

AGENDA
CITY COUNCIL STUDY SESSION
SEPTEMBER 23, 2024 – 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. Presentation of [Courts and Law Enforcement Management Information System \(CLEMIS\)](#)
4. Discussion on the [Oakland County Nine Mile Pathway Task Force Memorandum of Understanding](#)
5. Update on [Cannabis](#) Petitions
6. Adjourn Study Session

Respectfully submitted,

Carly Lindahl, 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.



INTEROFFICE CORRESPONDENCE

TO: City Manager Gary Mekjian

FROM: Police Chief Jeff King

DATE: September 19, 2024

SUBJECT: Courts and Law Enforcement Management Information System (CLEMIS) Presentation

Per your request, I have confirmed that James Manning (Chief of CLEMIS) will present an update of the technology, operational, and administrative activities of CLEMIS at Monday's (September 23rd, 2024) City Council Study Session. This will include an opportunity for council members to make inquiries as to current and future capabilities.

Oakland County Nine Mile Pathway Task Force Memorandum of Understanding

By and Among the Communities of Hazel Park, Ferndale, Oak Park, Farmington, Farmington Hills, Southfield, and Oakland County.

This Memorandum of Understanding between these 7 communities is for the purpose of clarification of the planning and development of the Nine Mile Pathway. This Memorandum is intended to acknowledge a voluntary, cooperative association among the participating communities and shall not be construed to create or establish binding or enforceable commitments, responsibilities, burdens, obligations or liabilities on the part of any participating community. Any participating community may terminate its participation upon notice to other communities.

Pathway Development

Each community agrees to plan, coordinate and develop the trail through their community as proposed in the Nine Mile Pathway Feasibility Study as they are able. The Nine Mile Pathway Feasibility Study will serve as a guide for pathway development, and may be adjusted as necessary for the success of the pathway.

Management and Maintenance

All issues of pathway development, management and maintenance of each community's section of the pathway will remain the sole responsibility and be under the total control of each community.

Quarterly Meetings

Quarterly Nine Mile Pathway Task Force will be scheduled for representatives of each local unit of government for the purpose of cooperation in areas of mutual benefit.

Concurrence

The communities of Hazel Park, Ferndale, Oak Park, Farmington, Farmington Hills, Southfield and Oakland County concur with the intent of this Memorandum of Understanding.

City of Hazel Park

Date

City of Ferndale

Date

City of Oak Park

Date

City of Farmington

Date

City of Farmington Hills

Date

City of Southfield

Date

Oakland County

Date





NINE MILE CORRIDOR

Urban Trail

FEASIBILITY STUDY

Final Plan Report - July 2023

ACKNOWLEDGEMENTS

TASK FORCE

Oakland County Parks and Recreation

Chris Ward, Director
Melissa Prowse, Manager, Planning & Development

City of Farmington Hills

Gary Mekjian, City Manager
Ellen Schnackel, Director of Special Services

City of Farmington

David Murphy, City Manager
Chris Weber, Treasurer-Finance Director

City of Southfield

Fred Zorn, City Manager
Terry Croad, Director of Planning
Thomas Paison, Deputy City Planner

City of Oak Park

Erik Tungate, City Manager
Crystal Van Vleck, Director of Strategic Planning & Special Projects
Kimberly Marrone, Economic Development & Planning Director

City of Ferndale

Joe Gacioch, City Manager
Roger Caruso, Community & Economic Development Director
Kyle Bryce, Planner

City of Hazel Park

Ed Klobucher, City Manager
Sareen Papakhian, Director of Recreation
James Finkley, Planning & Community Development Director

Thank you to the community residents who participated in surveys and public meetings to express their support and concerns throughout the development of this plan.

Prepared for:



Prepared by:



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Haggerty Rd



Halsted Rd



Drake Rd

Gill Rd

Middlebelt Rd

Orchard Lake Rd

Farmington Rd

INTRODUCTION

EXECUTIVE SUMMARY

The Nine Mile Corridor Plan is an ambitious vision for 18 miles of non-motorized facilities through South Oakland County. This plan effectively interconnects six vibrant and distinct communities, weaving together a tapestry of cultural amenities and outdoor recreation opportunities throughout Southeast Oakland County. Upon its completion, the Nine Mile Corridor will serve as a community amenity that seamlessly links residents to a plethora of esteemed institutions and sought-after destinations. These include prestigious universities, cutting-edge hospitals, breathtaking parks, renowned schools, bustling downtown districts, and thriving employment centers.

Furthermore, The Nine Mile Corridor Plan presents a strategic opportunity to elevate the existing non-motorized network by integrating approximately 11 miles of 8' and 10' shared use paths. Additionally, it aims to introduce 3 miles of state-of-the-art bicycling facilities, improve 1 mile of sidewalks, and create two pedestrian-centered alleys, all thoughtfully designed along a predominantly car-oriented road. This Plan includes an Action Plan consisting of project prioritization, funding opportunities, corridor recommendations to assist in future implementation of the pathways.

By forging this comprehensive path, the plan seeks to address connections between the communities, break down community barriers and rectify social inequities. This project has the potential to be transformative for the region, as it will enable residents of Oakland County to traverse the distance from I-275 in Farmington Hills to I-75 in Hazel Park seamlessly by means of bicycles, scooters, foot travel, and assistive mobility devices.

This paradigm shift in transportation options will revolutionize the way people live, work, and engage in leisure activities, while simultaneously fostering the area's well-being, environmental preservation, active transportation culture, and overall economic development.

PURPOSE OF THE PLAN

The Nine Mile Corridor Plan, initiated in the summer of 2022, consisted of a 10-month planning process with the aim of identifying the most favorable non-motorized treatment for Nine Mile Road. Stretching from I-75 in Hazel Park to I-275 in Farmington Hills, this plan emerged through a series of productive meetings involving City Managers from Hazel Park, Ferndale, Oak Park, Southfield, Farmington, and Farmington Hills. The discussions revolved around the tremendous potential for collaborative recreational assets in Southern Oakland County. As a locally owned roadway that seamlessly connects each community, Nine Mile Road boasts proximity to numerous parks, recreational facilities, neighborhoods, and bustling business districts, making it an ideal candidate for non-motorized transportation enhancement.

The core objective of the Nine Mile Corridor Plan was to evaluate the feasibility of a cohesive non-motorized pathway, ensuring residents along the corridor can safely and comfortably walk or bike from one end to the other. The pathway would form the backbone of a broader non-motorized network, interconnecting the parks, business districts, and other valuable assets of each community. The plan includes a well-researched recommended route for the pathway, including a preferred facility type that optimizes user experience, while also presenting exciting place-making opportunities. Moreover, the plan will provide options to stimulate economic development, along with funding opportunities and implementation strategies tailored to each community's unique needs. By aligning their efforts, these communities can collectively implement the shared vision for the Nine Mile Corridor, fostering a vibrant and interconnected transportation ecosystem.

PROJECT GOALS

The project goals for the Nine Mile Corridor Plan were developed in coordination with the Task Force at the start of the project. The goals guided the development of recommendations for the corridor plan.

The Nine Mile Corridor Plan should...



CONNECT the communities along Nine Mile and Nine Mile to surrounding community amenities



ATTRACT development and business along Nine Mile through multi-modal transportation investments



UNIFY the Nine Mile corridor through placemaking initiatives



MANAGE stormwater effectively through green infrastructure development



SUPPORT enhanced mobility for the surrounding communities



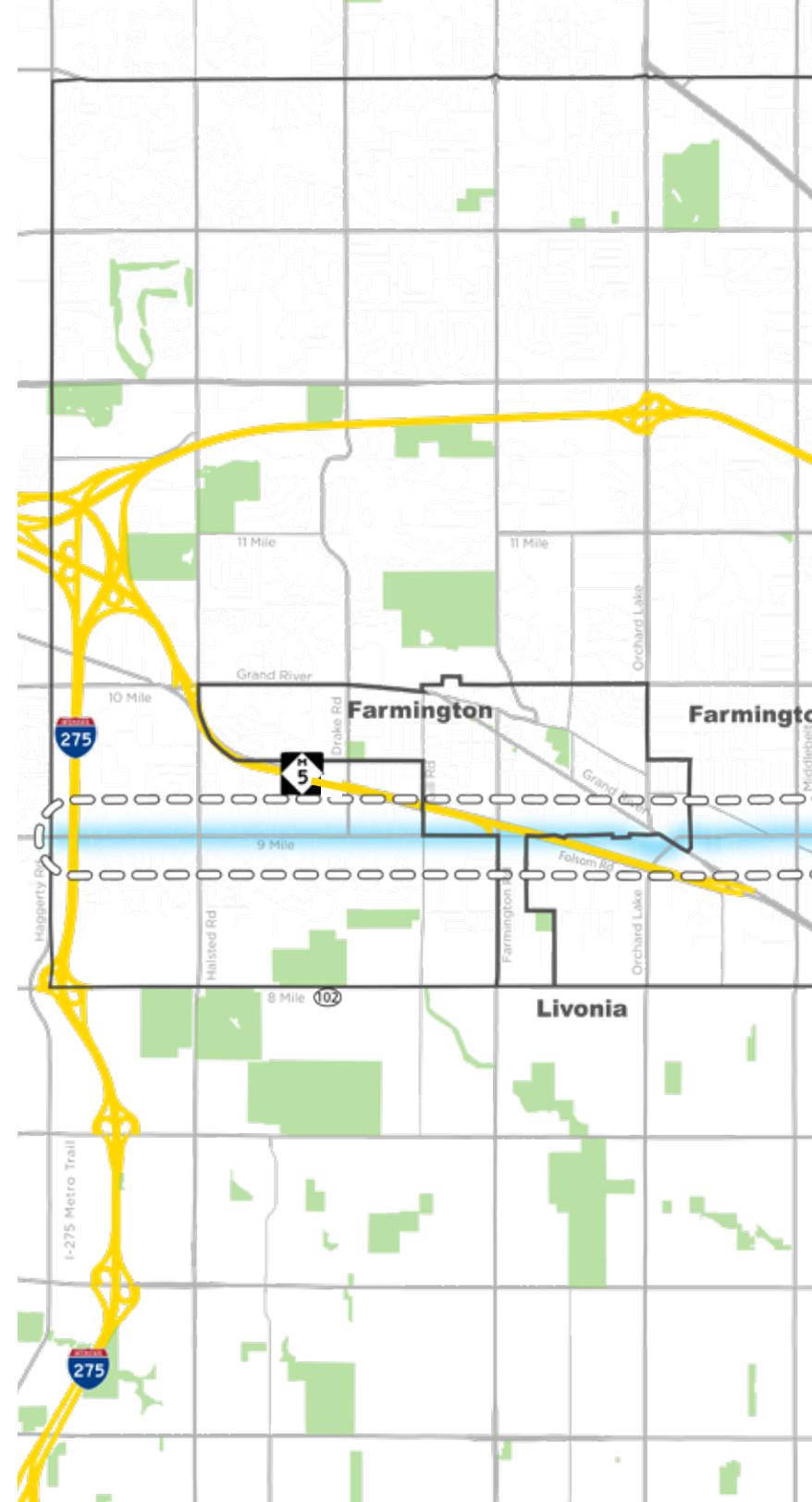
IDENTIFY potential funding mechanisms for priority projects

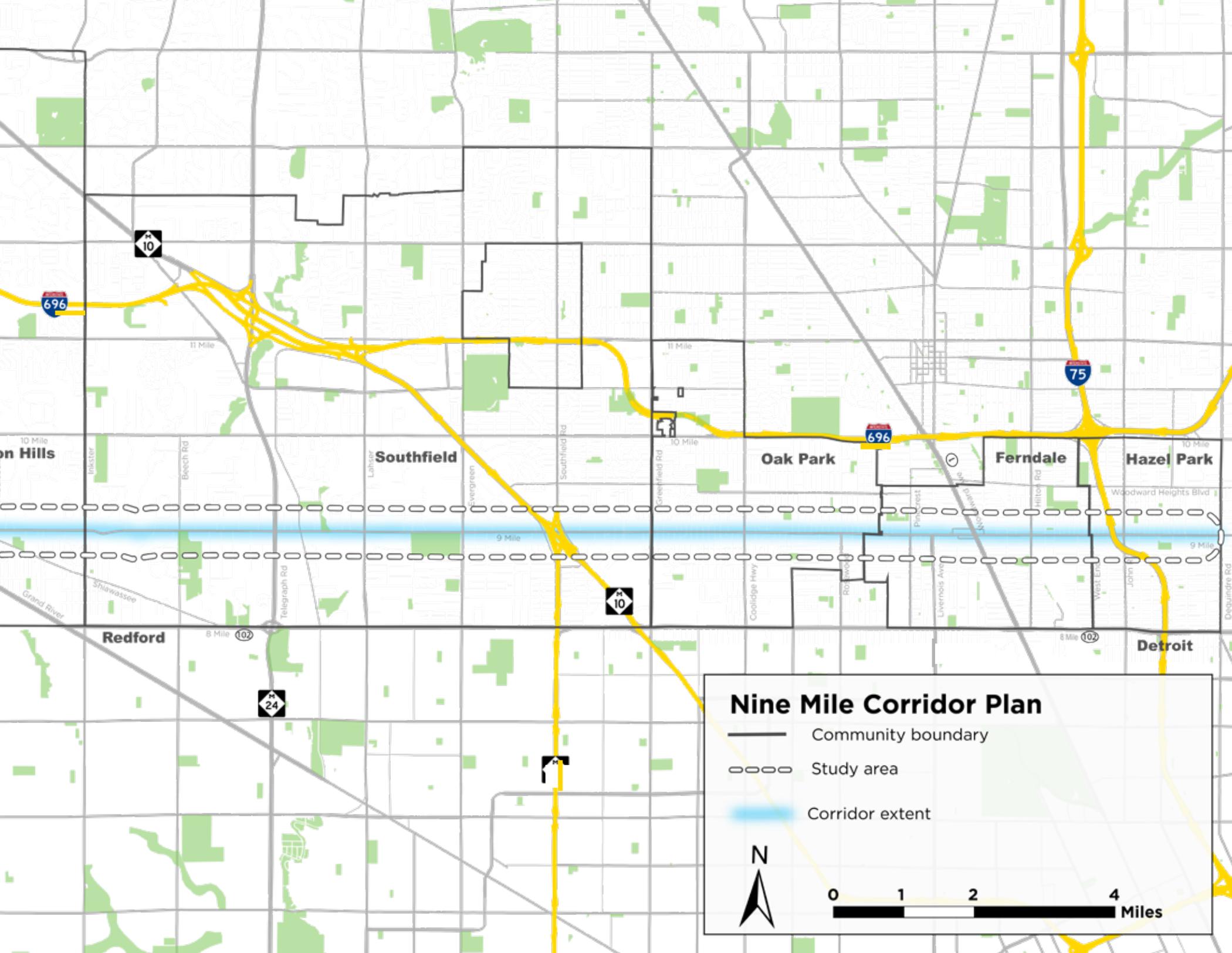


EXISTING CONDITIONS

STUDY AREA

The Nine Mile Corridor Plan envisions an 18-mile corridor with non-motorized facilities that links together six diverse communities, cultural amenities, and outdoor recreation opportunities within Southern Oakland County. This multi-community feasibility study is possible through SEMCOG's Planning Assistance Program, which seeks to advance projects that focus on traffic safety, transportation equity, and regionally significant trails and greenways. When complete, the Nine Mile Corridor will connect residents to numerous popular institutions and destinations, including universities, hospitals, parks, schools, downtown districts, and employment centers.

