

O'Hookah Lounge
FA-Police/Stolen
Vehicle

21-7525

3/24/21



Summary(cont.)

- The vehicle led numerous officers on two separate pursuits.
- The second pursuit was ended by an intentional Police Immobilization Technique.
- The 25-year-old driver, escaped the vehicle and fled on foot.
- The suspect was arrested by officers after a foot pursuit.
- The suspect was out on bond for another felony, as he is suspected of being the shooter involved in an Attempted Murder at Somerset Mall in Troy.

O'Hookah
Lounge FA-Police/Stolen
Vehicle

21-7525

3/24/21





O'Hookah Lounge:
FA-Police/Stolen
Vehicle

21-7525
3/24/2021



Youtube: [Click on Detroit – Local 4](#)

O'Hookah
Lounge Flee & Elude

21-8193

3/31/2021



Summary

- An officer attempted to make a traffic stop on vehicle leaving the hookah lounge.
- The vehicle failed to stop.
- The officer was unable to identify the driver.
- Warrant denied.

O'Hookah
Lounge Flee & Elude

21-8193

3/31/2021



O'Hookah
Lounge CCW



21-8287

4/2/2021



Summary

- Directed Patrol Unit and SONIC were conducting surveillance at the Hookah Lounges due to all the recent incidents.
- They observed a parked vehicle wanted for a Flee and Elude incident out of St. Clair Shores.
- The driver returned to the vehicle and attempted to leave the scene.
- Officers located a Glock in the vehicle.
- The 31-year-old driver was arrested for CCW.

O'Hookah
Lounge CCW

21-8287

4/2/2021



O'Hookah
Lounge Shooting

21-8986

4/10/2021



Summary

- Officers responded on a report of multiple gun shots fired.
- Video showed the occupants of a vehicle fired at least six-9mm rounds while driving through the parking lot.
- A parked vehicle was struck by a bullet.
- The suspects all fled the scene
- Investigator were unable to have identify and victims or cooperating witnesses.

O'Hookah
Lounge Shooting

21-8986

4/10/2021



Summary

- An officer attempted to make a traffic stop while a suspicious vehicle, believed to be connected to a fight as the occupants were leaving the hookah lounge.
- The suspect failed to stop.
- OCPO denied the warrant, stating it was too short of a “flight”.

O’Hookah
Lounge Flee & Elude

21-25645

8/21/2021





video

O'Hookah
Lounge Flee & Elude

21-25645

8/21/2021



Summary

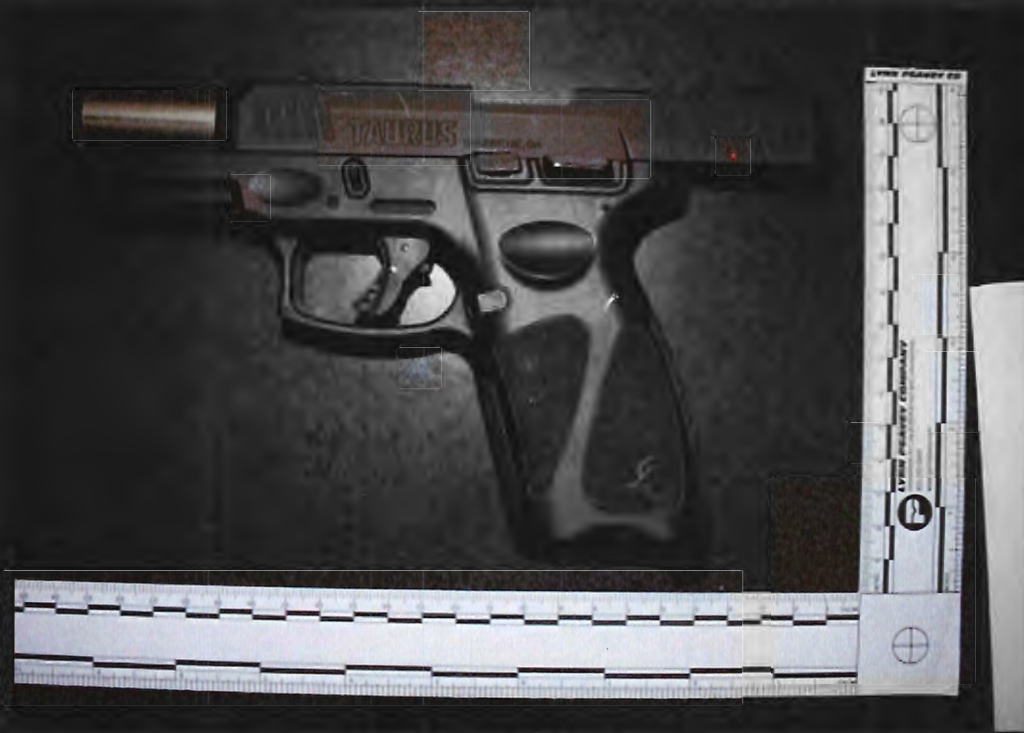
- An officer conducted a traffic stop when the driver left the hookah lounge.
- The driver had a handgun magazine in his hand.
- The vehicle contained two handguns and an assault rifle in the vehicle.
- The 25-year-old driver was arrested.

Vibe Hookah
Lounge CCW

21-31779

10/8/21





Vibe Hookah
Lounge CCW

21-31779

10/8/21



Vibe Hookah
Lounge CCW

21-31779

10/8/21



Summary

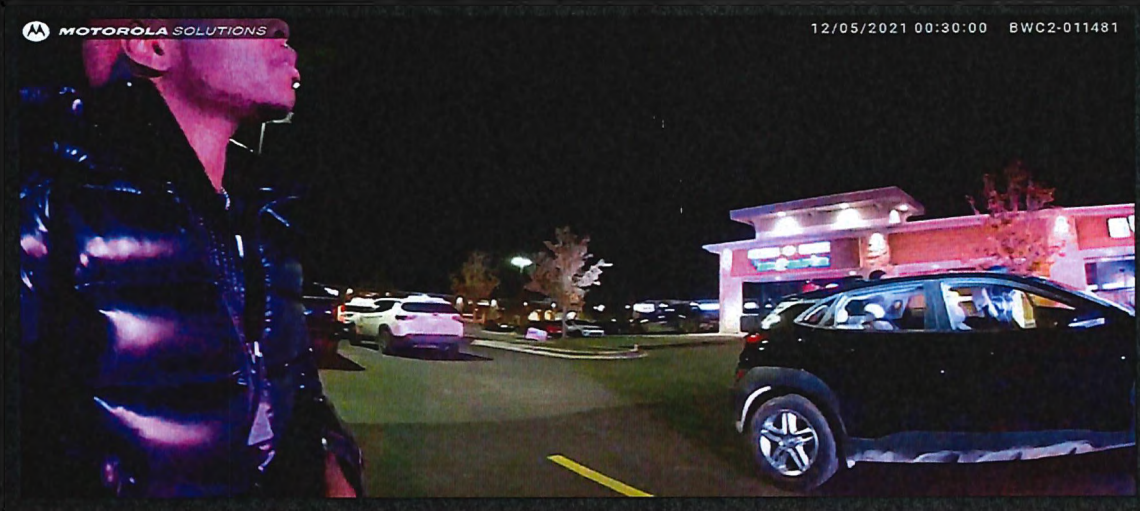
- An officer attempted to stop this vehicle in the parking of the hookah lounge.
- The passenger started fighting with the officers.
- The suspect was arrested.
- Three guns were located in the vehicle.
- One of the guns was used in a Detroit murder.

O' Hookah
Lounge CCW/R&O

21-38769

12/5/21



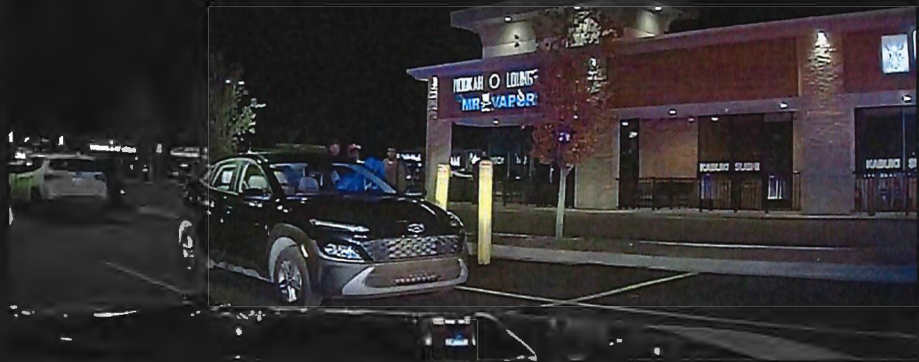


O' Hookah
Lounge CCW/R&O

21-38769

12/5/21

BWC and In-Car Video of
Suspect Fighting with the
police



**Guns connected to a Homicide and several
shootings in the Detroit Area**

O' Hookah
Lounge CCW/R&O

21-38769

12/5/21





Vibe Hookah
Lounge
Shooting
21-32100





Summary of Events

January 29, 2022, at 2:10 AM



- Suspect # 2 (S2) and Suspect 1# (S1) were inside Vibe Hookah.
- Victim #1 (V1) entered and had his back turned.
- S2 provided S1 a Handgun. S1 then sucker punched V1. Victim #2 (V2) intervened and attempted to break up the fight.
- S1 discharged at least two rounds. One struck V1 in the groin the other struck V2 in the thigh. S1 then gave the gun back to S2 and both left.
- The staff at Vibe mopped up all blood and picked up the shell casings and then left with the evidence.
- Both victims drove themselves to an area hospital where they were untruthful about the incident.
- Both were treated and released within hours.



Summary (continued)

- A search warrant was written and obtained for the DVR system from Vibe Hookah lounge.
- Stills of the two suspects were released to media.
- A tip was received that the shooter (Suspect #1) is Devonte Johnson.
- A tip was received that Suspect #2 is Laquan Holloway.
- On February 2nd, Johnson was taken into custody by the U.S. Marshals who confessed to the shooting



The Shooter:
Devonte Chavez Johnson

B/M 9/25/93



Warrants Issued for:

- 2 counts of Assault Causing Great Bodily Harm , a 10-year, Felony
- 3 counts of Possession of a Firearm in the Commission of a Felony (2 year)
- 1 count of Felony Firearm (5 years)
- Johnson is currently on Federal Probation



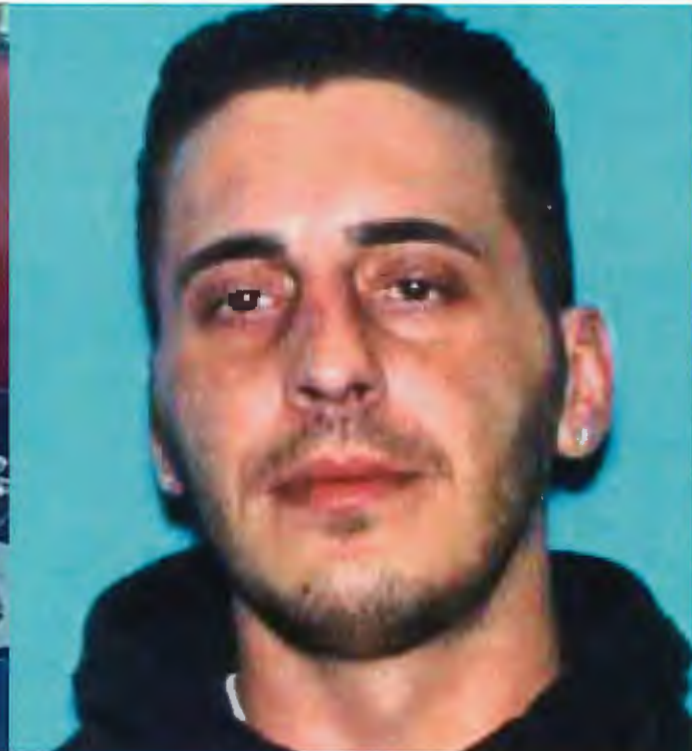
Vibe Owner:
Amar Sinawi



Charges

- 1 Count Tampering with Evidence (4-year Felony)
- 1 Count Lying to a Peace Officer (2-year Felony)





Hanna Baher at the Scene with Gun



Hanna Baher was arrested with 65 pounds of Marijuana in his vehicle

Charges

Baher Hanna

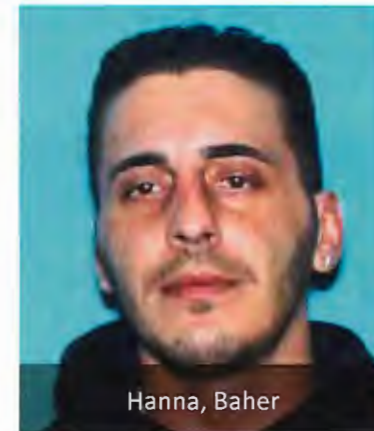
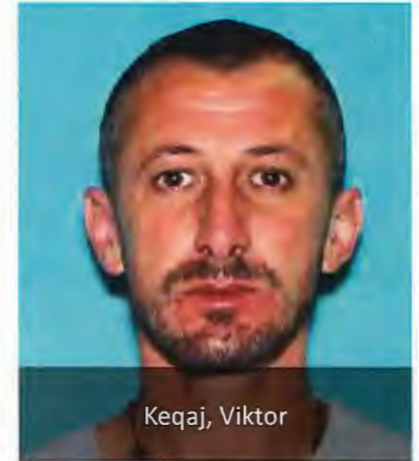
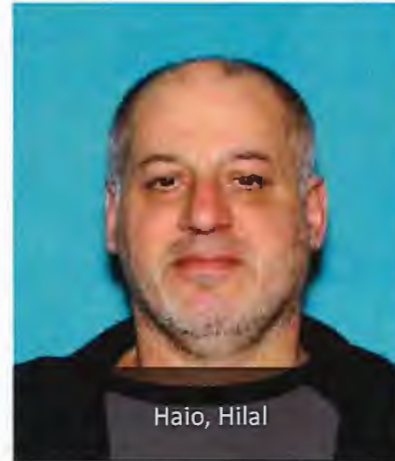
- 1 Count Possession by Felon (5 years)
- 1 Count CCW (4 years)
- 1 Count Tampering with Evidence (4 years)

Hilal Haio

- 1 Count Tampering with Evidence (4 years)

Viktor Keqaj

- 1 Count Tampering with Evidence (4 years)





Youtube: Fox 2 Detroit



Summary
(continued)

2022 Incidents that are linked to area Hookah Lounges include:

- An Armed Robbery involving Assault Rifles.
- An Armed Robbery and Shooting, connected to a double Homicide.

*Active Investigations/Prosecutions



Summary
(continued)

RECOMMENDATIONS:

- Emergency Authorization for Chief to Temporarily Close, not to exceed 72 hours.
- Operational Hours limited to 10:00 p.m.
- ❖ These recommendations have been discussed with and are supported by the City Manager's Office and City Attorney.

AGENDA
CITY COUNCIL MEETING
MARCH 28, 2022 – 7:30PM
CITY OF FARMINGTON HILLS
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
Telephone: 248-871-2410 Website: www.fhgov.com
Cable TV: Spectrum – Channel 203; AT&T – Channel 99
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

CORRESPONDENCE

CONSENT AGENDA - (See Items No. 3 - 9)

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:

2. Consideration of approval of [appointments to Boards and Commissions](#).

CONSENT AGENDA:

3. Recommended approval of an Interlocal Agreement to provide Information Technology Support to the City of Farmington. [CMR 3-22-29](#)
4. Recommended approval of the First Amendment to the Lease Agreement with Cellco Partnership d/b/a Verizon Wireless for the City Hall campus tower. [CMR 3-22-30](#)
5. Recommended approval of award of contract for Solid Waste, Yard Waste, and Recycling Collection and Disposal Services to Green for Life Environmental for a period of five (5) years with one or more administration-approved extensions not to exceed a total of three (3) additional years, under the pricing, terms & conditions set forth in the agreement. [CMR 3-22-31](#)
6. Recommended approval of award of contract for the cleaning, restoration and painting of the interior garage area of the DPW facility to Du-All Cleaning in an amount not to exceed \$149,220. [CMR 3-22-32](#)

7. Recommended approval of award of the Pasadena Park Fire Hydrant Extensions CDBG to the Springline Excavating, LLC, in the amount of \$482,738.94. [CMR 3-22-33](#)
8. Recommended approval of the City Council [study session meeting minutes of March 21, 2022](#).
9. Recommended approval of the City Council [regular session meeting minutes of March 21, 2022](#).

ADDITIONS TO AGENDA

CLOSED SESSION:

10. Consideration of approval to enter into a closed session to discuss an employee requested review for Gary Mekjian, City Manager. (Note: Council will return to open session immediately following the closed session to take action if needed and to close the meeting).

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.



INTEROFFICE CORRESPONDENCE

DATE: March 28, 2022
TO: City Council
FROM: Vicki Barnett, Mayor
SUBJECT: Recommendation for appointment

I would like to recommend the following appointments at the March 28, 2022 City Council meeting:

Planning Commission

Kristen Aspinall	Length of Term: Unexpired term	Term ending: February 1, 2023
------------------	--	---

Ms. Aspinall will fill the vacancy of Steven Schwartz who resigned in March 2022. Attached, please find Ms. Aspinall's resume.

Economic Development Corporation

Susan Arlin	Length of Term: Unexpired term	Term ending: February 1, 2027
-------------	--	---

Ms. Arlin will fill the vacancy of William Hartsock who resigned in March 2022. Attached, please find Ms. Arlin's resume.

Thank you for your consideration of these appointments.

Madison Grisdale

From: [REDACTED]
Sent: Monday, February 28, 2022 10:10 PM
To: CMO
Subject: Boards and Commissions Questionnaire

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Submittor's Name	Kristen Aspinall
Submittor's Address	38373 Lana Ct, Farmington Hills 48335
Submittor's Phone	[REDACTED]
Submittor's Email	[REDACTED]
Interest(s)	Planning Commission

Resume

17 years in environmental consulting - project management and coordination related to soil and groundwater cleanup projects specifically in Michigan. Implementation and training associated with ISO 9001:2015 certification and project management office assistance for managers and directors related to client and financial basics.

References

Marisa Varga, CPSM, LEED AP [REDACTED]

2/28/2022 10:08:25 PM

Madison Grisdale

From: [REDACTED]
Sent: Monday, March 21, 2022 1:29 PM
To: CMO
Subject: Boards and Commissions Questionnaire

Follow Up Flag: Follow up
Flag Status: Completed

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Submittor's Name	Susan Arlin
Submittor's Address	23000 Gill Rd. Farmington, MI 48335
Submittor's Phone	[REDACTED]
Submittor's Email	[REDACTED]
Interest(s)	Economic Development Corporation

Resume

I am seeking a position on the EDC Board for multiple reasons. As the Executive Director of the Greater Farmington Area Chamber, I have access, insights and a voice into the variety of businesses that make up the City of Farmington Hills. While big corporations are important, our small-medium businesses outnumber those with over 50 employees dramatically. Creating the best environments for them to grow and prosper is equally as important to attracting and retaining large corporations. In addition to my role at the chamber, I am involved in multiple service opportunities. -Beaumont Community Advisory Board, Farmington/Farmington Hills (March 2022-present) -Chairperson Pathways Committee, City of Farmington, MI (February 2021-present) -Founder FBC Run Club, Farmington, MI (June 2016-present) From a career perspective, I have over 20 years of consulting to small businesses including B2C and ecommerce with a focus on business strategy and growth. *E-Commerce/Finance Sales Management, Marketing, Recruiting & Training, LutherSales & VacationWiser, New York (February 2021-November 2021) *VP E-Commerce Sales & Account Management, D2C Solutions Group, New York (February 2019-March 2021) *CEO/President, Brilliant Performance Group, (2008-2020) I have also been a public seminar trainer for SkillPath, and a contributing author to the The Retail Jeweler magazine.