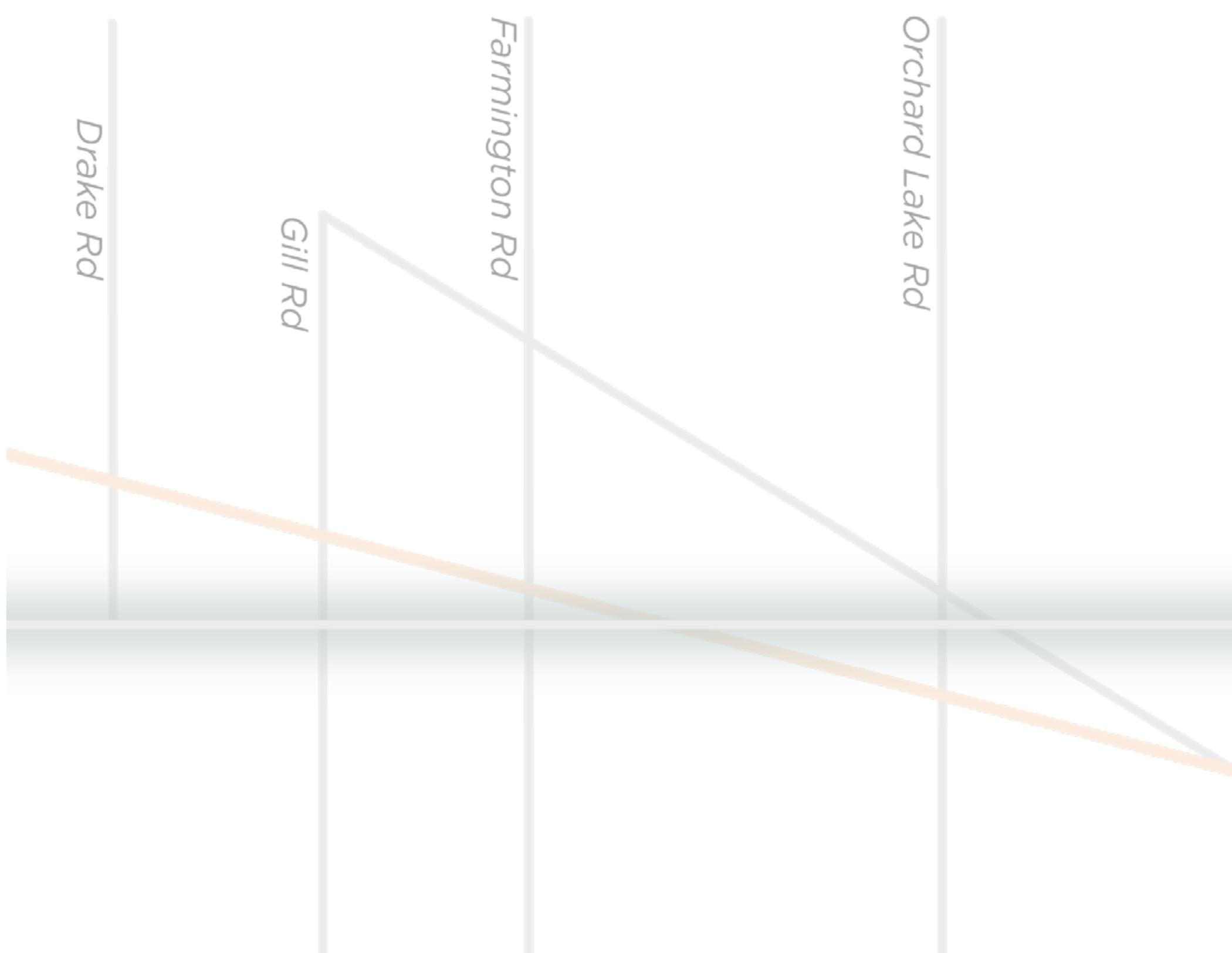




Nine Mile Corridor Plan

- Community boundary
- - - Study area
- Corridor extent





Jerico

Beech Rd

Inskster Rd

Middlebelt Rd

DISCOVERY

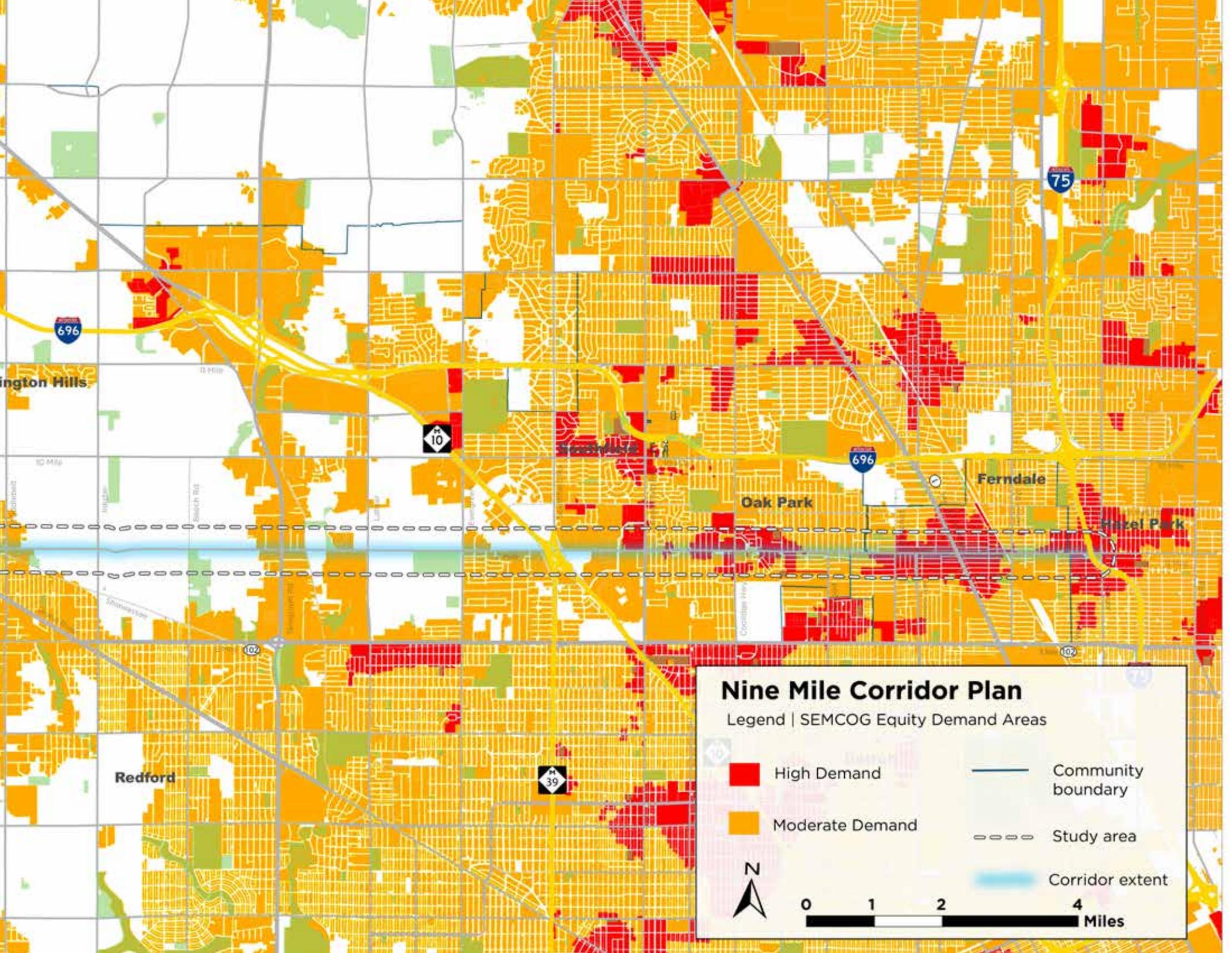
EQUITABLE TRAIL DEVELOPMENT

Recently, the Southeast Michigan Council of Governments (SEMCOG) performed an analysis of the region to better understand where there are currently high and moderate concentrations of equity populations. The SEMCOG analysis used US Census demographic data to map the locations of five specific socioeconomic groups that typically rely more on walking and biking: children, low-income households, minority populations, senior citizens, and transit dependent households. SEMCOG then developed a cumulative score across the five indicators to identify the Very High, High, Moderate, and Low concentrations of equity populations.

Based on the analysis, there is a wide range of equity population concentrations throughout the Nine Mile Corridor. The east end is comprised of higher equity concentration areas, particularly in Hazel Park and Oak Park. Southfield has portions near the Telegraph Road and Nine Mile intersection that consist of High equity concentrations. The farther west along the corridor, the fewer High equity populations there are. However, Farmington and Farmington Hills contain many Moderate equity concentration areas.

Equity and social justice are a guiding principle to this plan, as well as the Oakland County Parks and Recreation's vision and mission. The data provided by SEMCOG's Equity Demand analysis offers guidance to the project team, Task Force, and other partners responsible for implementation to center equity at each stage of the planning and decision-making process.