References

Ken Massey kenmassey@fhgov.com [REDACTED] Geno Grabinski, President, GFA Chamber President
[REDACTED] More available upon request

3/21/2022 1:29:05 PM

**REPORT TO THE CITY COUNCIL FROM THE CITY MANAGER
March 28, 2022**

SUBJECT: RESOLUTION TO CONTINUE TO PROVIDE INFORMATION TECHNOLOGY SERVICES FOR THE CITY OF FARMINGTON

ADMINISTRATIVE SUMMARY

- In 2012 the cities of Farmington & Farmington Hills applied jointly for an Economic Vitality Incentive Program (EVIP) grant to assist in funding the consolidation of Information Technology systems. Since that time the Department of Central Services has been providing miscellaneous Technology Services.
- For the purposes of the agreement "Information Technology Services" is defined as professional services to manage, maintain, assist, train, consult, repair, update and install software and hardware devices connected to the Farmington Hills network and contained within Farmington buildings. It does not include hard cost for infrastructure, equipment, and software licensing (other than network security & maintenance related licensing). Farmington is responsible for these hard costs. Additionally, specific service exemptions to the agreement include: non-networked devices, non-networked copiers & printers, CLEMIS network, mobile phones, and items not currently supported by Farmington Hills I.T. staff.
- Over the past ten(10) years Farmington has seen a dramatic improvement in their computing & communication environment. The Central Services staff has assisted in replacing outdated and obsolete infrastructure & equipment, implemented advanced security measures, managed the upgrade to the police in-car video system, transitioned (along with the Farmington Hills) to Microsoft Windows 10, Office 365 & Outlook and is currently assisting with the implementation of a new VoIP telephone system.
- Over the life of this agreement both cities learned that flexibility of resources and standardization of software & equipment has been the key to the success of this interlocal arrangement. Farmington implemented an Information Technology policy document consistent with the City of Farmington Hills which helps to keep our network secure, they agreed to a standardized desktop for user support, and they minimized the amount of unique systems so that Farmington Hills staff can remain capably trained on all network components.
- The current agreement expires at the end of March, 2022. The new agreement includes a first short term of term is April 1, 2022 through June 30, 2022 and then five (5)years July 1, 2022 through June 20, 2027 (in order to align with both cities fiscal years). In addition, the attached agreement allows for additional yearly extensions at the rate of the Consumer Price Index (CPI) or 3% whichever is less. Please note fees listed on the attached agreement include optional GIS support if Farmington decides to implement that support model during the life of the agreement.
- Farmington Hills staff is fully in support of this agreement, noting that the service level to Farmington Hills staff has not be affected and this agreement provides a modest revenue stream for the City. Staff recommends the City Council adopt the resolution herein, authorizing the City Manager & City Clerk to execute the attached Interlocal Agreement.

RECOMMENDATION

IT IS RESOLVED, the City Council authorize the City Manager and City Clerk to execute the attached Interlocal agreement to provide Information Technology Support to the City of Farmington from April 1, 2022 through June 20, 2027 for the fees listed in the agreement with possible additional extensions at the rate of the Consumer Price Index (CPI) or 3% whichever is less.

Prepared by: Kelly Monico, Director of Central Services

Reviewed by: Jack Li, I.T. Manager

Approved by: Gary Mekjian, City Manager

**INTERGOVERNMENTAL AGREEMENT
FOR INFORMATION TECHNOLOGY SERVICES**

BETWEEN

CITY OF FARMINGTON HILLS

AND

CITY OF FARMINGTON

This Agreement (“Agreement”) is entered into as of the date of the last signature below and is between the City of Farmington (“Farmington”), whose address is 23600 Liberty Street, Farmington, MI 48335, and the City of Farmington Hills (“Farmington Hills”) whose address is 31555 West Eleven Mile Road, Farmington Hills, MI 48336, for the purpose of having Farmington Hills provide Information Technology (“I.T.”) Services to Farmington.

RECITALS:

- A. Farmington Hills maintains and operates an I.T. Division within the Central Services Department with staffing capable of performing such services for Farmington.
- B. Farmington currently contracts with the City of Farmington Hills for I.T. Services and wishes to continue this practice.
- C. Farmington Hills agrees to provide I.T. Services under the terms and conditions of this Agreement.
- D. This Agreement is authorized by the charters of Farmington and Farmington Hills, MCL 41.806, and the Urban Cooperation Act of 1967, MCL 124.501 – 124.512.

IT IS THEREFORE AGREED:

- 1. *Information Technology Services Defined.* The terms “Information Technology Services” and “I.T. Services” shall mean professional services to manage, maintain, assist, train, consult, repair, update and install software and hardware devices connected to the Farmington Hills network and contained within Farmington buildings.
- 2. *I.T. Services to be Provided by Farmington Hills.* Farmington Hills will provide to Farmington I.T. Services, as described in this Agreement, on a routine work hour schedule of 7:30 a.m. to 5:30 p.m. Monday – Friday, except designated City of Farmington Hills holidays. Exceptions to these hours will be special projects, upgrades, downed systems, or any unforeseen circumstance. All laws, ordinances,

and policies of the City of Farmington Hills applicable to the provision of I.T. Services shall apply to the I.T. Services provided to Farmington under this Agreement.

3. No Additional Services. Except for other services expressly approved by other Agreements, Farmington Hills shall not be obligated under this Agreement to provide or assist Farmington or any Farmington personnel with any other direct, indirect, backup, or supplemental support of City of Farmington Hills related service, of any kind or nature. This provision is not intended to alter or amend any exiting mutual aid arrangement or intergovernmental agreement.
4. Standardization. This Agreement does not, and is not intended to, obligate, or require Farmington Hills to change, alter, modify, or develop any different procedures for I.T. services and the products/services/application that it maintains. Farmington understands the need for standardization for support and will at all times endeavor to accept the same products/services/application as used by Farmington Hills unless there is a specific business related reason to use something different, in which case it will then be the option of Farmington Hills, in its discretion, to support or not support the new product/service/application.
5. I.T. Policies and Procedures. Farmington will adopt the Farmington Hills Information Technology Policies and Procedures as attached and updated from time to time. This will allow Farmington Hills I.T. to standardize its support procedures and assist with network and data security.
6. Term. This Agreement shall be from April 1, 2022 through June 30, 2027. If this Agreement is not terminated as provided below, it shall automatically renew annually for a Renewal Term of one (1) year, subject to the terms and conditions below. The Renewal Terms possible under this Section are not limited.
7. Fee for Services. In consideration of the I.T. Services described herein, Farmington shall pay Farmington Hills an annual fee as follows:

April 1-2022- June 30,2022	\$10,532	;	\$13,366 with GIS
July 1, 2022-June 30, 2023	\$46,341	;	\$57,374 with GIS
July 1, 2023-June 30, 2024	\$47,731	;	\$59,095 with GIS
July 1, 2024-June 30, 2025	\$49,163	;	\$60,868 with GIS
July 1, 2025-June 30, 2026	\$50,638	;	\$62,694 with GIS
July 1, 2026-June 30, 2027	\$52,157	;	\$64,575 with GIS

For additional, Renewal Terms, the fee shall increase from the previous year by the rate of the Consumer Price Index (CPI) or 3% whichever is less.

The fees from April 1, 2022-June 30, 2022 shall be payable on or before May 1, 2022. Beginning July 1, 2022 fees shall be payable in quarterly installments, with the

first such quarterly payment being made on or before July 31, 2022, and the subsequent quarterly payments being made and due on each October 1st, January 1st, April 1st and July 1st thereafter. Interest at the rate of 1% per month shall be paid by Farmington to Farmington Hills for any amounts not received by Farmington Hills by the payment due date.

8. *I.T. Equipment.* Farmington shall be solely and exclusively responsible for all costs, expenses, and liabilities associated with the purchase, lease, installation, operation, and/or use of any Farmington I.T. equipment. Farmington Hills shall not be obligated to provide Farmington with any equipment required. In the event data from either party's network is stored on the other party's network, there shall be no entitlement to ownership of that equipment.
9. *Data Ownership.* Data from Farmington and Farmington Hills will be solely owned by each entity. Farmington Hills will perform backups of data. Each entity is responsible for processing its own Freedom of Information Act requests, regardless of where data may be stored or maintained.
10. *Independent Contractor.* Farmington Hills shall provide I.T. Services to Farmington as an independent contractor, with Farmington Hills being responsible for all workers' compensation and other insurance, income tax, social security, and other withholding, and all other compensation or benefits for Farmington Hills employees involved in providing I.T. Services. At no time shall any Farmington Hills employee involved in providing services be considered or claimed to be an employee or agent of Farmington, and Farmington shall not be deemed or allowed to control, supervise, or direct Farmington Hills' employees involved in providing I.T. Services.
11. *No Transfer of Farmington Legal Obligations to Farmington Hills.* This Agreement does not, and is not intended to, transfer, delegate, or assign to Farmington Hills or its employees, any constitutional, statutory, or other legal responsibility, duty, obligation, or liability of Farmington, for which Farmington shall remain solely liable. Farmington shall be solely and exclusively responsible, during the term of this Agreement, for: (a) guaranteeing that all Farmington existing software systems have been legally obtained, licensed, and maintained through appropriate support contracts; and (b) endeavoring to protect, maintain and support its I.T. infrastructure.
12. *Farmington Hills Staffing Responsibilities.* In providing I.T. Services pursuant to the terms and conditions of this Agreement, Farmington Hills further agrees to take all necessary actions required to support Farmington's I.T. hardware and software systems and that:
 - a. Its assigned Central Services/I.T. staff is adequately trained in the support of I.T. systems.
 - b. It will make available I.T. support staff to maintain a reliable, stable, and safe network environment.

- c. Its assigned personnel will respond to requests for service from Farmington staff members.
 - d. Its assigned I.T. personnel and administrative personnel will take such actions as are necessary and appropriate to provide full and complete I.T. services as are commonly provided by one government entity to another.
13. Network & Data Security-Farmington Hills shall implement technical and organizational measures and safeguards that ensure the adequate protection of Farmington data, confidentiality, integrity, availability and resilience of processing systems and services and shall implement a process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the network
14. Security Breach Action. Farmington Hills will notify Farmington as promptly as possible under the circumstances and without unreasonable delay, of any Security Breach involving any network data, infrastructure, or application. As used herein, "Security Breach" is defined as any event involving a known, actual, or suspected compromise of the security, confidentiality or integrity of network data, infrastructure, or application. Farmington Hills will use commercially reasonable efforts to contain such a breach and provide Farmington with a detailed description of the Security Breach, the type of data that was the subject of the Security Breach and the identity of each affected department (or person, to the extent permitted by Law), promptly after such information can be collected or otherwise becomes available. Farmington Hills agrees to take action immediately, to investigate the Security Breach, to take all commercially reasonable actions to identify, prevent, and mitigate the effects of any such Security Breach, and to carry out any recovery or other action necessary to remedy the Security Breach. Farmington Hills shall make commercially reasonable efforts to give Farmington a reasonable opportunity to communicate to its citizens regarding security breaches, but Farmington Hills will have the final say on any technical explanation of the security breach.
15. Control of I.T. Services. I.T. Services shall be under the exclusive control and jurisdiction of the Director of Central Services for Farmington Hills. If the City Manager for Farmington objects to a policy or procedure utilized in the provision of delivering I.T. Services to Farmington, the Farmington Hills Director of Central Services or his designee shall respond to same in writing within 72 hours, providing such facts and opinions which support his determination of the issue. In the event that the matter is not resolved to Farmington's satisfaction, the City Managers of Farmington and Farmington Hills shall meet to review the matter.
- a. Specific Exemptions include: non-networked devices, non-networked copiers & printers, CLEMIS network, mobile phones, and items not currently supported by Farmington Hills I.T. staff.