Nine Mile Corridor Plan

Legend | SEMCOG Equity Demand Areas

 High Demand

 Moderate Demand

 Community boundary

 Study area

 Corridor extent



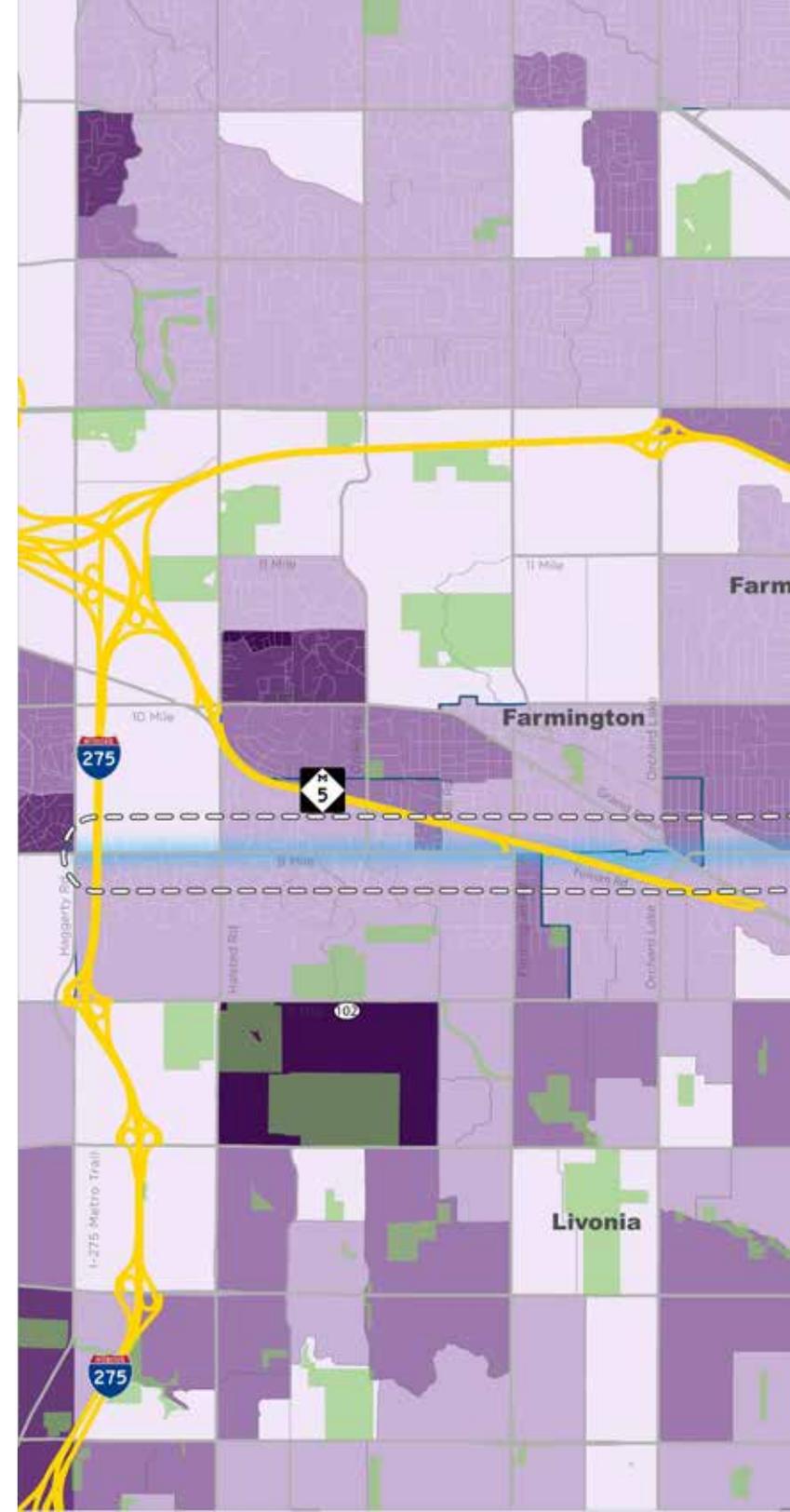
TRAIL SERVICE AREA

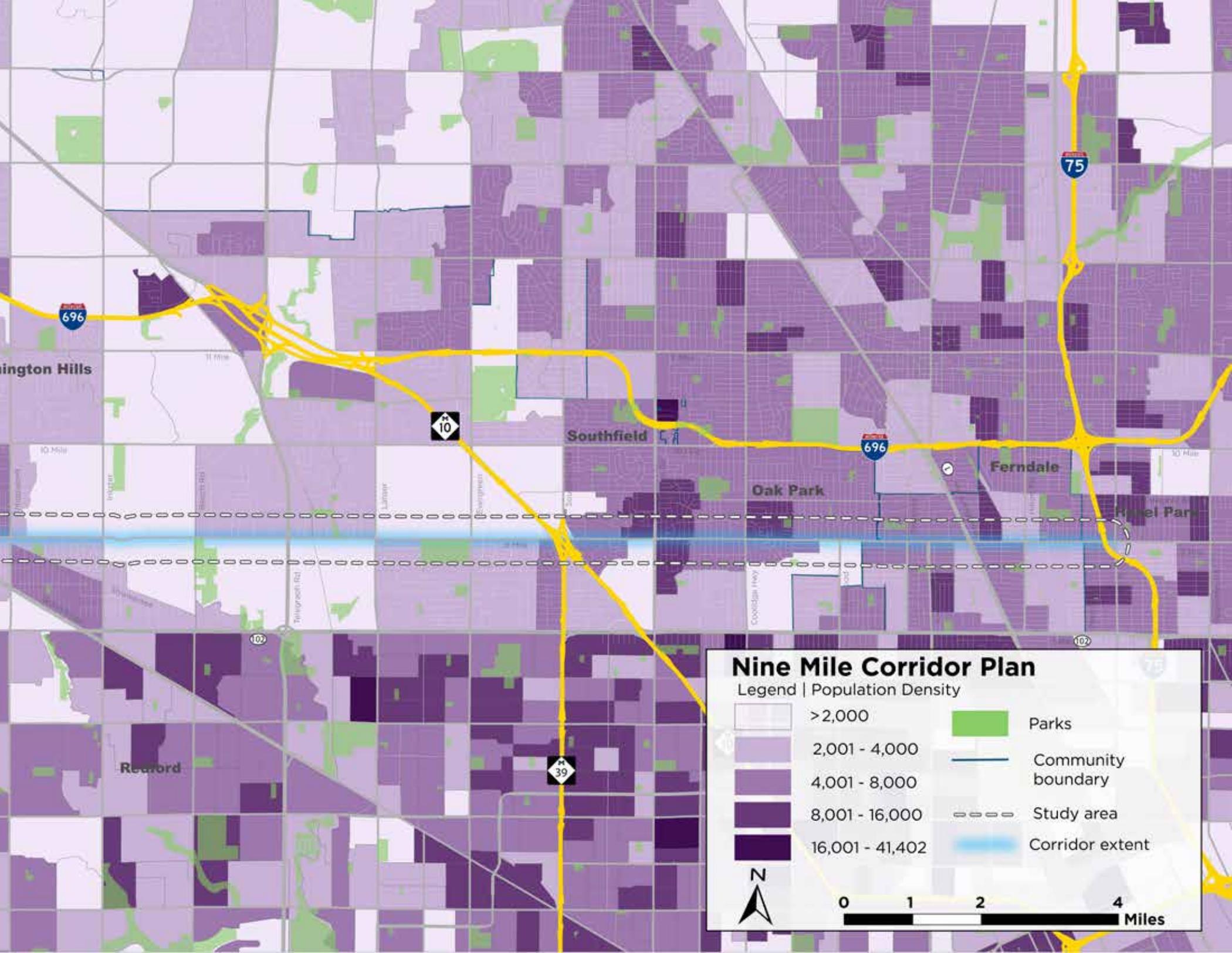
Comfortable walking distance is defined as $\frac{1}{4}$ mile from a destination, or about a 5-minute walk. A comfortable biking distance is defined as 1 mile from corridor, or a 5-minute bike ride. Within the service area there are:

- Over 43,000 who live within walking distance
- 3,755 people per square mile within walking distance
- Nearly 95,000 who live within biking distance
- 1,900 people per square mile within biking distance

This is a huge benefit to the Nine Mile Corridor and improving connections to and along the street can help transform Nine Mile into a community connector.

These statistics underscore the immense value of the Nine Mile Corridor and emphasize the transformative potential of improving connections both to and along this street. By enhancing accessibility and promoting connectivity, the corridor can evolve into a vital community connector, fostering a sense of cohesion and facilitating seamless interactions among residents, businesses, and recreational spaces.





Nine Mile Corridor Plan

Legend | Population Density

>2,000

2,001 - 4,000

4,001 - 8,000

8,001 - 16,000

16,001 - 41,402

Parks

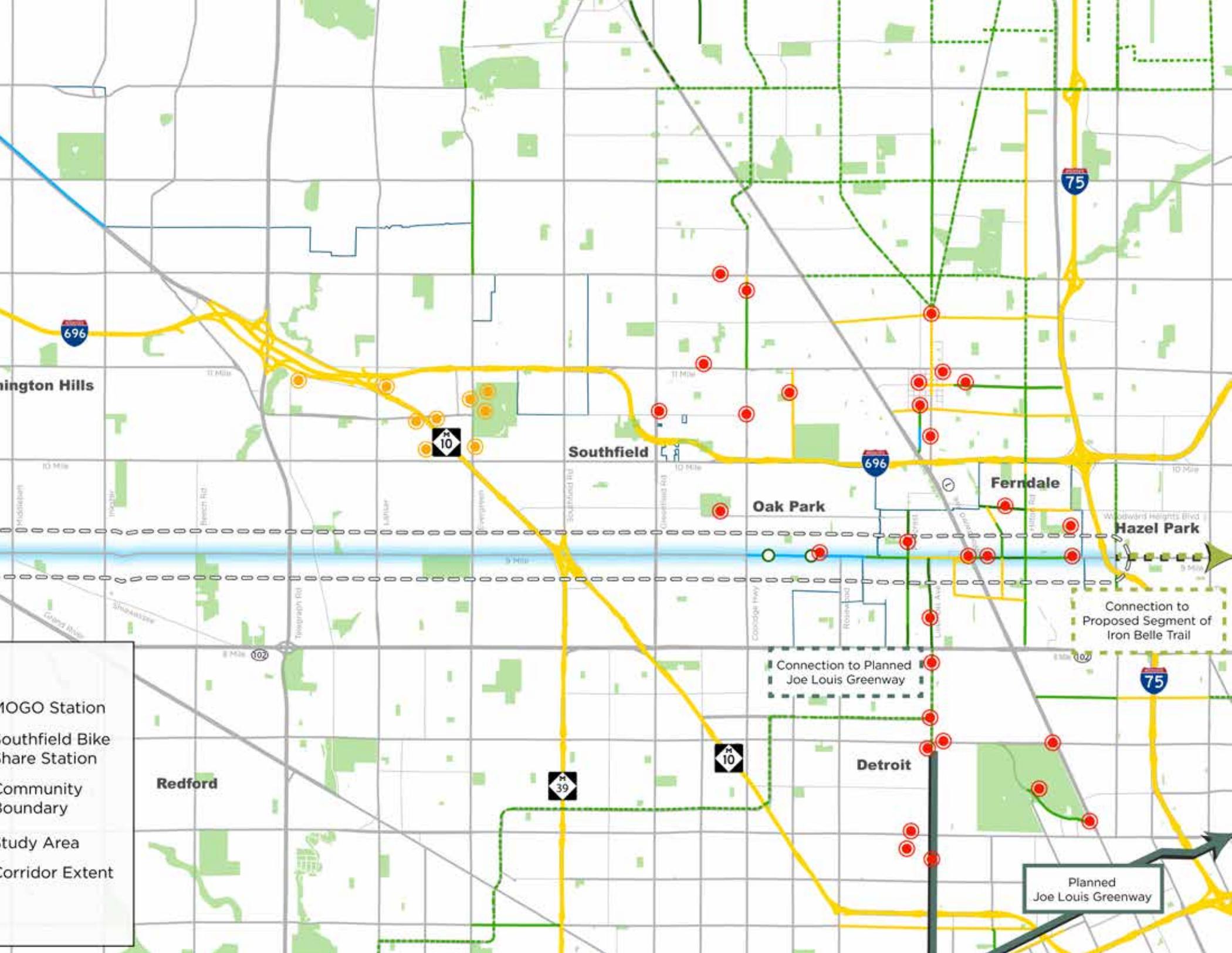
Community boundary

Study area

Corridor extent



0 1 2 4 Miles



Southfield Hills

Southfield

Oak Park

Ferndale

Hazel Park

Redford

Detroit

- MOGO Station
- Southfield Bike Share Station
- Community Boundary
- Study Area
- Corridor Extent

Connection to Planned Joe Louis Greenway

Connection to Proposed Segment of Iron Belle Trail

Planned Joe Louis Greenway



PLANNING FOUNDATIONS FOR THE NINE MILE CORRIDOR

This plan is supplementary to the planning efforts of each aforementioned community and Oakland County, designed to be used by each stakeholder in grant applications and capital improvement funding requests. A review of the six municipalities' existing relevant plans was completed to better understand each community's goals and needs, and how the Nine Mile Corridor project would align with and support those goals. The following materials were reviewed:

Southeast Michigan Council of Governments (SEMCOG)

- » Regional Bicycle and Pedestrian Corridors map
- » Equity Emphasis Area Analysis
- » Demand Area Analysis
- » Parks and Recreation map

City of Hazel Park

- » Master Plan update (2020)
- » Parks and Recreation Master Plan (2020) survey results

City of Ferndale

- » Ferndale Moves Mobility Plan update (2021)
- » Parks and Recreation Master Plan (2022-2027)
- » Master Plan update (2022-2027)

City of Oak Park

- » Complete Streets Plan
- » Master Plan update (2020)

City of Southfield

- » Sustainable Southfield 2.0, Comprehensive Master Plan 2023-2028 (2022)
- » Non-Motorized Pathway and Public Transit Plan (2012)
- » Parks and Recreation Master Plan (2022-2026) survey results

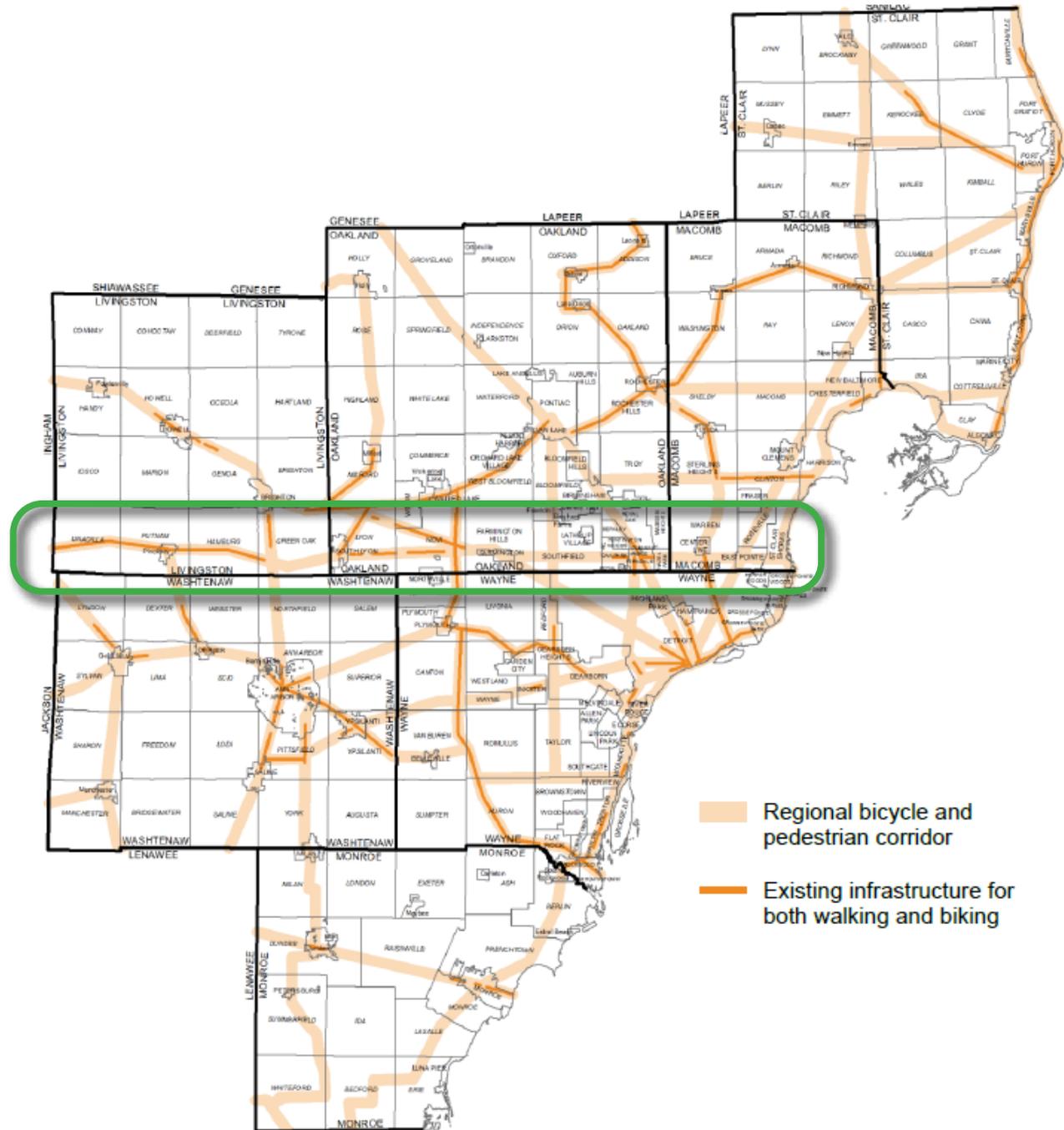
City of Farmington

- » Master Plan update (2019)
- » Farmington Parks and Recreation Master Plan (2019-2023)

City of Farmington Hills

- » Parks and Recreation Master Plan (2019-2023)

The Nine Mile Corridor project would also contribute a segment of non-motorized facilities to a regional non-motorized corridor envisioned by SEMCOG, the Pinckney to St. Clair Shores Corridor (located within the green box on the map). Completion of this crucial first segment would build momentum for neighboring communities to cooperatively complete the corridor, bringing bicycle and foot traffic from Southeast Oakland County communities to destinations like Lake St. Clair and the Pinckney Recreation Area.