16. Insurance. Farmington Hills shall obtain and maintain in force during the term of this Agreement insurance coverage for general liability, motor vehicle liability, and worker's compensation in amounts it determines to be appropriate, with Farmington named as an additional insured on all liability policies and entitled to copies of Certificates of Insurance confirming the required insurance during the entire term of this Agreement.
17. Liability and Indemnification. To the fullest extent permitted by law, Farmington agrees to hold Farmington Hills harmless from any claims, suits, demands, judgments, or causes of action made against Farmington Hills, their elected or appointed officials, employees, agents, or volunteers for the actions of Farmington's elected or appointed officials, employees, agents, or volunteers arising from or in connection with the performance of this agreement. To the fullest extent permitted by law, Farmington Hills agrees to hold Farmington harmless from any and all claims, suits, demands, judgments, or causes of action made against Farmington, its elected or appointed officials, employees, agents, or volunteers, for the actions of Farmington Hills' elected or appointed officials, employees, agents, or volunteers arising from or in connection with performance of this agreement. Otherwise, each Party shall be responsible for the acts of its officials or employees in the performance of this Agreement and shall seek its own legal representation and bear the costs associated with such representation, including any attorneys' fees. Except as provided herein, neither Party shall have any right under any legal principle to be indemnified by the other party or any of its employees or agents in connection with any claim.
18. Governmental Immunity and Authority Unaffected. Nothing in this Agreement is intended, nor shall it operate, to diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity, or character of office including, but not limited to, governmental immunity on behalf of either Party or any of its agents.
19. Termination.
- a. This Agreement may be terminated for any reason, and with or without cause, by the mutual written agreement of Farmington Hills and Farmington, approved by concurrent resolutions of the Farmington Hills City Council and the Farmington City Council.
 - b. This Agreement may be terminated by Farmington Hills if Farmington fails to pay an amount owing under Section 7, including applicable late charges and interest, within 60 days of when the payment was due. Such termination by Farmington Hills shall be by written notice to Farmington that contains a clearly stated effective date of the termination that is at least 30 days after the date of the notice. If all amounts owing, including past due installments, late charges, interest, and any new installments coming due during that time are not paid, the termination shall be effective, relieving Farmington Hills from any obligation to provide any

further I.T. Services. Before Farmington Hills gives notice of termination under this provision, it shall first notify Farmington of its failure to timely pay the amount owed and allow a reasonable opportunity for Farmington to pay such amount.

- c. In addition to a termination under subsections (a) and (b), either Party may terminate this Agreement for any reason, and with or without cause, by written notice to the other Party. During the Initial Term, six (6) months' written notice shall be required before termination. During any Renewal Term, 90 days' written notice shall be required before termination.

- 20. No Third Party Beneficiaries. The sole and exclusive purpose of this Agreement is to provide I.T. Services for Farmington. This Agreement is not intended to, and does not create any special or other duty, obligation, promise, benefit or right to I.T. Services in favor or for the benefit of any person, entity, organization that is not a party to this Agreement.
- 21. Assignments. Farmington Hills's obligations under this Agreement may not be assigned except with the written approval of Farmington.
- 22. Notices. Notices under this Agreement shall be to the City Managers of the respective Parties at the addresses on Page 1.
- 23. Amendments. Amendments of this Agreement shall be in writing, approved by concurrent resolutions of Farmington Hills and Farmington City Councils, and be signed by authorized representatives of the Parties.
- 24. Severability. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
- 25. Applicable Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any Party. As used in this Agreement, the singular or plural number, possessive, or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.
- 26. No Waiver. Absent an express written waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of

any right, power or privilege preclude any other or further exercise of any other right, power, or privilege.

- 27. Compliance with Laws. Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
- 28. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, and understandings with respect thereto.
- 29. Filing. As provided in MCL 124.510, this Agreement and any amendments of it shall be filed with the Oakland County Clerk and Michigan Secretary of State.

IN WITNESS WHEREOF, and pursuant to the concurrent resolutions adopted by City of Farmington Hills City Council and the City of Farmington City Council, approving and authorizing the signing of this Agreement, the undersigned officials have signed this Agreement on the dates indicated next to their signatures.

FARMINGTON HILLS

DATE: _____ BY: _____
Gary Mekjian, City Manager

DATE: _____ BY: _____
Pam Smith, City Clerk

FARMINGTON

DATE: _____ BY: _____
David Murphy, City Manager

DATE: _____ BY: _____
Mary Mullison, City Clerk

**REPORT FROM THE CITY MANAGER TO CITY COUNCIL
March 28, 2022**

SUBJECT: CITY HALL CAMPUS TOWER LEASE FIRST AMENDMENT WITH VERIZON WIRELESS

ADMINISTRATIVE SUMMARY

- In 2003 Oakland County constructed a 185 ft. monopole tower behind the Fire Department on the City Hall campus; to operate a County-wide public safety radio system. Once the tower was constructed Oakland County sold the tower to the City for \$1.00 in exchange for lease space on said tower.
- In March of 2012 the City signed a five-year lease agreement with four (4) automatic five (5) year extensions with New Par (Verizon Wireless) to lease vertical space on the City owned tower.
- A request was made by Verizon to update the location & equipment on the 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 reviewed the request and have worked with the Verizon Wireless legal team to review the proposed equipment changes as well as the lease amendment (referenced as Lease Amendment #1). Except as specifically modified by this Amendment, all terms and conditions of the original Lease dated March 8, 2012 remain in full force and effect.
- Verizon has approved and signed the lease amendment.
- Attached is the first amendment to Lease Agreement 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 First Amendment to Lease Agreement with Cellco Partnership d/b/a Verizon Wireless for the City Hall campus tower.

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

FIRST AMENDMENT TO LEASE AGREEMENT

This First 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 Celco Partnership, d/b/a Verizon Wireless (successor-in-interest to New Par), whose 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 March 8, 2012, as amended by the Consent to Verizon Wireless Equipment Modifications dated February __, 2022 (hereinafter collectively referred to as the "Agreement"), whereby Tenant utilizes space on the City's tower structure and in the City's equipment shelter located at 31555 W. Eleven Mile Road, Farmington Hills, Michigan for the purpose of operating and maintaining certain wireless telecommunications equipment.
- B. Landlord and Tenant desire to amend the Agreement to modify the leased space on the tower.
- C. Landlord and Tenant also desire to amend the Agreement to allow Tenant to modify its existing antenna facilities and tower equipment.
- D. Landlord and Tenant wish to further amend the Agreement to modify the notice section of the Agreement.

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. **Use of Leased Premises.** The Leased Premises presently set forth in the Agreement is amended to provide that Tenant is permitted to install, maintain, and operate antennae and related equipment at 116 feet to 124 feet above ground level on the tower, with the top of the antennae to be no higher than 124 feet above ground level.
- 2. **Tenant's Equipment.** Exhibit B of the Agreement is hereby amended to replace sheets T1, T2, C1, C2, and C3 with the amended sheets T1, T2, C1, C2, and C3 attached to this Agreement, which shall be referred to as Amended Exhibit B.
- 3. **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
Attention: Network Real Estate

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

- 4. Continued Effect. Except as specifically modified by this Amendment, all terms and conditions of the original Lease dated March 8, 2012 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 First 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 _____, 2022, before me personally appeared Gary Mekjian, the City Manager of the City of Farmington Hills, who signed this First 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: _____

TENANT:

CELLCO PARTNERSHIP, d/b/a
Verizon Wireless

[Handwritten signature]

By: Ed Baker
Its: Director - Network Field Engineering
Date: 2/6/22

STATE OF Michigan)
COUNTY OF Oakland) ss.

Field Engineering

On this February 9 2022, before me personally appeared Ed Baker, by
and on behalf of Verizon Wireless, the Director - Network of Cellco Partnership, who signed
this First Amendment to Lease Agreement for and on behalf of the Tenant.

also Verizon Wireless

Subscribed, and sworn to before me

Barbara Madigan Evans
Notary Public Barbara Madigan Evans
Acting in _____ County
My Commission Expires: 5/10/2027

BARBARA MADIGAN EVANS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 05-10-2027
Acting in the County of _____

AMENDED EXHIBIT B

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

10 Mile & Orchard Lake drawings for Site #109 prepared by Midwestern Consulting dated 3/06/21
(5 pages: T1, T2, C1, C2, C3)

GENERAL NOTES:

1. This is a preliminary plan. It is subject to change without notice.
2. The owner shall be responsible for obtaining all necessary permits.
3. The contractor shall be responsible for obtaining all necessary permits.
4. The contractor shall be responsible for obtaining all necessary permits.
5. The contractor shall be responsible for obtaining all necessary permits.

CONDITIONS OF APPROVAL:

1. The contractor shall be responsible for obtaining all necessary permits.
2. The contractor shall be responsible for obtaining all necessary permits.
3. The contractor shall be responsible for obtaining all necessary permits.

GENERAL NOTES / CONDITIONS OF APPROVAL

MISCELLANEOUS NOTES

1. The contractor shall be responsible for obtaining all necessary permits.

2. The contractor shall be responsible for obtaining all necessary permits.

3. The contractor shall be responsible for obtaining all necessary permits.

4. The contractor shall be responsible for obtaining all necessary permits.

5. The contractor shall be responsible for obtaining all necessary permits.

6. The contractor shall be responsible for obtaining all necessary permits.

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17. The contractor shall be responsible for obtaining all necessary permits.

18. The contractor shall be responsible for obtaining all necessary permits.

19. The contractor shall be responsible for obtaining all necessary permits.

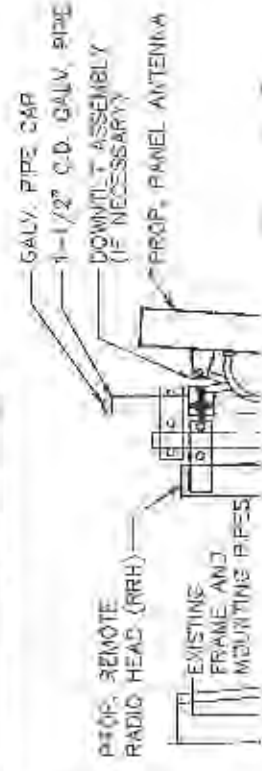
20. The contractor shall be responsible for obtaining all necessary permits.