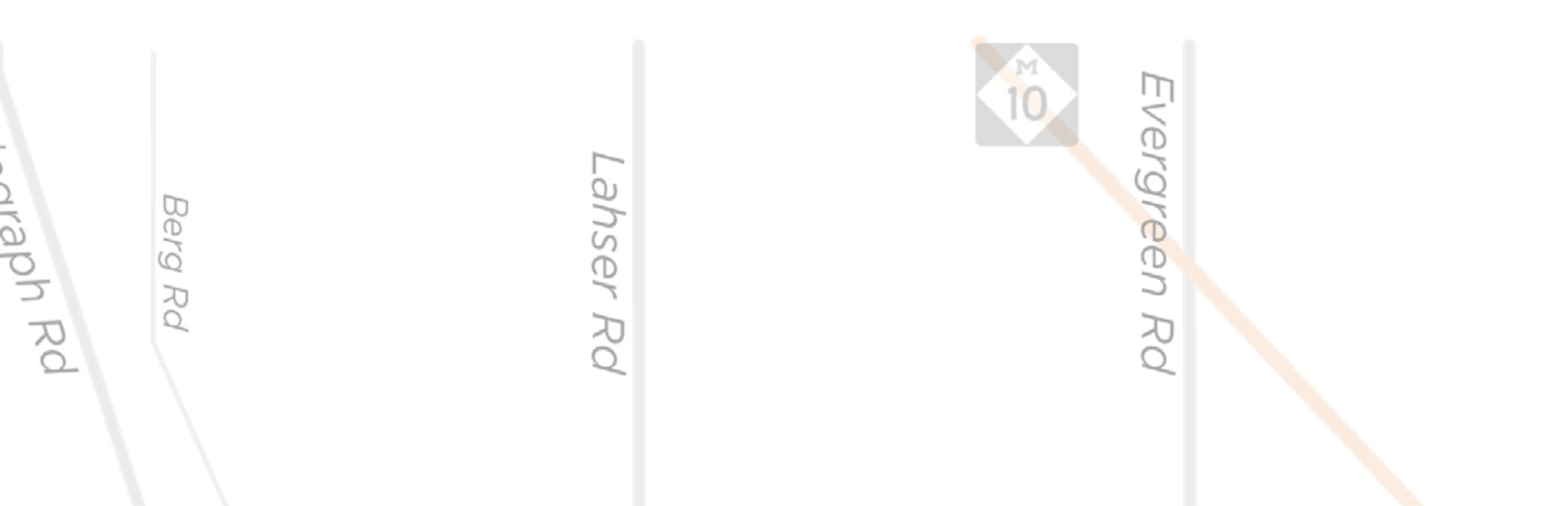
SEMCOG's Regional Trails Network as identified in their *Bicycle and Pedestrian Mobility Plan for Southeast Michigan*.

Teley

Beech Rd

Inskster Rd

Middlebelt Rd



COMMUNITY ENGAGEMENT

COMMUNITY ENGAGEMENT

TASK FORCE CORRIDOR TOUR

In late September 2022, the project team organized a bus tour of the study area with the Task Force. The purpose of this group outing was to better understand the existing conditions and true nature of the corridor, to interact with issues related to past and future planning along Nine Mile within each community, and to collaborate on future visioning for the corridor improvement, branding, and community engagement events.

Tour Segment 1 – Farmington Hills, Farmington, Southfield

The tour began at the new I-275 Metro Trail trailhead in Farmington Hills and moved east along Nine Mile Rd from Haggerty Rd. Wide sidewalks and shared-use paths were observed on both sides of Nine Mile Rd to the intersection of Gill Rd. There are fewer traffic lanes on the western end of the corridor, which provides ample room in the right-of-way for pathway widening and enhancements. There is also generous tree canopy cover along Nine Mile Rd in Farmington Hills and Southfield.

The tour's first stop was at the intersection of Farmington Rd and Nine Mile Rd, at the Farmington Hills-Farmington boundary. The shopping center at the southeast corner presents an infill development opportunity, which could incorporate parking, a comfort station, and other amenities for corridor path users. This intersection also poses a wayfinding and connectivity challenge because east of Farmington Rd, Nine Mile Rd is not suitable for a pedestrian corridor. Users should be directed north on Farmington Rd toward Downtown Farmington, where they can connect to Shiawassee St and travel through a residential area east toward Middlebelt Rd, where Nine Mile Rd picks back up again. A multi-use path is planned for Shiawassee St, which benefits the Nine Mile Corridor project.



Gaps in sidewalks on one or both sides of Nine Mile Rd east of Middlebelt pose challenges. Multiple occurrences of ADA curb cuts at intersections with no connections to sidewalks were observed, which is a positive – these have potential to connect to shared use paths in the future. At Inkster Rd, the Farmington Hills-Southfield boundary, the right-of-way offers only a narrow bike lane on each shoulder of the road. The bridge over the Rouge River offers a wide pedestrian treatment about mid-way between Inkster Rd and Beech Rd. On either side of the bridge, however, existing grade, environmental conditions, and available right-of-way pose a challenge to connections on either side. A shared use path resumes east of Beech Rd consistently along the south side of Nine Mile Rd to Telegraph Rd (M-24). This segment in Southfield is consistently low-density residential until users reach the intersection of Telegraph.

The tour stopped at Beech Woods Park and Bauervic Woods, both large recreational assets located immediately along Nine Mile Rd. Ongoing construction for a new shared use path along Nine Mile Rd outside of Bauervic Woods was observed.



Bauervic Woods path construction.

The segment of Nine Mile Rd crossing Telegraph Rd poses design and pedestrian comfort challenges. East of Telegraph Rd to the Oak Park boundary at Greenfield Rd, the right-of-way widens to offer more traffic lanes and the land use changes from mostly open space and residential to commercial and institutional. Some of the challenges observed during the tour stop at Greenfield Rd include wide road crossings, narrow sidewalks, high traffic volumes, a lack of pedestrian-oriented retail, and emergency service vehicle needs to access the nearby hospital.

Tour Segment 2 – Oak Park, Ferndale, Hazel Park

East of the Oak Park boundary at Greenfield Rd is a majority residential segment of Nine Mile Rd with sidewalks on both sides and ample room in the right-of-way for pathway improvements. The tour made several stops east of Coolidge Highway to view the new trailheads and pocket parks that were added as components of Oak Park's Nine Mile Redesign project. There are also buffered on-street bike lanes and mid-block pedestrian crossings from Eastwood St to Rosewood St along Nine Mile Rd. There are plans to alter the configuration of the street with a bi-directional protected cycle track which will replace the existing buffered bike lanes. This segment poses some challenges with commercial parking orientation as users move east toward Ferndale.

Continuing the Nine Mile Corridor project into Ferndale will connect users with downtown Ferndale, bicycle facilities on Livernois Ave that connect to Detroit's Livernois Avenue of Fashion, and the dense neighborhoods and employment centers in both Ferndale and Hazel Park. The tour stopped at Livernois Ave in Ferndale and participants walked to the pocket park and housing development in downtown Ferndale at Planavon St. The narrow right-of-way through downtown Ferndale poses some design challenges, though the area is highly walkable and comfortable for pedestrians. At the time of the tour, construction had just begun on a "road diet" for Woodward Avenue. Any future improvements to the Nine Mile corridor would connect to the enhanced pedestrian and bicycle facilities along the state highway. The recommendations of this plan pose an opportunity to connect the Nine Mile Corridor project into those pedestrian improvements, and addresses the challenges of a major road crossing. There is little space to work with along this densely commercial and industrial segment of Nine Mile Rd moving east toward Hazel Park. The tour observed the I-75 crossing and the ended at the intersection of John R Rd. These high-traffic volume areas pose design and pedestrian comfort challenges at the Hazel Park end of the Nine Mile Corridor project.



Seneca pocket park on Nine Mile Rd in Oak Park.

Pop-Ups in Ferndale and Farmington

In October 2022, the project team met the public informally by tabling at the Farmington Farmers' Market and downtown Ferndale, two destinations that bookend the Nine Mile corridor. The purpose of this engagement was to spread awareness with passersby about the study and collect contact information to further engage interested folks at a later phase of the project. Maps were provided for people to view and leave comments. Those interested in receiving a direct invitation to future community meetings were encouraged to take the survey, which requested their email address at the end.

Community Survey #1

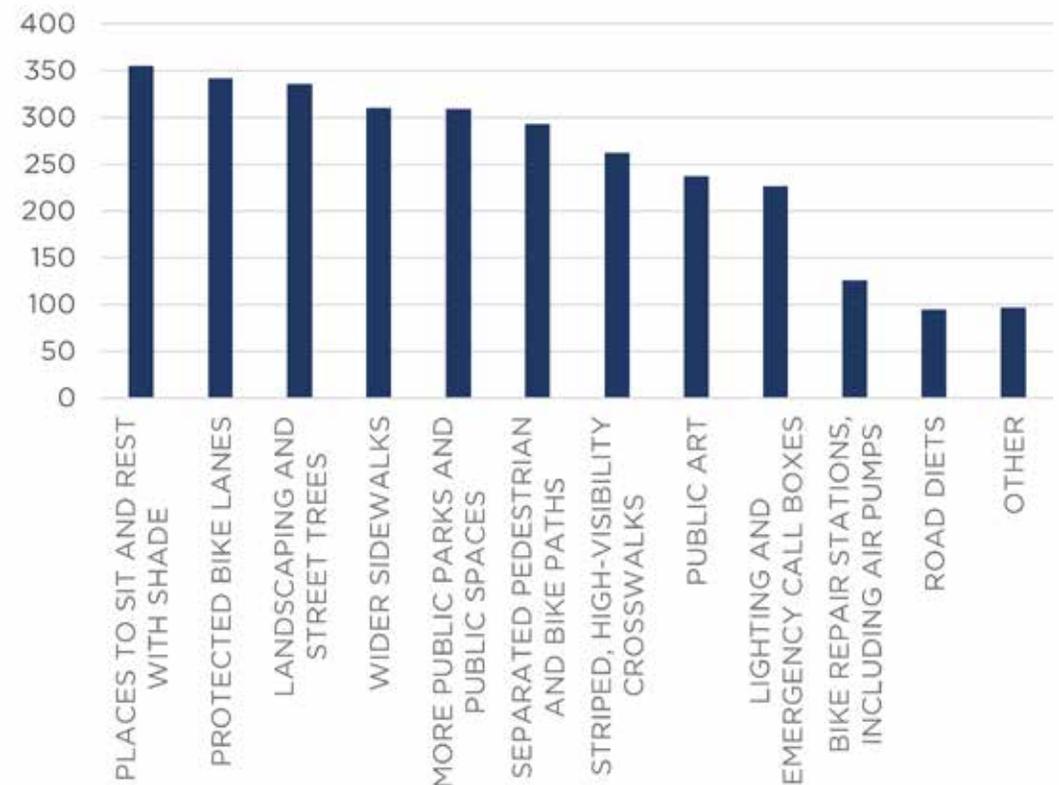
A total of 720 Oakland County residents, representing each of the six corridor communities, completed the first survey. Respondents indicated a desire to incorporate art and community gathering spaces, provide fitness and wellness opportunities, plan for functional infrastructure improvements, and maintain flexibility for future opportunities and innovation. Residents generally shared a positive response regarding the potential of continuous bike and pedestrian facilities along Nine Mile. About half (46.9%) opted to sign up for email updates on the project.

Demographics Summary

Of the responses received on Survey #1, most came from the 35 - 44 year old age group (25.6%). A majority of respondents identified as white (83.9%) and as female (62.6%).



WHICH IMPROVEMENTS WOULD ENCOURAGE YOU TO WALK AND BIKE MORE ON NINE MILE ROAD?



PUBLIC OPEN HOUSES

Two open houses were held in May 2023, focused on gathering in-person feedback from the public. To advertise these events, members of the Task Force circulated a project update newsletter by email and shared the open house details on social media channels. A link to a second survey was included in these invitations, and the questions there in were similar those asked at the public open houses. In combination, the open houses and survey solicited feedback on the proposed pathway improvements along the Nine Mile Rd Corridor, trailhead and placemaking amenities, and ideas for a corridor identity and branding elements.



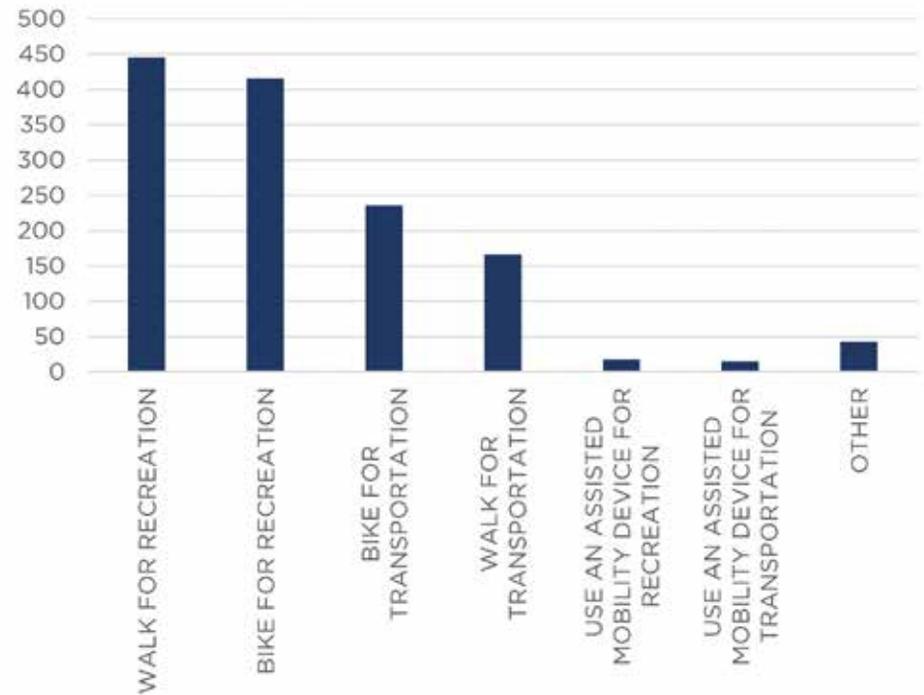
WHAT THEMES DO YOU FEEL BEST REPRESENT SOUTH OAKLAND COUNTY?

*Vibrant,
diverse,
welcoming*

*Neighborhoodly,
friendly,
welcoming*

*Entertaining,
funky, art*

HOW WOULD YOU USE A NON-MOTORIZED PATHWAY ALONG THE NINE MILE CORRIDOR?



OF THE TRAIL AND GREENWAY LOGO STYLES, WHICH DO YOU FEEL BEST REPRESENTS THE NINE MILE CORRIDOR?

A modern, bright, and artistic logo and brand similar to those shown below was most favored by the respondents of the survey.



DO YOU HAVE ANY OTHER COMMENTS OR SUGGESTIONS FOR THE FUTURE OF THE NINE MILE CORRIDOR?

- Safety, accessibility, and inclusivity, with all users in mind
- Greening the corridor with trees and landscaping, make it feel 'park-like'
- Regular sweeping and maintenance, particularly in the winter
- Full curb on bike lanes to physically protect users, barriers between trailheads, pocket parks, and play areas and Nine Mile Rd
- A single two-way bike lane preferred over two separated uni-directional bike lanes
- Dog watering stations, drinking fountains, waste bags and receptacles
- Gateway murals and useful wayfinding signage
- Bus shelter improvements
- Tie into existing parks and develop other interesting, multi-use public spaces

Coolidge Hwy

Greenfield Rd

Southfield Rd



Woodward Ave

Hilton Rd

PATHWAY RECOMMENDATIONS

Rosew

Livernc

PATHWAY RECOMMENDATIONS

PATHWAY IDENTIFICATION PROCESS

Currently, bicycle and pedestrian facilities exist throughout the Nine Mile Corridor, however they are disconnected in places and do not provide a seamless and comfortable connection from one end to the other. The main goal of this Plan is to connect the six communities together in a way that fosters walking and biking trips within and between the cities. The existing conditions analysis acted as a starting point to begin identifying where opportunities exist for future pathway connections.

It is important to note that the land use conditions on either side of Nine Mile Road change from city to city. On the east end of the corridor, there is less available right-of-way, more street frontage buildings, a higher percentage of on-street parking, and generally more existing multi-modal activity. These constraints, through Hazel Park, Ferndale, and Oak Park, require creative solutions to providing space for pedestrians and cyclists. On the west end of the corridor, right-of-way is more plentiful but other constraints such as highway crossings will require longer term solutions to address.

The process for identifying pathway options began with the development of a preferred typology for the corridor. Given the existing pathways and need to accommodate both cyclists and pedestrians, a 10 foot wide shared use pathway was selected. The 10 foot shared use pathway is a standard practice for many trails and pathways around Michigan and offers enough space for cyclists, walkers, runners, and other users to travel comfortably.

In areas where right-of-way or space is constrained, other pathway options were used. In some cases where space was limited and sidewalks are currently available, on-street bike lanes and bike routes can provide a solution for cyclists along the corridor at a much lower cost. In other areas, improvements to sidewalks were needed to maintain the identity of the corridor. The following pages show the various pathway treatment recommendations and how well they meet specific goals of the plan.

Finally, the Nine Mile Corridor from end to end needs to maintain a distinct identity and character to ensure that it becomes a regional asset. Part of this is maintaining consistent design standards for pathway treatments through the corridor. Additionally, infrastructure elements, signage, trailheads, and placemaking should evoke a consistent character through the six communities.

SIGNED BIKE ROUTE



COST	●	○	○	○	○
COMFORT	●	○	○	○	○
SAFETY	●	○	○	○	○
TIME TO IMPLEMENT	●	○	○	○	○

ON-STREET BIKE LANES



COST	●	○	○	○	○
COMFORT	●	●	○	○	○
SAFETY	●	●	○	○	○
TIME TO IMPLEMENT	●	●	○	○	○

PROTECTED BIKE LANES



COST	●	●	○	○	○
COMFORT	●	●	●	○	○
SAFETY	●	●	○	○	○
TIME TO IMPLEMENT	●	●	○	○	○

PARKING PROTECTED BIKE LANES



COST	●	●	●	○	○
COMFORT	●	●	●	●	○
SAFETY	●	●	●	●	○
TIME TO IMPLEMENT	●	●	●	○	○

SIDEWALK-LEVEL CYCLE TRACK



COST	●	●	●	●	●
COMFORT	●	●	●	●	●
SAFETY	●	●	●	●	●
TIME TO IMPLEMENT	●	●	●	●	●

ALLEY GREENWAY



COST	●	●	●	●	●
COMFORT	●	●	●	●	●
SAFETY	●	●	●	●	●
TIME TO IMPLEMENT	●	●	●	●	●

SHARED USE PATH



COST	●	●	●	●	●
COMFORT	●	●	●	●	●
SAFETY	●	●	●	●	●
TIME TO IMPLEMENT	●	●	●	●	○

ENHANCED SIDEWALK



COST	●	●	●	○	○
COMFORT	●	●	●	●	●
SAFETY	●	●	●	●	●
TIME TO IMPLEMENT	●	●	●	●	○

CORRIDOR TYPOLOGIES

There should not be a one-size-fits-all approach to imagining a non-motorized pathway along Nine Mile Road. The final pathway will journey across six communities with varying conditions from mile to mile depending on the age of the community, predominant land uses, and transportation conditions. Since Nine Mile Road has been predominantly built out for decades there is a wide range of corridor different characteristics based on the time period a segment was built and land around it developed.

To better develop the corridor pathway recommendations, the corridor was broken into specific typologies based on area context: density, land use, and mobility. The Corridor Typologies recognize the street characteristics along Nine Mile Road, the adjacent land uses that support the corridor, and the enhancements necessary to ensure the recommended pathways are a valuable amenity to residents.

The Corridor Typologies informed new design options to encourage multi-modal use and enhance quality of life along the Nine Mile Road Corridor.

CORRIDOR TYPOLGY	CHARACTERISTICS
Alley	<ul style="list-style-type: none"> • Within dense, suburban downtown • Shared space between cars and pedestrians • Integrated with neighboring businesses
Suburban Downtown	<ul style="list-style-type: none"> • High density • Narrow right-of-way
Commercial Corridor	<ul style="list-style-type: none"> • Larger retailers • Path adjacent to large parking lots
Suburban Mixed Use	<ul style="list-style-type: none"> • High density • Mix of institutional, commercial and multi-family residential • Large buildings and parking lots
Neighborhood Commercial	<ul style="list-style-type: none"> • Mix of residential and small-scale commercial • Commercial spaces have smaller building footprint • Primarily reliant on on-street parking
Residential Arterial	<ul style="list-style-type: none"> • Residential lots adjacent to road/path • Few non-residential uses
Residential Parkway	<ul style="list-style-type: none"> • Driveways occasionally bisecting path • Few lots adjacent to path • Route can be scenic
Highway Crossing	<ul style="list-style-type: none"> • Path may go under or across highway



Downtown Ferndale is an example of a Suburban Downtown.

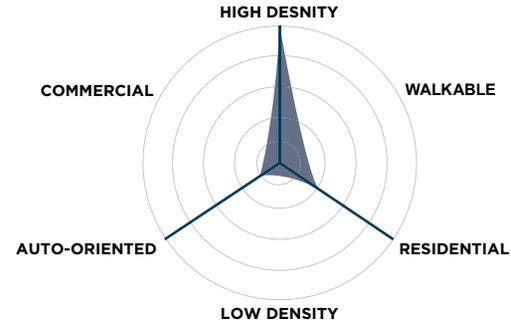
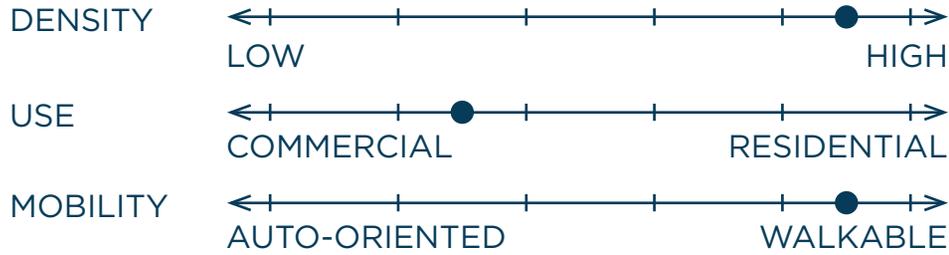


A Suburban Mixed Use typology can be found in Southfield.

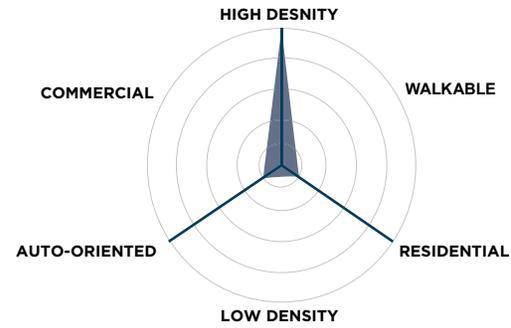
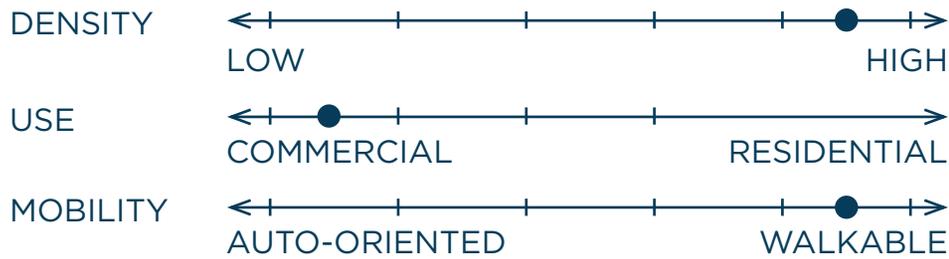


Much of Farmington Hills is categorized as a Residential Parkway.