ANTENNA SECTOR	POSITION	EXISTING ANTENNAS AND TMA QUANTITY/MAKE/MODEL	REMOVE / TASK	PROPOSED ANTENNA AND RRH QUANTITY/MAKE/MODEL	AZIMUTH	DIPLEXER QUANTITY	MESH COUNTING
SECTOR 1	1 30 30 30 4(UPPER) 4(LOWER)	1 KATHREIN 840 21210-04 1 ANDREW J44H-852-R2B-V2 1 ANDREW J44H-852-R2B-V2 1 COMSCOPE TMA E1052817 1 ERICSSON RRH 1052817	KEEP IN PLACE KEEP IN PLACE KEEP IN PLACE REMOVE TMA REMOVE ANTENNA	1 ERICSSON RRH 9843 1 ERICSSON RRH 4449 1 ERICSSON WRE 1052817 1 PL-SUB8 ANTENNA	90°	0 0 0 0 0 0	0 0 0 0 0 0
	1 20 20 30 4(UPPER) 4(LOWER)	1 KATHREIN 840 21210-04 1 ANDREW J44H-852-R2B-V2 1 ANDREW J44H-852-R2B-V2 1 COMSCOPE TMA E1052817 1 ERICSSON RRH 1052817	KEEP IN PLACE KEEP IN PLACE KEEP IN PLACE REMOVE TMA REMOVE ANTENNA	1 ERICSSON RRH 9843 1 ERICSSON RRH 4449 1 ERICSSON WRE 1052817 1 PL-SUB8 ANTENNA	200° 200° 200° 200° 200°	0 0 0 0 0 0	0 0 0 0 0 0
	1 30 30 30 4(UPPER) 4(LOWER)	1 KATHREIN 840 21210-04 1 ANDREW J44H-852-R2B-V2 1 ANDREW J44H-852-R2B-V2 1 COMSCOPE TMA E1052817 1 ERICSSON RRH 1052817	KEEP IN PLACE KEEP IN PLACE KEEP IN PLACE REMOVE TMA REMOVE ANTENNA	1 ERICSSON RRH 9843 1 ERICSSON RRH 4449 1 ERICSSON WRE 1052817 1 PL-SUB8 ANTENNA	300° 300° 300° 300° 300°	0 0 0 0 0 0	0 0 0 0 0 0
	1 30 30 30 4(UPPER) 4(LOWER)	1 KATHREIN 840 21210-04 1 ANDREW J44H-852-R2B-V2 1 ANDREW J44H-852-R2B-V2 1 COMSCOPE TMA E1052817 1 ERICSSON RRH 1052817	KEEP IN PLACE KEEP IN PLACE KEEP IN PLACE REMOVE TMA REMOVE ANTENNA	1 ERICSSON RRH 9843 1 ERICSSON RRH 4449 1 ERICSSON WRE 1052817 1 PL-SUB8 ANTENNA	200° 200° 200° 200° 200°	0 0 0 0 0 0	0 0 0 0 0 0
TOWER MOUNTED	N/A	1 RAYCAP RW200-3315-FF-48 AND 1 x 140' 1-8/8" TO 2" DIA. HYBRID CABLE AND 1 x 15' 5/8" DIA. HYBRID JUMPER	KEEP IN PLACE	1 x 140' 1-8/8" TO 2" DIA. HYBRID CABLE AND 1 x 15' 5/8" DIA. HYBRID JUMPER			
TOWER MOUNTED	N/A			1 RAYCAP RW200-3315-FF-48 AND 1 x 140' 1-8/8" TO 2" DIA. HYBRID CABLE AND 1 x 15' 5/8" DIA. HYBRID JUMPER			

NOTES:
 - TMA STANDS FOR TOWER MOUNTED AMPLIFIER AND RRH STANDS FOR REMOTE RADIO HEAD
 - CONTRACTOR TO FIELD VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATING, OR INSTALLATION OF CABLES.
 - HYBRID CABLE LENGTH SHOWN EQUALS MOUNTING HT + CABLE/CABLE BRIDGE LENGTH + 5 FEET ROUNDED UP TO NEAREST 10 FOOT INCREMENT
 - ONE (1) DUAL DIPLEXER TO BE PLACED IN EACH SECTOR BETWEEN POSITIONS 3-5 AND SHALL BE MODEL COMSCOPE 080781-05-41-01
 - EX. DIPLEXERS TO BE REMOVED
 - VERIFY/CHANGE EXISTING ANTENNA SIZES AND DOWNLETS TO MATCH THOSE SHOWN ON THIS SHEET
 - TWO (2) V-CABLES TO BE INSTALLED IN EACH SECTOR

ANTENNA, TOWER MOUNTED AMPLIFIER, REMOTE RADIO HEAD & CABLE SCHEDULE

NOTE:
 PROVIDE KELLUM GRIP AROUND CABLES AND FASTEN TO EXISTING J-HOOKS INSIDE MONOPOLE



Verizon Site Name: 109 10 Mile & Orchard Lake
Verizon Site ID: 138996

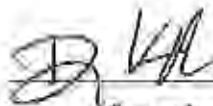
**APPLICATION FOR CONSENT TO
VERIZON WIRELESS EQUIPMENT MODIFICATIONS**

RE: March 8 2012, Lease Agreement for Site and Tower at 31555 West Eleven Mile Road, Farmington Hills, Michigan between Landlord, City of Farmington Hills, and Tenant, Cellco Partnership d/b/a Verizon Wireless.

As provided in Section 5(b) of the Lease Agreement between Landlord and Tenant, application is hereby made by Tenant for Landlord's written consent to the equipment modifications on the Site and Tower for Verizon Wireless as shown on the plans and specifications attached to this Application. In making this Application, Tenant agrees that if Landlord consents to the modifications: (i) Exhibit A of the Lease Agreement shall be considered as amended to include the attached plans and specifications; and (ii) that upon issuance by the City of Farmington Hills Building Department of permit(s) for the modifications, Exhibit B of the Lease Agreement shall be considered as amended to include the detailed plans and specifications for the modifications as approved by the City of Farmington Hills Building Department.

Cellco Partnership d/b/a Verizon Wireless
By: Its Authorized Agent

Date: 6/23/21



Douglas Venable Jr.
Sr. Manager RE/Regulatory

CONSENT TO VERIZON WIRELESS EQUIPMENT MODIFICATIONS

The above Application is approved, and Landlord hereby consents to the equipment modifications on the Site and Tower for Verizon Wireless as shown on the plans and specifications attached hereto, with Exhibit A of the Lease Agreement hereby amended to include the attached plans and specifications, and Exhibit B of the Lease Agreement to be amended to include the detailed plans and specifications for the modifications as approved by the City of Farmington Hills Building Department.

City of Farmington Hills, Landlord

Date: _____

REPORT FROM THE CITY MANAGER TO CITY COUNCIL - MARH 28, 2022

SUBJECT: Award of Proposal for Solid Waste, Yard Waste, and Recycling Collection and Disposal

Administrative Summary

- The City's collection and disposal contract with Waste Management of Michigan expires in June 2022. This contract has been in place since October 1, 2008, with a 10-year contract amendment approved in March of 2012.
- In 2021, City Staff and RRRASOC began evaluating options for extension proposals from Waste Management and determined that it was appropriate to seek competitive proposals.
- A request for proposals was issued by the City on January 3, 2022, for curbside collection and disposal services as well as municipal facility collection and disposal services. The solicitation was posted on the MITN e-procurement system and responses were opened on January 28, 2022 and read aloud. Notification was sent to over two hundred (200+) contractors. We received three (3) responses and one (1) "No-Bid."
- It has been determined that Green for Life Environmental (GFL) is qualified to perform the service and their proposal also provides the lowest pricing for the City. It is the recommendation of City staff and RRRASOC to enter into a new contract for collection and disposal with Green for Life Environmental (GFL).
- GFL provides similar services for many local communities including Novi, Southfield, Walled Lake, Milford, Milford Township, and South Lyon. References from RRRASOC are favorable.

RECOMMENDATION

It is recommended that City Council approve and authorize the City Manager to sign a contract with Green for Life Environmental for Solid Waste, Yard Waste, and Recycling Collection and Disposal services on behalf of the City of Farmington Hills for a period of five (5) years with one or more administration-approved extensions not to exceed a total of three (3) additional years, under the pricing, terms & conditions set forth in the agreement.

Prepared by: Karen Mondora, PE Director, Department of Public Services
Kelly Monico, Director, Central Services
Kevin McCarthy, Superintendent, Division of Public Works

Approved by: Gary Mekjian, PE, City Manager

City of Farmington Hills
rfp-fh-21-22-2313
Refuse, Recyclables, Yard Waste and Other Services
Opened 02/11/2022

ITEM	GFL, Southfield, MI Bid Bond Yes	Priority Waste, Clinton Twp., MI Bid Bond - Yes	Waste Management, Wixom, MI Bid Bond -Yes
Farmington Hills Curbside	Per Household/Per Year	Per Household/Per Year	Per Household/Per Year
Residential Rate As Is Year 1	\$149.40	\$159.00	\$203.88
Residential Rate As Is Year 2	\$152.39	\$159.00	WST Index 4% Floor
Residential Rate As Is Year 3	\$155.44	\$159.00	WST Index 4% Floor
Residential Rate As Is Year 4	\$158.54	\$159.00	WST Index 4% Floor
Residential Rate As Is Year 5	\$161.72	\$159.00	WST Index 4% Floor
Residential Rate As Is Year 6-Option	\$164.95	\$163.80	To Be Negotiated
Residential Rate As Is Year 7-Option	\$168.25	\$167.16	To Be Negotiated
Residential Rate As Is Year 8-Option	\$171.61	\$170.52	To Be Negotiated

REPORT FROM THE CITY MANAGER TO CITY COUNCIL – March 28, 2022

SUBJECT: Award of Contract – Clean and Paint the Interior Garage Area of the DPW facility

ADMINISTRATIVE SUMMARY

- A project to clean and paint the interior walls and ceiling of the DPW facility was publicly advertised and competitively bid on the Michigan Inter-governmental Trade Network (MITN) e-procurement system and opened on February 8, 2022.
- The garage area of the DPW Facility was last painted 25 years ago in 1997. Cleaning, surface rust removal and repainting of the steel surfaces will protect the building from deterioration and add new life to the structure.
- Due to some areas of more substantial corrosion, a 10% contingency has been included to cover any unknown conditions identified during the project.
- Funding for this project is provided in the Building Maintenance account. The recommended bid and contingency are within budget.
- The low bidder did not provide references for bid evaluation and therefore was not considered.
- The recommended vendor, Du-All Cleaning, Inc. of Sterling Heights, Michigan has provided similar services for the cities of Troy, Port Huron and Bloomfield Township and has shown to be professional and reliable. They have provided a 5-year warranty of their work. They have also offered to include the two exceptions to their bid into the project at no additional cost.

RECOMMENDATION

IT IS RESOLVED that the City Council of Farmington Hills authorize the City Manager to sign a contract with Du-All Cleaning in an amount not to exceed \$149,220 which includes a 10% contingency for the cleaning restoration and painting of the walls and ceiling of the DPW's garage area.