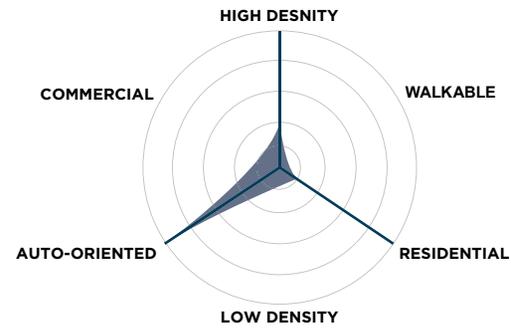
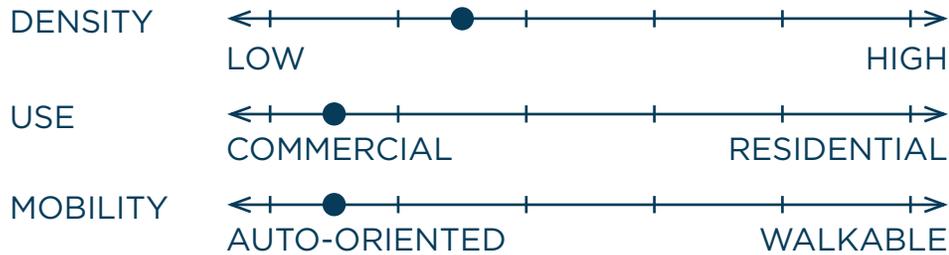
ALLEY GREENWAY



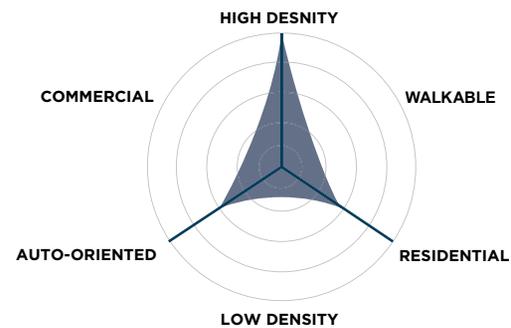
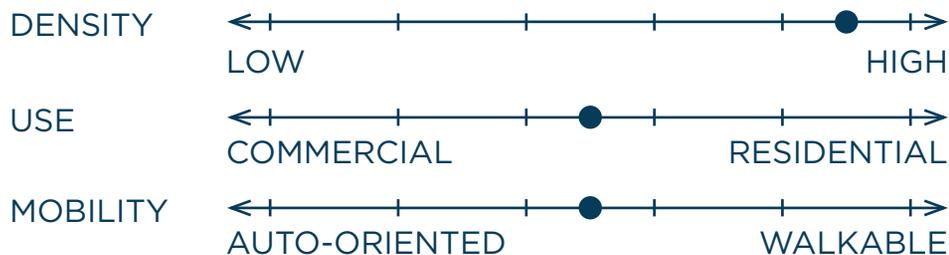
SUBURBAN DOWNTOWN



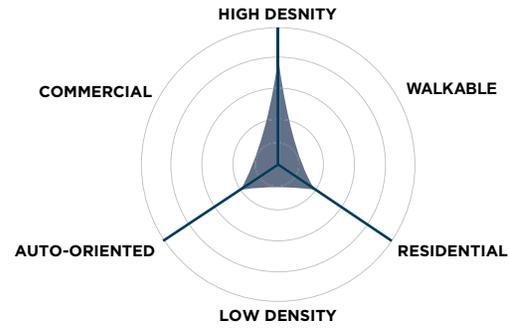
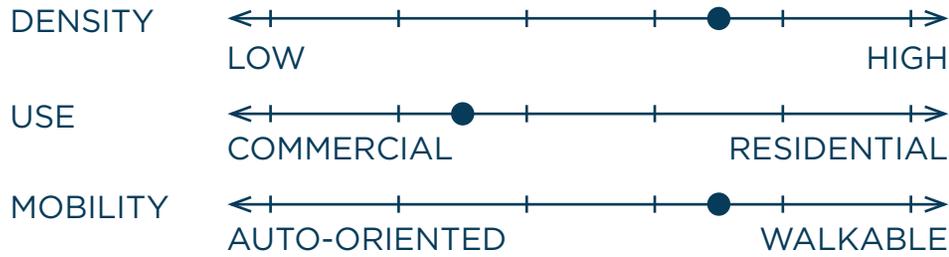
COMMERCIAL CORRIDOR



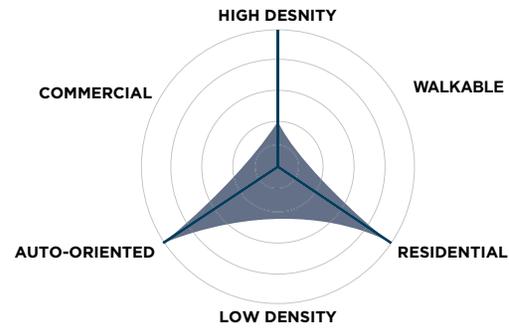
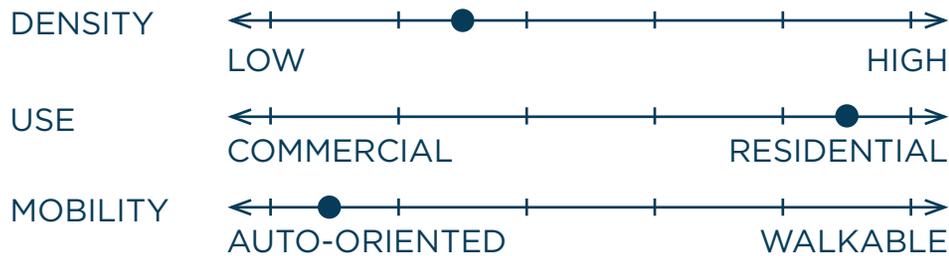
SUBURBAN MIXED-USE



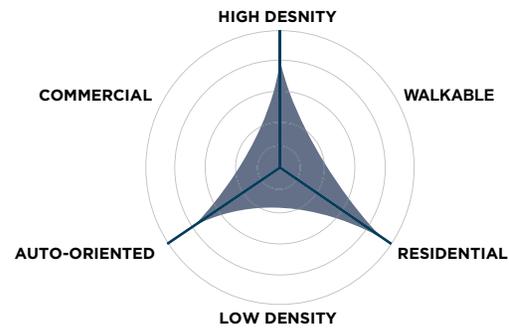
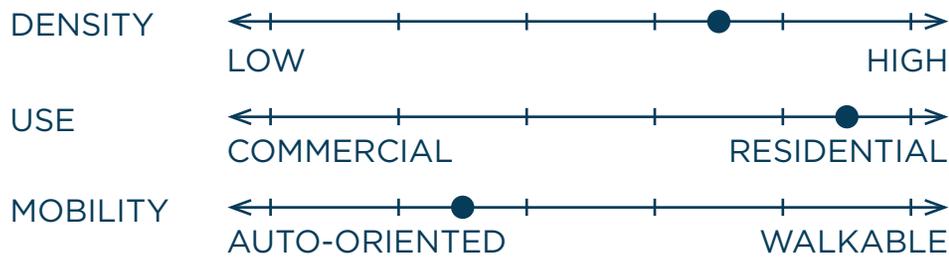
NEIGHBORHOOD COMMERCIAL



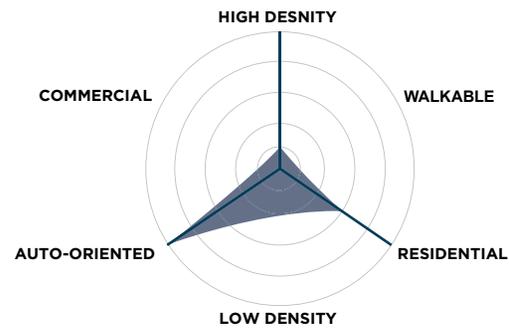
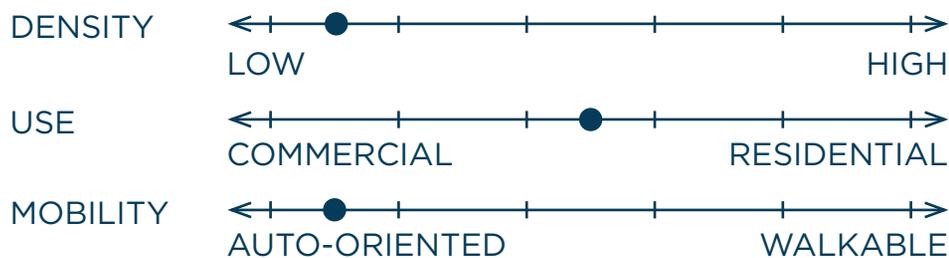
RESIDENTIAL PARKWAY



RESIDENTIAL ARTERIAL



HIGHWAY CROSSING



SEGMENT RECOMMENDATIONS

The pathway recommendations for the Nine Mile Corridor Plan were developed based on a number of factors, including the availability of right-of-way to add new facilities, potential roadway space, community need, and previously completed segments. Throughout the entire corridor, the goal was to provide the most comfortable level of non-motorized facilities to ensure that all residents, regardless of age or ability feel safe while traveling along Nine Mile Road.

Another goal of the pathway planning was to keep it on one side of the roadway for as long as possible to reduce roadway crossings. The pathway recommendations are organized by segments and subsegments. The segments align with the specific communities along Nine Mile, while subsegments begin and end where a pathway changes in treatment or switches to the other side of the street.

The intention of the following spreads is to show the recommended pathway treatments for each community, illustrations of how each may look, and the specific details of each option. Since the segments and subsegments are organized by the cities along Nine Mile Road, each community will be able to use their set of pages to assist in the implementation of the priority subsegments.

Each spread includes the following information to assist community staff in taking the pathway improvements to the next stage of design.

Segment Map and Graphics

Each spread contains a map showing the extent of the subsegment, the side of the street the pathway is recommended for, and the type of treatment recommended. Cross sections and select renderings show how each might look if constructed.

Segment Overview

A brief summary of the segment, including the surrounding land use context, potential connections, and other observations.

Segment Characteristics and Challenges

A table of specific details about the roadway itself that informed the development of each recommendations and which may be useful in the detailed design phases.

Implementation Details

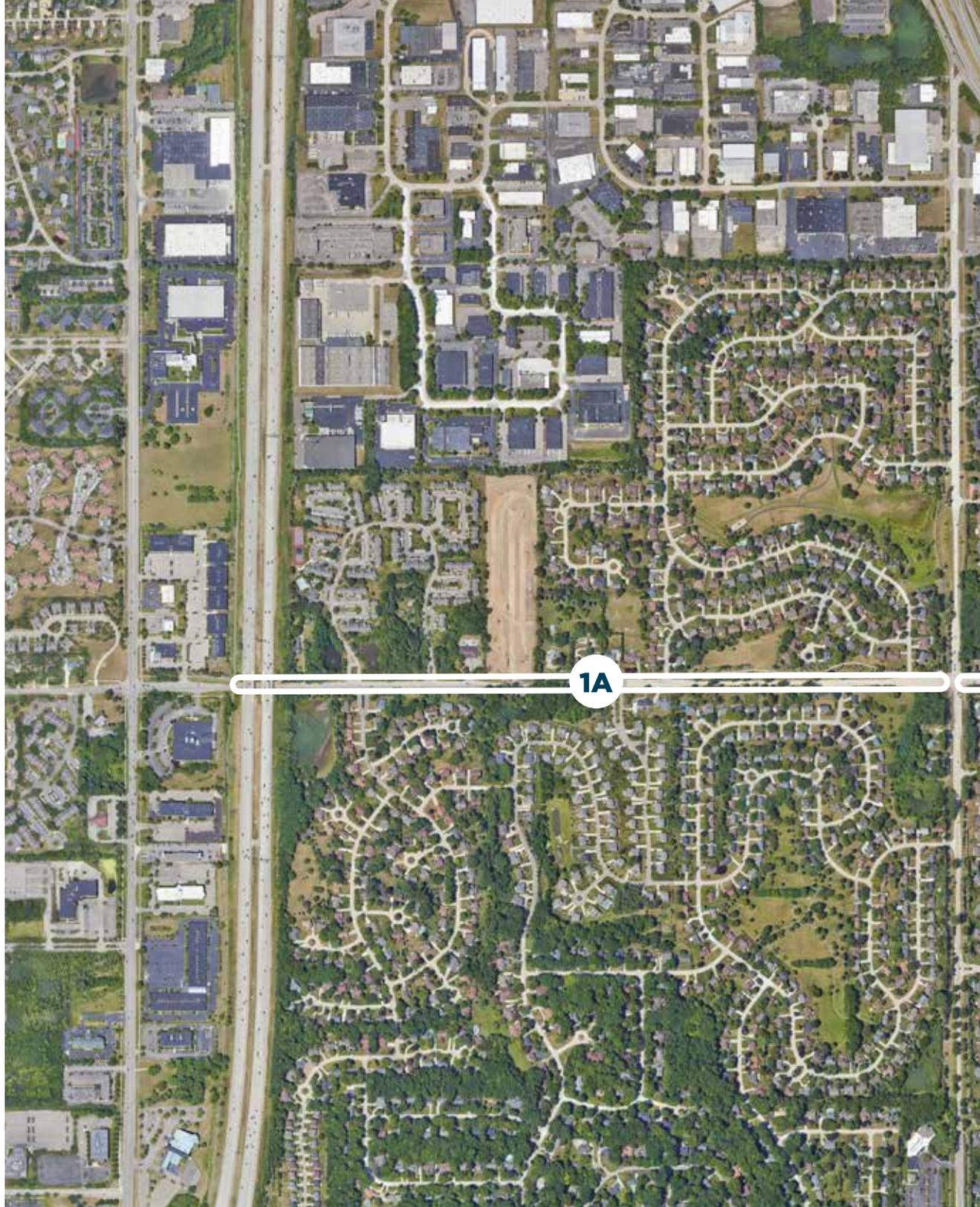
This matrix includes high-level cost estimates, the overall segment length, and the entity responsible for implementation. Cost estimates are at a planning stage and represent a large range based on previous engineering work. Cost ranges are as follows:

\$\$\$\$\$	\$1,000,000 +
\$\$\$\$	\$500,000 - \$1,000,000
\$\$\$	\$200,000 - \$500,000
\$\$	\$75,000 - \$200,000
\$	\$0 - \$20,000

Prioritization

The priority ranking is based on how important each subsegment is within each community, how competitive for funding each may be, and overall ease of implementation. This is intended to serve as a guide for each community to select their next project.