SUPPORT DOCUMENTATION

The City's DPW facility was re-built and expanded in 1997. The garage area is continually exposed to diesel exhaust soot and corrosive salt dust which has darkened the interior of the building and caused some areas to have heavy surface rust. The rusted areas have been inspected by one of the City's as-needed consultants who recommended a deep cleaning, rust removal and re-painting as a preventative maintenance measure. The recommended contractor is able to complete this project without interruption of the DPW's daily operations. The contractor has also offered a 5-year warranty above the 1-year warranty specified.

Prepared: Kevin P. McCarthy, P.E., DPW Superintendent
Michelle Aranowski, Buyer

Departmental Authorization: Karen Mondora, P.E., Director, Department of Public Services
Kelly Monico, Director, Department of Central Services

Approved: Gary Mekjian, P.E., City Manager

City of Farmington Hills							
Bid Tabulation							
Bid # itb-fh-21-22-2322							
Paint & Finish Maintenance Project – DPW Facility							
Opened 2/8/2022							
ITEM	Anderson Paint Store LLC Detroit, MI	Industrial Painting Contractors Taylor, MI	R & G Painting LLC Wixom, MI	Northstar Painting Birmingham, MI	TN Construction LLC Shelby Twp., MI	Du-All Cleaning, Inc. Sterling Heights, MI	Gochi Unlimited Construction LLC Rochester Hills, MI
1. Sign Shop 131	\$5,000.00	\$12,700.00	\$4,000.00	\$4,300.00	\$3,500.00	\$2,497.50	\$2,970.00
2. Oil Storage 132	\$5,000.00	\$4,100.00	\$2,300.00	\$3,550.00	\$2,000.00	\$1,080.00	\$1,690.00
3. Receiving Area 134	\$5,000.00	\$5,400.00	\$2,100.00	\$2,750.00	\$2,000.00	\$1,215.00	\$1,809.00
4. Tool Crib 137	\$10,000.00	\$7,900.00	\$7,000.00	\$4,400.00	\$6,000.00	\$700.00	\$5,494.00
5. Tool Storage Rms 138	\$5,000.00	\$1,500.00	\$1,000.00	\$1,700.00	\$900.00	\$950.00	\$810.00
6. Work Area 139	\$5,000.00	\$500.00	\$1,000.00	\$1,200.00	\$600.00	\$1,025.00	\$540.00
7. Fleet Supervisor Office 141	\$450.00	\$980.00	\$200.00	\$650.00	\$300.00	\$357.50	\$878.00
8. Vehicle Maintenance Garage 142	\$10,000.00	\$27,400.00	\$20,000.00	\$20,500.00	\$19,000.00	\$19,800.00	\$18,630.00
9. Equipment Rm (Wash Rack) 143	\$7,500.00	\$1,800.00	\$1,200.00	\$650.00	\$1,000.00	\$600.00	\$635.00
10. Mechanics Bay (Fabrication Area) 144	\$10,000.00	\$1,700.00	\$4,500.00	\$2,500.00	\$4,000.00	\$1,035.00	\$3,308.00
11. Vehicle Storage Area 148	\$175,000.00	\$129,200.00	\$68,000.00	\$62,150.00	\$64,000.00	\$86,572.00	\$57,510.00
12. Mezzanine 200 (Upper Level)	\$5,000.00	\$15,600.00	\$5,000.00	\$4,700.00	\$5,000.00	\$6,400.00	\$6,075.00
13. Electrical Rm 201 (Upper Level)	\$5,000.00	\$5,800.00	\$1,000.00	\$675.00	\$800.00	\$280.00	\$743.00
14. Mechanical Rm 202 (Upper Level)	\$5,000.00	\$7,300.00	\$2,500.00	\$2,300.00	\$2,000.00	\$1,782.50	\$1,971.00
15. Equipment Storage (Forestry Rm) 133	\$5,000.00	\$5,400.00	\$2,000.00	\$3,550.00	\$1,700.00	\$1,147.50	\$1,688.00
16. Wash Rack (Wash Bay) 146	\$7,500.00	\$13,900.00	\$13,000.00	\$10,500.00	\$13,000.00	\$3,360.00	\$11,070.00
17. Thirty One (31) Single Service Doors and Frames	\$6,200.00	\$3,000.00	\$6,900.00	\$4,650.00	\$7,000.00	\$2,480.00	\$6,200.00
18. SD Seven (7) Double Service Doors & Frames	\$6,300.00	\$1,358.00	\$4,000.00	\$2,100.00	\$3,000.00	\$770.00	\$2,800.00
19. OHD Overhead Doors & Frames	\$450.00	\$3,400.00	\$2,800.00	\$7,000.00	\$2,500.00	\$3,500.00	\$3,000.00
20. Handi-Cap Door & Frame	\$650.00	\$100.00	\$1,000.00	\$175.00	\$1,500.00	\$100.00	\$1,200.00
Total	\$279,050.00	\$249,038.00	\$149,500.00	\$140,000.00	\$139,800.00	\$135,652.00*	\$129,021.00

Bid Notification was sent to 200+ vendors. Zero (0) "No-Bids" were received.
RED FONT INDICATES A CORRECTED TOTAL

* 1. \$45.00/hour to address the rusted ceiling beams (Wire Brush, Prep, Prime, Paint, Time & Materials). 2. Stairway and Railing, additional \$2,600.00

REPORT FROM THE CITY MANAGER TO CITY COUNCIL – March 28, 2022

SUBJECT: Consideration of Award for the Pasadena Park Fire Hydrant Extensions CDBG

Administrative Summary

- This project includes the construction of new water main and fire hydrants in three locations in the Pasadena Park Subdivision.
- The project was publicly bid and advertised on the Michigan Inter-Governmental Trade Network (MITN) with bids opened on March 18, 2022.
- The lowest bidder who has demonstrated the ability to complete the work is Springline Excavating, LLC of Farmington Hills, Michigan. Their bid was in the amount of \$482,738.94.
- Project information will be mailed to residents prior to the start of construction. Phone or in person consultation meetings with residents will also be available upon request.
- The contractor will be allowed to start construction immediately after award and the signing of the contract. The final completion is expected by midsummer.
- The 2021/2022 Community Development Block Grant (CDBG) Program appropriated funding for fire hydrant extensions within the Pasadena Park Subdivision. This was approved during the review of 2021/2022 CDBG allocation at the City Council meeting April 12, 2021.

RECOMMENDATION

IT IS RESOLVED, the Pasadena Park Fire Hydrant Extensions CDBG be awarded to the lowest competent bidder, Springline Excavating, LLC, in the amount of \$482,738.94.

IT IS FURTHER RESOLVED, the City Manager and the City Clerk be authorized to execute the contract on behalf of the City.

Support Documentation

The City of Farmington Hills has designed and bid this project for the purpose of extending fire hydrants, as shown on the attached map, to provide fire protection coverage in an area which currently has none. Funds for the construction are provided from the 2021/22 Community Development Block Grant (CDBG) Program and in the City Budget. This project will include the installation of both high-density polyethylene pipe (HDPE) by a directional drill construction technique that minimizes impact to the area and ductile iron pipe by open cutting the existing gravel road.

On March 18, 2022, four (4) bids were received for the above referenced project (see Bid Summary). The low bid, provided by Springline Excavating is competitive with current prices in today's market. Springline Excavating has successfully completed similar projects for local municipalities in the Metropolitan Detroit areas including for the City of Farmington Hills. It is our opinion they can adequately perform the work as outlined in the contract.

BID SUMMARY

<u>CONTRACTOR</u>	<u>TOTAL</u>
Bidigare Contractors, Inc. Plymouth, MI	\$706,769.00
Bricco Excavating Company, LLC Oak Park, MI	\$520,978.00*
V.I.L. Construction, Inc. Sterling Heights, MI	\$508,808.94*
Springline Excavating LLC Farmington Hills, MI	\$482,738.94

Table Description: Summary of bid results for the Pasadena Park Fire Hydrant Extensions (CDBG)

*Corrected Total

Prepared by: Tyler Sonoga, Civil Engineer

Reviewed by: Tammy Gushard, PE, Senior Engineer

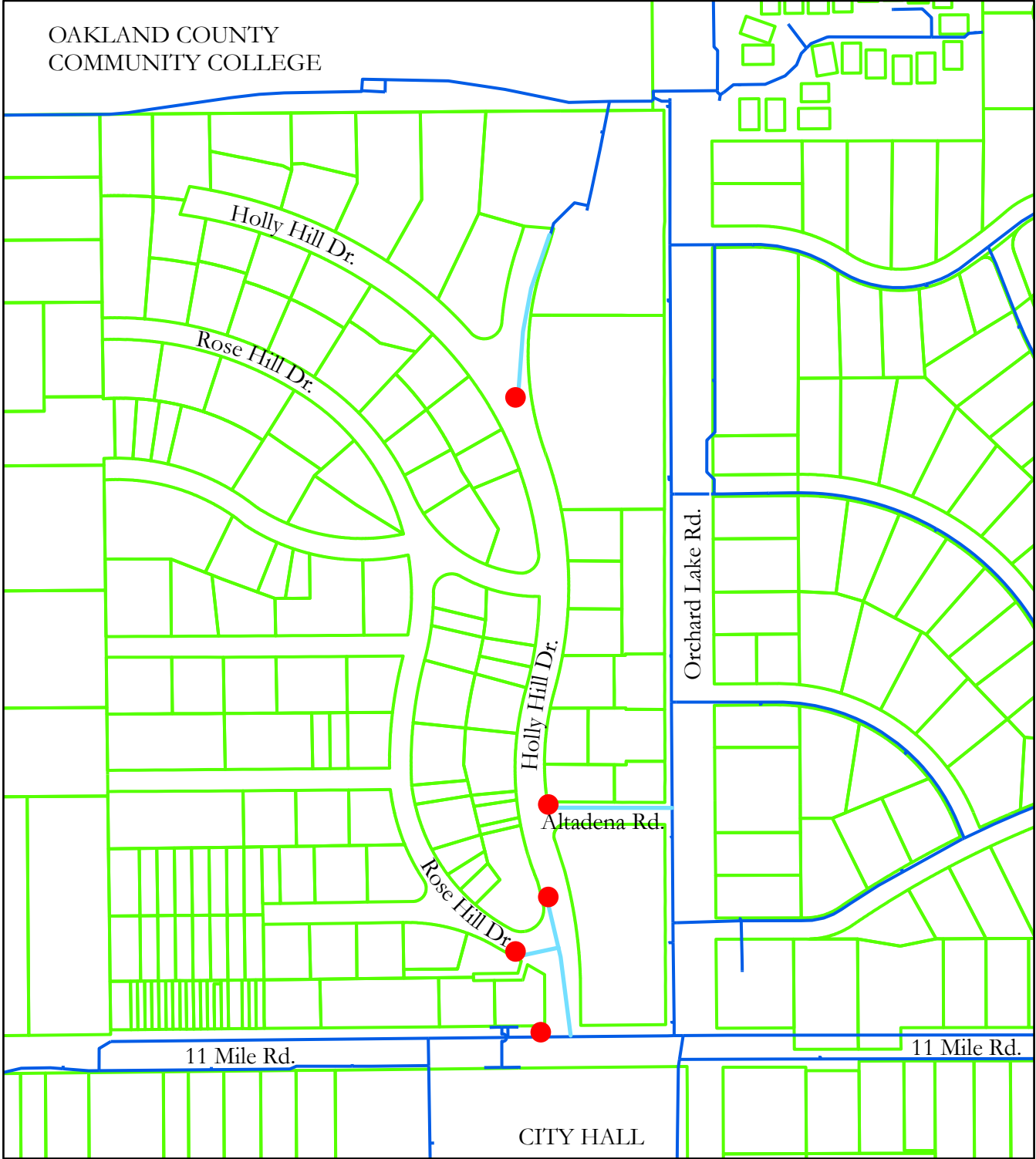
Charmaine Kettler-Schmult, Community Development Coordinator