NINE MILE CORRIDOR PLAN



1A



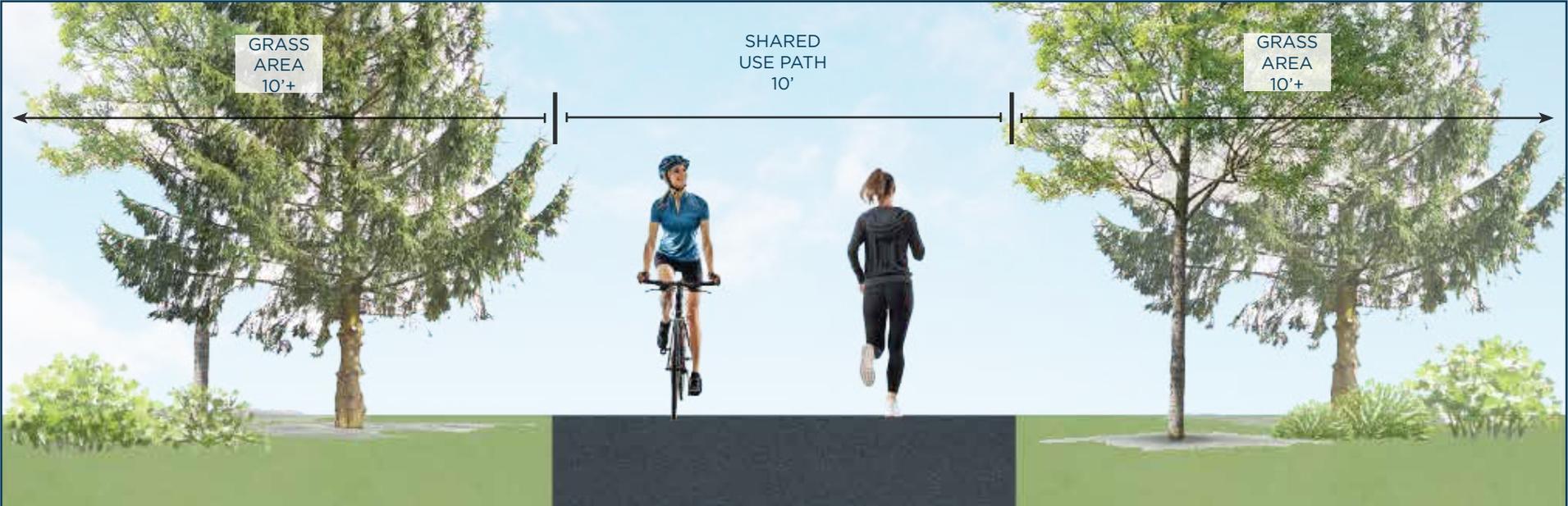
1B

1C

FARMINGTON HILLS

SEGMENT 1A

Farmington Hills: I-275 to Halsted Rd.
Residential Parkway | Shared Use Path



Current Segment Characteristics	
Corridor Typology	Residential Parkway
Segment Speed Limit	40mph
Average Daily Traffic Volume	12,000
Transit Stops (Yes/No)	No
Sidewalk Infill Needed (Yes/No)	No
Equity Demand Population	Moderate
Challenges	
Highway Crossing (Yes/No)	Yes
Driveway Frequency (Low, Medium, High)	Low
Freight Loading/Unloading (Yes/No)	No
Implementation	
Cost Estimate	\$\$\$\$
Segment Length / Miles Impacted	0.82 Miles
Responsible Party	City of Farmington Hills

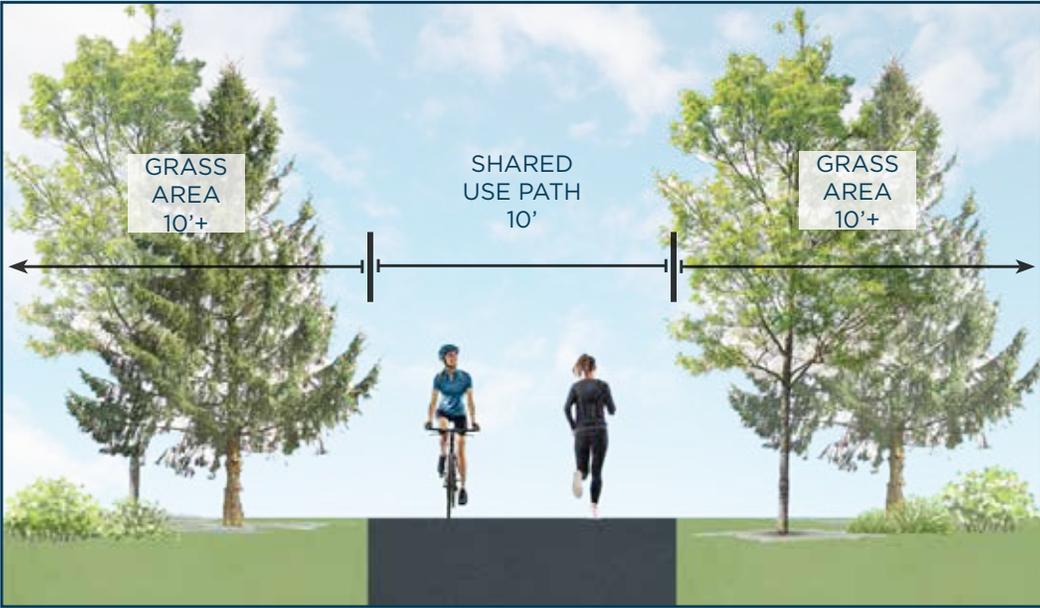
CORRIDOR PRIORITY RANKING:



The first segment of the corridor is a 10' shared use pathway that connects the I-275 Trail with Halsted Road. This pathway would be located on the north side of Nine Mile Road between the neighborhoods and the street.

SEGMENT 1B

Farmington Hills: Halsted Rd. to Drake Rd.
Residential Parkway | Shared Use Path



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Residential Parkway
Segment Speed Limit	40mph
Average Daily Traffic Volume	11,000
Transit Stops (Yes/No)	No
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	Moderate

Challenges	
Highway Crossing (Yes/No)	No
Driveway Frequency (Low, Medium, High)	Low
Freight Loading/Unloading (Yes/No)	No

Implementation	
Cost Estimate	\$\$\$\$\$
Segment Length / Miles Impacted	1 Mile
Responsible Party	City of Farmington Hills

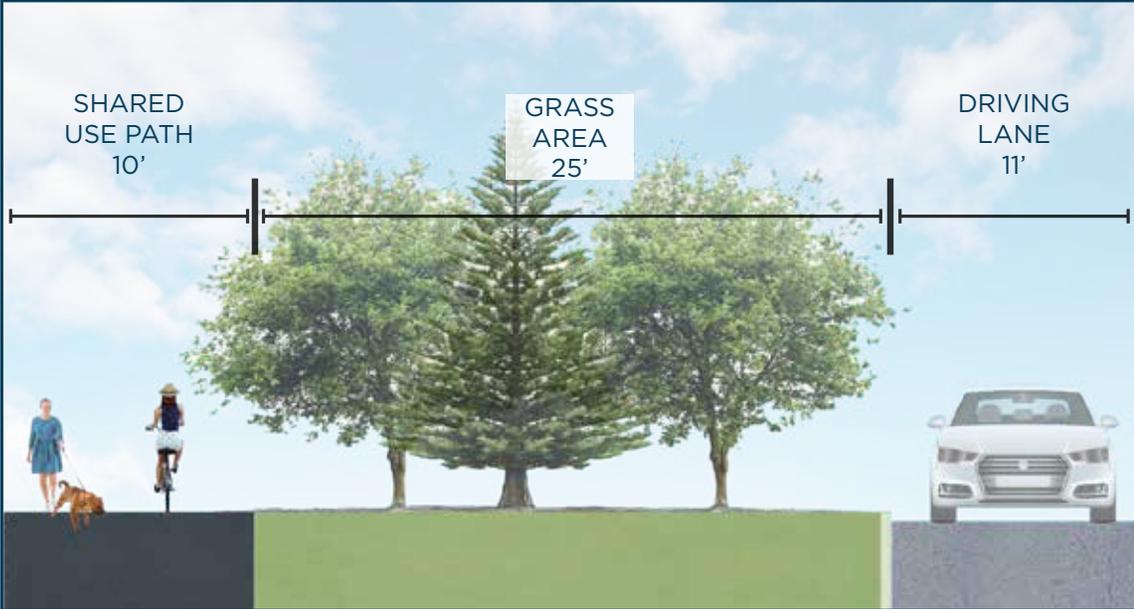
CORRIDOR PRIORITY RANKING:



From Halsted Road to Drake Road, the pathway crosses the street due to a lack of right of way at the intersection. This segment would be located in the area between the neighborhoods and Nine Mile Road and would allow for ample space between both.

SEGMENT 1C & 2A

Farmington Hills: Drake Rd. to Gill Rd.; Farmington: Gill Rd. to Farmington Rd. Residential Parkway; Commercial Corridor | Shared Use Path



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Residential Parkway/Commercial Corridor
Segment Speed Limit	40mph
Average Daily Traffic Volume	7,000
Transit Stops (Yes/No)	No
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	None

Challenges	
Highway Crossing (Yes/No)	No
Driveway Frequency (Low, Medium, High)	Low
Freight Loading/Unloading (Yes/No)	No

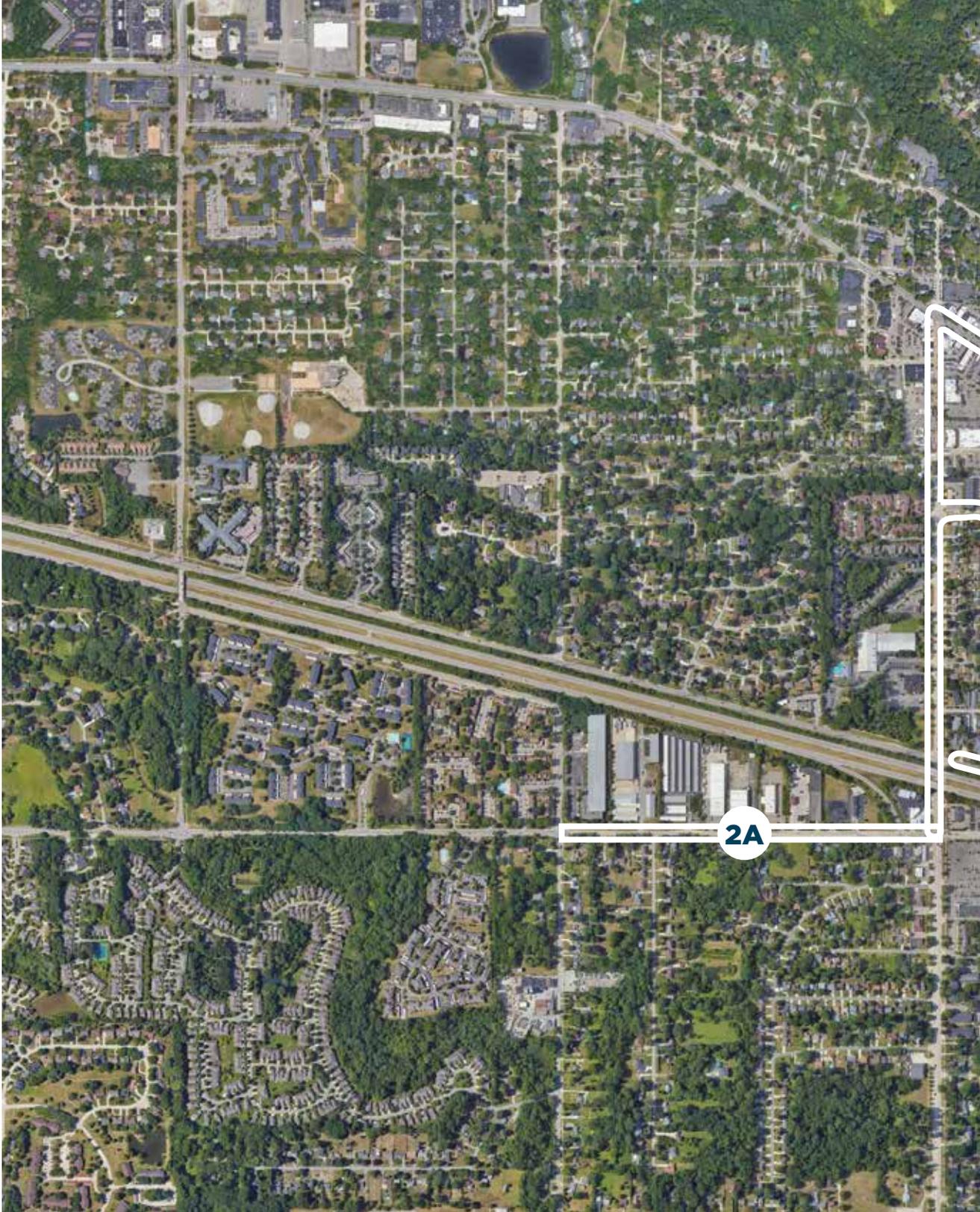
Implementation	
Cost Estimate	\$\$\$\$\$
Segment Length / Miles Impacted	1 Mile
Responsible Party	City of Farmington Hills and City of Farmington

CORRIDOR PRIORITY RANKING:



At Drake Road the pathway crosses again to the north side of Nine Mile Road in order to utilize the greater amount of the right-of-way on the north side. A roundabout is tentatively planned for the intersection with Drake Road and would need to accommodate the trail pathway.