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





Kelly Monico, Director of Central Services

Approval by: Gary Mekjian, PE, City Manager

City of Farmington Hills Pasadena Park Fire Hydrant Extensions (CDBG)



Legend

-  - Property Lines
-  - Proposed Fire Hydrant
-  - Existing Watermain
-  - Proposed Watermain

MINUTES
CITY OF FARMINGTON HILLS
JOINT STUDY SESSION MEETING
FARMINGTON HILLS CITY COUNCIL
FARMINGTON HILLS PLANNING COMMISSION
COMMUNITY ROOM
MARCH 21, 2022 – 6:00PM

The special joint meeting of the Farmington Hills City Council and Planning Commission was called to order by Mayor Barnett at 6:06pm.

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

Council Members Absent: None

Planning Commission Members Present: Brickner, Mantey, Stimson, Trafelet, and Varga

Planning Commission Member Absent: Countegan

Others Present: City Manager Mekjian, City Clerk Smith, Assistant City Manager Valentine, Directors Gardiner, Mondora, Planning Consultant Arroyo and City Attorney Joppich

WASTE HAULING CONTRACT

Karen Mondora, Director of Public Services, explained that the city's waste hauler contract expires the end of June of this year so staff has been reviewing options with Mark Csapo from Resource, Recovery and Recycling Authority of Southwest Oakland County (RRRASOC) who is present to discuss those options with Council.

Mr. Csapo, RRRASOC, explained that the contract that expires the end of June was initially awarded in 2007 and extended several times in the past. He stated that he reviewed with staff the options of further extending the contract or seeking competitive proposals and it was agreed that it was time to seek competitive proposals. Mr. Csapo stated that proposals were accepted and he reviewed with Council the current and proposed pricing for curbside services as is and then also with recycling and trash carts included as well as a review of those costs over the term of the contract for the proposals received. He noted that Green For Life (GFL) was the low bid. He stated that the contract would be for 5 years with an option for a 3-year extension if approved by both parties. Mr. Csapo discussed GFL's corporate profile and additional background on the company from other communities that utilize their services. He added that GFL has some known team members to Farmington Hills staff and that he feels they would ensure quality service for the city.

Questions were raised by Council regarding the size of trash carts if provided, large item pick-up, clothing pick-up and issues other communities have experienced with GFL.

Mr. Csapo explained that he is not recommending that the city distribute trash carts right away but to wait a year into the contract to make that transition. He is recommending a default size cart of 64 gallons for every household based on past experience with the recycling carts and trying to distribute different sizes right away. He said that adjustments could be made on case-by-case basis if the city agreed. Mr. Csapo

noted that there would be no change in services provided with the exception of an additional two weeks of yard waste pick-up. He added that the clothing pick-up was done by a different company completely and is no longer curbside service but by appointment only.

Mr. Csapo addressed the concerns of Council regarding consistent and quality service for the residents, and he was confident that GFL could provide that to the city.

City Manager Mekjian stated that the contract would be on the next regular meeting agenda, March 28 2022 for consideration.

Mayor Barnett expressed the desire for more recycling opportunities for residents and Mr. Csapo stated that they are working on that.

MASTER PLAN PROCESS UPDATE (THIS ITEM WILL BE A JOINT MEETING WITH THE PLANNING COMMISSION)

Ed Gardiner, Director of Planning and Community Development, stated that several months ago City Council and the Planning Commission held a joint meeting and from that meeting there were 3 items that City Council asked for follow-up information. They included:

- **Update on previous initiatives of the Planning Commission.** This has been provided to City Council for this meeting and if there is time staff can review that with Council.
- **Develop a study group consisting of 3 members of the City Council and 3 members of the Planning Commission.** Those members have been identified and it was recommended that they meet periodically to receive updates and provide guidance throughout the master plan process. One member from the Planning Commission has since resigned so the Planning Commission will appoint that 3rd person at an upcoming meeting.
- **Request for the Planning Consultant to provide a framework for the master plan process.**

Rod Arroyo, Giffels Webster, outlined the master plan process that he and staff proposed that included the following:

- A document that is easy to read and understand – conveys the vision
- Economic snapshot including market analysis
- Robust community engagement
- A plan that supports local policies and land use, set-up for implementation and contains historic context and graphics

Mr. Arroyo discussed in more detail the market assessment and public input proposed. He added that this is roughly an 18-month process.

Council questioned when the subcommittee would start meeting and what the city could do for areas that require immediate attention such as 14 Mile/Orchard Lake Road/Northwestern area, 12 Mile Road office area and CIA identified areas.

Mr. Arroyo suggested that some areas could be addressed through changes in the zoning ordinance.

A social distance district was suggested for the 14 Mile/Orchard Lake Road/Northwestern area. Council acknowledged the construction in this area that potentially could affect more immediate changes.

Director Gardiner suggested that the city consider allowing for a new type of residential component that allows for higher density in certain areas, which was not permitted under current ordinances. Mr. Arroyo agreed and stated that such an ordinance could be developed parallel to the master plan process.

It was noted that the study committee would start meeting next month but a date and time was to be determined.

Mr. Arroyo reviewed the document prepared and submitted by the Planning Commission regarding initiatives that have and have not worked in the past.

Options for alternative funding for the Grand River Corridor were discussed including façade grants and tax abatements per PA 201 recently approved by City Council.

NATIONAL LEAGUE OF CITIES UPDATE

Overall, the council members that attended felt the sessions were worthwhile and that they would support city membership for NLC. A 3-year membership was suggested.

Mayor Barnett stated that this discussion could be included as part of next year's goals setting session.

PUBLIC COMMENT

There were no public comments.

ADJOURNMENT

The study session meeting adjourned at 7:26pm.

Respectfully submitted,



Pamela B. Smith, City Clerk

MINUTES
CITY OF FARMINGTON HILLS
CITY COUNCIL MEETING
MARCH 21, 2022 – 7:30 PM

The regular session meeting of the Farmington Hills City Council was called to order by Mayor Barnett at 7:36pm.

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 Mondora, Monico and Schnackel, 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 Bruce, support by Newlin, to approve the agenda as published.

MOTION CARRIED 7-0.

PROCLAMATION RECOGNIZING MARCH 20-26, 2022 AS SEVERE WEATHER AWARENESS WEEK

The following Proclamation was read by Council Member Knol and accepted by Fire Fighter, Jamie Neufeld:

**PROCLAMATION
Severe Weather Awareness Week
March 20 – 26, 2022**

WHEREAS, Governor Gretchen Whitmer and Oakland County Executive David Coulter have declared the week of March 20 – 26, 2022 as Severe Weather Awareness Week in Michigan; and

WHEREAS, the Oakland County Homeland Security Division will engage in public education efforts during Severe Weather Awareness Week to help minimize the loss of life, destruction of property, and disruption of daily activities that can result from severe weather including tornadoes, flooding, high winds, and other weather patterns; and

WHEREAS, to further raise the awareness level of severe weather safety and to promote tornado safety preparedness, Oakland County will conduct a special test of its Outdoor Warning System sirens on **Wednesday, March 23, 2022 at 1:00 p.m.**

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 March 20 – 26, 2022 as **Severe Weather Awareness Week** in Farmington Hills and encourage all residents, schools, and businesses to test their severe weather action plans to ensure the safety of everyone in our community.

PROCLAMATION RECOGNIZING MARCH 2022 AS NATIONAL NUTRITION MONTH

The following Proclamation was read by Council Member Bruce and accepted by Clinical Dietitian Jill Bruce:

**PROCLAMATION
National Nutrition Month®
Celebrate a World of Flavors
March 2022**

WHEREAS, the Academy of Nutrition and Dietetics celebrates National Nutrition Month each year to focus attention on the importance of making informed food choices and developing sound eating habits; and

WHEREAS, food is the substance by which life is sustained, and eating a healthy and well-balanced diet is essential for growth and development and plays a vital role in a person's overall health and wellbeing; and

WHEREAS, a proper diet in childhood can prevent health problems such as obesity, tooth decay, and iron deficiency anemia; and

WHEREAS, the medical and health care community continue to make strides in understanding the crucial role that nutrition plays in overall wellness, and research has shown that a higher quality of nourishment helps prevent cancer, heart disease, diabetes, and other factors leading to premature death; and

WHEREAS, there is a need for continuing nutrition education and a wide-scale effort to enhance healthy eating practices, and expand food access for underserved communities to improve nutrition and lower costs related to obesity and diet-related diseases; and

WHEREAS, proper nutrition is key to a healthy, long, and productive life and Registered Dietitian Nutritionists are the experts who can translate the science of nutrition into practical solutions for healthy living.

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 March 2022 as **National Nutrition Month®** and encourage our citizens to join the campaign and become concerned about their nutrition and the nutrition of others to help achieve optimum health now and in the future.

PRESENTATION ON WATER POLLUTION FROM NORTH FARMINGTON HIGH SCHOOL AMERICAN RED CROSS CLUB.

The following students and members from the North Farmington High School American Red Cross Club provided a presentation on water pollution:

Tejaswini Sivalokanathan, President and Founder
Ilakiya Rajaguru, Vice President
Angelina Sun, Executive Board Secretary

CORRESPONDENCE

Councilmembers acknowledged the following correspondence received:

- Complaint regarding trash at a home. This was forwarded to the City Manager
- Licensed Practical Nurse (LPN) School opening in Farmington Hills and asking for the Council's support
- Concerns of flooding in Heritage Hills
- Marijuana licenses in the city. The Mayor mentioned to those concerned there would be upcoming community conversations held on this issue
- Construction zone at 14 Mile/Orchard Lake Road. It was noted that alternate directional information was on the city's website

CONSENT AGENDA

MOTION by Massey, support by Bridges, to approve consent agenda items #9 – 15, as read.

Roll Call Vote:

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

Nays: NONE

Absent: NONE

Abstentions: NONE

MOTION CARRIED 7-0.

MOTION by Bruce, support by Massey, to approve consent agenda item #16, as read.

Roll Call Vote:

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

Nays: NONE

Absent: NONE

Abstentions: BOLEWARE AND BRIDGES

MOTION CARRIED 5-2.

PROCLAMATION THAT THE CITY OF FARMINGTON HILLS STANDS IN SOLIDARITY WITH THE SOVEREIGN NATION OF UKRAINE

The following Proclamation was read by Council Member Massey and accepted by Dr. Olena Danylyuk.

**PROCLAMATION
Farmington Hills Stands in Solidarity with the
Sovereign Nation of Ukraine
March 2022**

WHEREAS, there are about 45,000 Ukrainian Americans in the metro Detroit area, all watching in shock and horror as their homeland is attacked by Russia; and

WHEREAS, the City of Farmington Hills is proud to have Ukrainians among our community's diverse population and we stand in solidarity with the Sovereign Nation of Ukraine during this unprovoked declaration of war; and

WHEREAS, Michigan welcomed Ukrainian immigrants following World War I, World War II, and the collapse of the Soviet Union, and the state's Ukrainian American community has become one of the largest and most active in the United States; and

WHEREAS, our hearts go out to those with relatives and loved ones in Ukraine who now face the loss of their homes and their lives during this time of unimaginable violence; and

WHEREAS, we support efforts to provide humanitarian aid to the millions of people who are fleeing conflict in Ukraine; and

WHEREAS, the City Council denounces this unjustified aggression and reaffirms our commitment to promoting the values of freedom and democracy throughout the world.

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 that the City **Stands in Solidarity with the Sovereign Nation of Ukraine** and we encourage our citizens to show their support for all Ukrainian Americans in our community.

PUBLIC QUESTIONS AND COMMENTS

There were no public questions or comments.

COUNCIL MEMBERS COMMENTS AND ANNOUNCEMENTS

There were no Council Member comments or announcements.

CITY MANAGER UPDATE

City Manager Mekjian made the following comments:

- Marijuana information gathering sessions and noted that similar sessions would be held for the public on this topic
- Spring yard waste pickup resumes April 11th
- Trash complaint mentioned has been followed up on by the zoning department
- The construction at 14 Mile Rd and Orchard Lake Road was planned due to future construction of I-696 and that federal funding was available now for the project

NEW BUSINESS

CONSIDERATION OF APPROVAL OF APPOINTMENTS TO THE PLANNING COMMISSION.

MOTION by Massey, support by Knol, that the City Council of Farmington Hills hereby confirms the Mayor's recommendation to appoint Taranji Grant to the Planning Commission with a term ending February 1, 2025.

MOTION CARRIED 7-0.

CONSIDERATION OF APPROVAL OF THE TRANSFER OF OWNERSHIP AND LOCATION OF AN ESCROWED 2021 CLASS C LIQUOR LICENSE WITH SUNDAY SALES AND CATERING PERMIT LOCATED AT 32555 NORTHWESTERN HIGHWAY.

Clerk Smith explained that the request was for the transfer of an escrowed license to be used for a catering business, which is a different use than what the city would typically see. She explained that the city attorney was consulted regarding the language of the city ordinance and the attorney opinion was included in council's meeting information. The applicant and attorney were present for any questions.

Attorney Kelly Allen, representing Zach Sklar owner of Cutting Edge Cuisine, explained that a Class C license is required for the proposed catering business that would focus on large events such as weddings. There is no standard menu as the menu is selected for each event. She introduced Mr. Sklar to speak about his business.

Mr. Sklar stated that he was a North Farmington High School graduate that grew up in Farmington Hills. He has 14 restaurants around the country and this would be his first business in Farmington Hills. He caters to high-end clients and businesses and is happy to be coming back to Farmington Hills to open up a business. He mentioned that the location was formerly Anna's House.

MOTION by Bridges, support by Boleware, that the City Council of Farmington Hills hereby adopts the resolution for APPROVAL to the Michigan Liquor Control Commission for the request from Cutting Edge Cuisine LLC for the transfer of ownership of an escrowed 2021 Class C Liquor License with Sunday Sales (AM & PM) and Catering Permits located at 32555 Northwestern Highway.

Roll Call Vote:

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

MOTION CARRIED 7-0.

CONSIDERATION OF APPROVAL OF CONSENT TO CONVEYANCE AND TRANSFER OF THE PROPERTY AND BUSINESS LOCATED AT 25911 MIDDLEBELT ROAD. CMR 3-22-22

Councilmember Bruce recused himself from the discussion and vote on this item and left the meeting during the discussion due to a conflict of interest.

City Attorney Joppich stated that this was a unique situation as this is a private transaction for the sale or property, but because there is an existing consent judgement on the property that included terms of how the property could be used, the Judge is requiring consent of the sale to the new proposed owners. He noted that the use will not change and that City Council approval cannot be unreasonably withheld. Attorney Joppich added that the city has included required financial security for cleaning out the detention ponds to which the parties have agreed and the check has already been submitted.

Council inquired about if the use should change in the future. Attorney Joppich responded that any change in use of the property would require an amendment to the consent judgment.

MOTION by Massey, support by Knol, that the City Council of Farmington Hills hereby approves the request for and consent to conveyance and transfer of the property and business located at 25911 Middlebelt Road, City of Farmington Hills, pursuant to Fifth Amendment to Consent Judgment, and the agreement to provide financial guarantee & complete maintenance of detention ponds.

MOTION CARRIED 7-0.

CONSENT AGENDA

RECOMMENDED APPROVAL OF AWARD OF CONTRACT FOR THE ROCK RIDGE LANE IMPROVEMENTS TO FLORENCE CEMENT COMPANY IN THE AMOUNT OF \$950,069.11. CMR 3-22-23

MOTION by Massey, support by Bridges, that the City Council of Farmington Hills hereby awards the Rock Ridge Lane Improvements Project to Florence Cement Company, in the amount of \$950,069.11.

IT IS FURTHER RESOLVED, the City Manager and the City Clerk are authorized to execute the contract on behalf of the City.

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 AWARD OF CONTRACT FOR THE 2022 LOCAL ROADS HMA REHABILITATION PROJECT FOR VINEWOOD/MACWOOD SUBDIVISION, GRAND RIVER ACRES SUBDIVISION AND KENSINGTON GARDENS SUBDIVISION TO NAGLE PAVING COMPANY IN THE AMOUNT OF \$1,153,191.83. CMR 3-22-24

MOTION by Massey, support by Bridges, that the City Council of Farmington Hills hereby awards the 2022 Local Roads HMA Rehabilitation Project for Vinewood/Macwood, Grand River Acres and Kensington Gardens Subdivision to the lowest competent bidder, Nagle Paving Company, in the amount of \$1,153,191.83, and

IT IS FURTHER RESOLVED, the City Manager and the City Clerk are authorized to execute the contract on behalf of the City.

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 AWARD OF BID TO S&H TRUCKING ENTERPRISES FOR SYNTHETIC TURF FIELD REPLACEMENT IN THE AMOUNT OF \$660,000 AND TO STAR TRAC ENTERPRISES FOR TRACK REPAIR AND SURFACE IN THE AMOUNT OF \$130,000. CMR 3-22-25

MOTION by Massey, support by Bridges, that the City Council of Farmington Hills hereby authorizes the City Manager to enter into an agreement with S & H Trucking Enterprises for \$660,000 (\$645,000 + \$15,000 contingency) for the synthetic turf field replacement and with Star Trac Enterprises for \$130,000 (\$125,000 + \$5,000 contingency) for track repair & surface.

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 AWARD OF PROPOSAL FOR SPECIAL SERVICES FACILITIES AND PROGRAM CONSULTANT TO SPORTS FACILITIES COMPANIES IN THE AMOUNT OF \$78,500. CMR 3-22-26

MOTION by Massey, support by Bridges, that the City Council of Farmington Hills hereby authorizes the City Manager to approve a contract for the Special Services Facilities & Program Consultant with Sports Facilities Companies in the amount of \$78,500.

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 AWARD OF PROPOSAL FOR REPAIR/REFURBISHMENT OF VILTER AMMONIA COMPRESSOR TO DELTA TEMP, INC. IN AN AMOUNT NOT TO EXCEED \$16,000. CMR 3-22-27

MOTION by Massey, support by Bridges, that the City Council of Farmington Hills hereby authorizes the City Manager to issue a purchase for repair/refurbishment of a Vilter Ammonia Compressor to Delta Temp, Inc in an amount not to exceed \$16,000.

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 AWARD OF PROPOSAL TO FURNISH AND INSTALL COLD FLOOR PUMPS TO SERV-ICE REFRIGERATION IN AN AMOUNT NOT TO EXCEED \$35,000. CMR 3-22-28

MOTION by Massey, support by Bridges, that the City Council of Farmington Hills hereby authorizes the City Manager to issue a purchase order for furnishing and installing cold floor pumps to Serv-Ice Refrigeration in an amount not to exceed \$35,000.

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 REQUEST FOR EMPLOYMENT UNDER SECTION 10.01A OF THE CITY CHARTER FOR A HAWK'S NEST LEADER.

MOTION by Massey, support by Bridges, that the City Council of Farmington Hills hereby approves the request for employment under Section 10.01A of the City Charter for Terry Lawrence as a Hawk's Nest Leader in the Special Services Department. Terry is the mother of Fermon Tate, who is a Healthy Living Coach in the Special Services Department.

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 REGULAR SESSION MEETING MINUTES OF FEBRUARY 28, 2022.

MOTION by Bruce, support by Massey, that the City Council of Farmington Hills hereby approves the City Council regular session meeting minutes of February 28, 2022.

Roll Call Vote:

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

MOTION CARRIED 5-2.

ADDITIONS TO AGENDA

There were no additions to the agenda.

ATTORNEY REPORT

The attorney report was received by Council.

ADJOURNMENT

MOTION by Massey, support by Bruce, to adjourn the regular session City Council meeting at 8:31pm.

MOTION CARRIED 7-0.

Respectfully submitted,



Pamela B. Smith, City Clerk