NINE MILE CORRIDOR PLAN





2-1

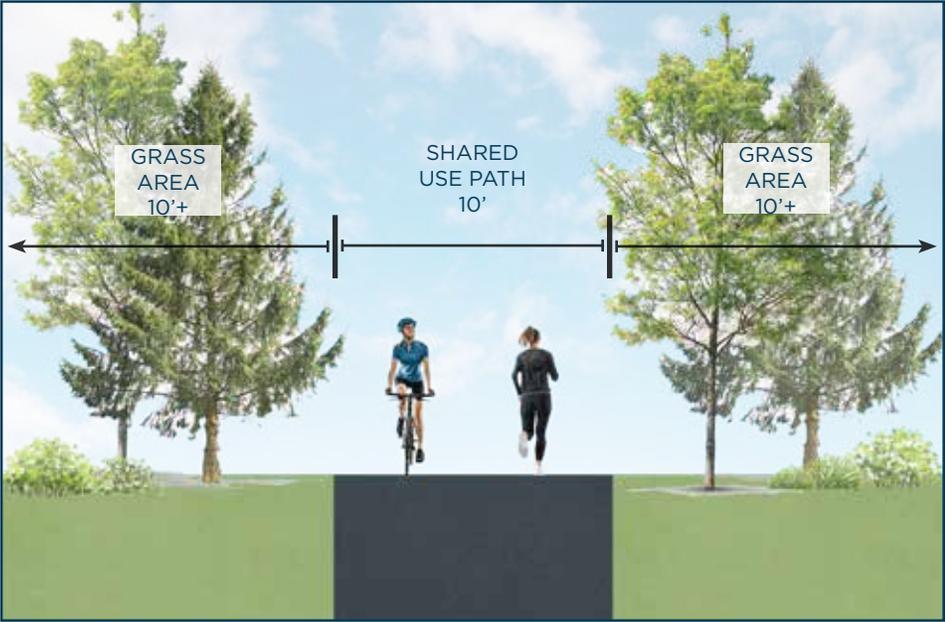
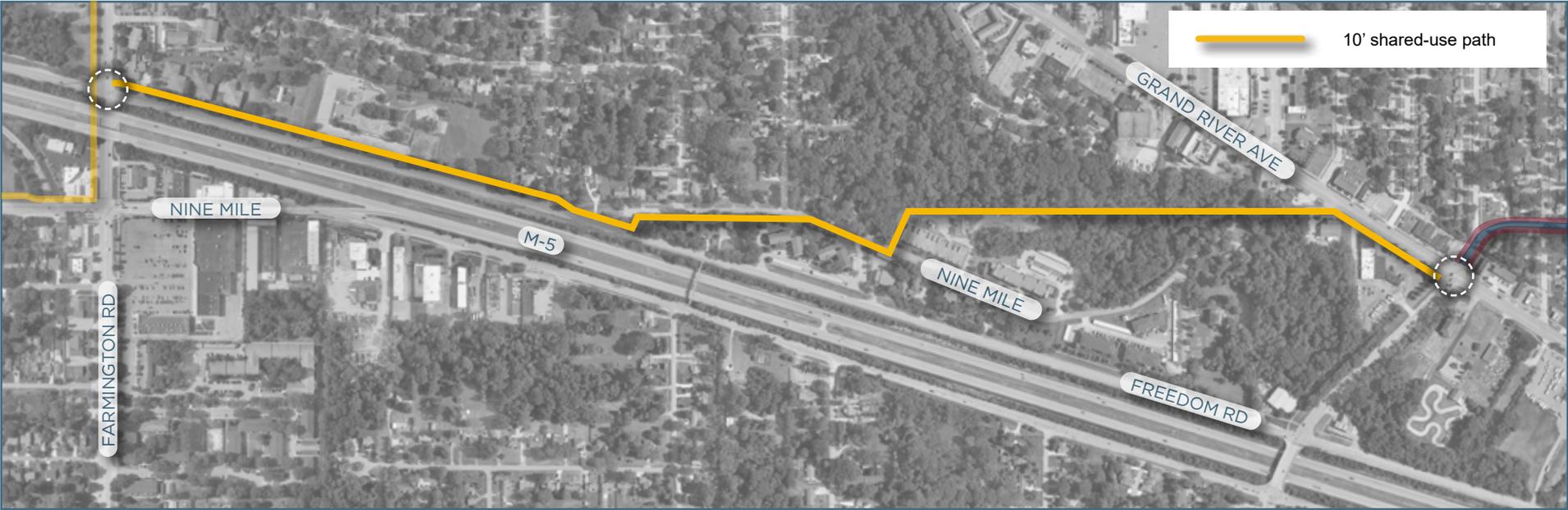
2B

2C

FARMINGTON

SEGMENT 2B

Farmington: Freedom Road and New Trail Residential Arterial | Shared Use Path



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Residential Parkway
Segment Speed Limit	40mph
Average Daily Traffic Volume	4,000
Transit Stops (Yes/No)	No
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	Moderate

Challenges	
Highway Crossing (Yes/No)	Yes
Driveway Frequency (Low, Medium, High)	Low
Freight Loading/Unloading (Yes/No)	No

Implementation	
Cost Estimate	\$\$\$\$\$\$
Segment Length / Miles Impacted	1.2 Miles
Responsible Party	City of Farmington

CORRIDOR PRIORITY RANKING:



 LOW HIGH

This segment connects Farmington Road with Grand River Avenue and Nine Mile Road utilizing the M-5 Service Drive and City owned natural property over the Rouge River. This is likely to be a long term solution but would provide scenic and quick connection through the area.

SEGMENT 2-I

Farmington: Downtown Connection



Current Segment Characteristics	
Corridor Typology	Suburban Downtown/Commercial Corridor
Segment Speed Limit	40mph
Average Daily Traffic Volume	4,000
Transit Stops (Yes/No)	No
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	Moderate

Challenges	
Highway Crossing (Yes/No)	No
Driveway Frequency (Low, Medium, High)	Low
Freight Loading/Unloading (Yes/No)	No

Implementation	
Cost Estimate	\$\$\$\$\$
Segment Length / Miles Impacted	0.82 Miles
Responsible Party	City of Farmington

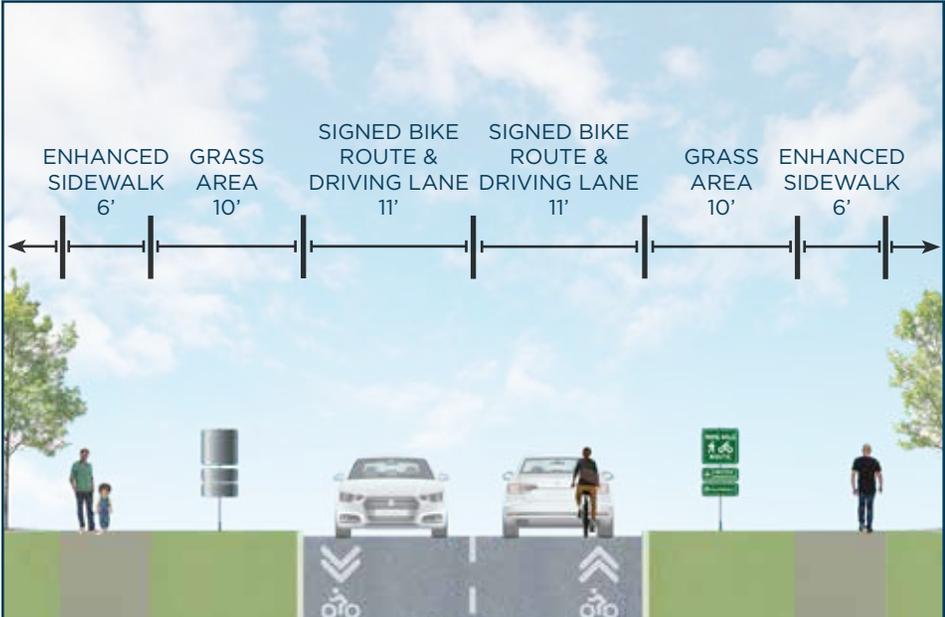
CORRIDOR PRIORITY RANKING:



A deviation of the Nine Mile pathway would allow users to safely travel from Nine Mile Road to Downtown Farmington. The pathway would use a variety of typologies including shared use pathways, sidewalk enhancements, on-street bike lanes, and bike routes in its eventual return to Nine Mile Road. Special attention should be paid to the need for a widened underpass under M-5 to accommodate bicycles and pedestrians comfortably.

SEGMENT 2C & 3A

Farmington: Grand River Ave. to Cora Ave.; Farmington Hills: Cora Ave. to Tuck Rd.
 Residential Arterial | Sidewalk Enhancements and Signed Bike Route



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Residential Arterial
Segment Speed Limit	25mph
Average Daily Traffic Volume	15,500
Transit Stops (Yes/No)	No
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	Moderate

Challenges	
Highway Crossing (Yes/No)	No
Driveway Frequency (Low, Medium, High)	Medium
Freight Loading/Unloading (Yes/No)	No

Implementation	
Cost Estimate	\$\$\$
Segment Length / Miles Impacted	0.88 Miles
Responsible Party	City of Farmington & City of Farmington Hills

CORRIDOR PRIORITY RANKING:



Due to the constraints of this segment of the corridor, it is recommended that an on-street bike route is added in conjunction with enhanced sidewalks along the street. This will help provide adequate space for all users through this short residential section.

NINE MILE CORRIDOR PLAN



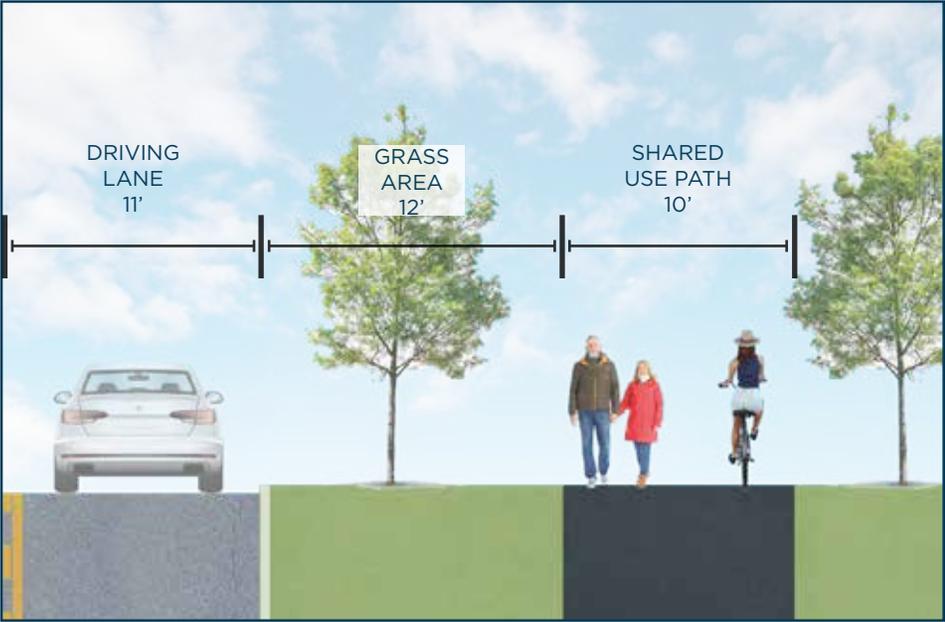
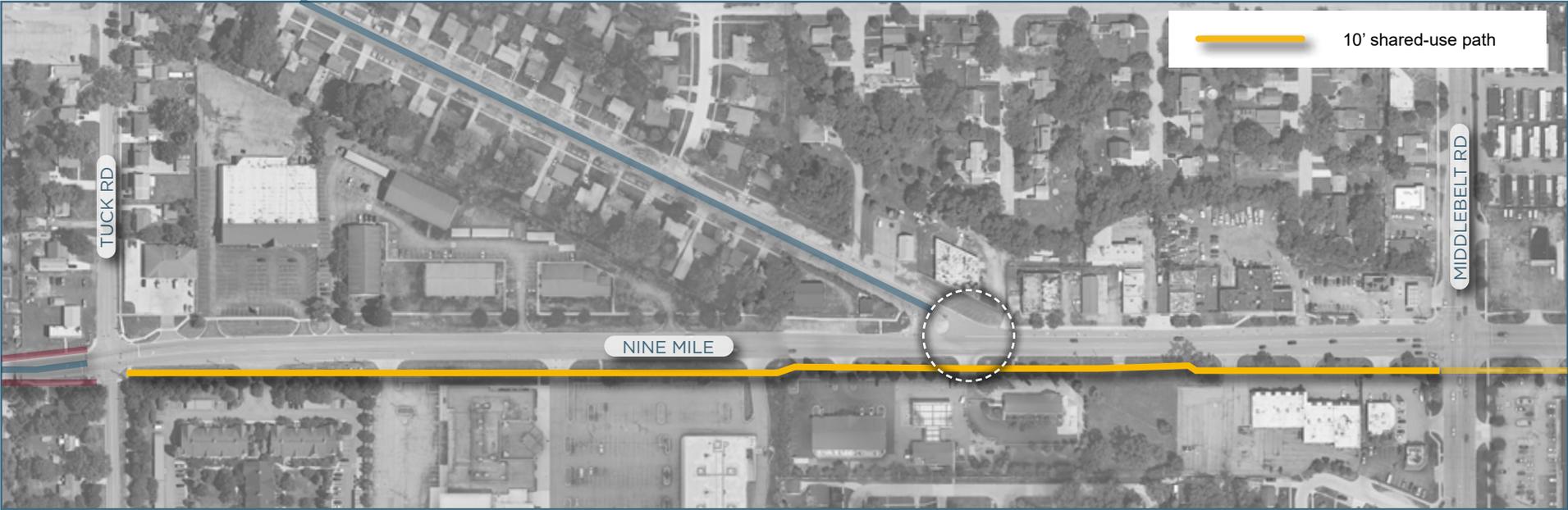


3C

FARMINGTON HILLS

SEGMENT 3B

Farmington Hills: Tuck Rd. to Middlebelt Rd.
Commercial Corridor | Shared Use Path



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Commercial Corridor
Segment Speed Limit	40mph
Average Daily Traffic Volume	7,500
Transit Stops (Yes/No)	No
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	Moderate

Challenges	
Highway Crossing (Yes/No)	No
Driveway Frequency (Low, Medium, High)	Medium
Freight Loading/Unloading (Yes/No)	No

Implementation	
Cost Estimate	\$\$\$\$
Segment Length / Miles Impacted	0.5 Miles
Responsible Party	City of Farmington Hills

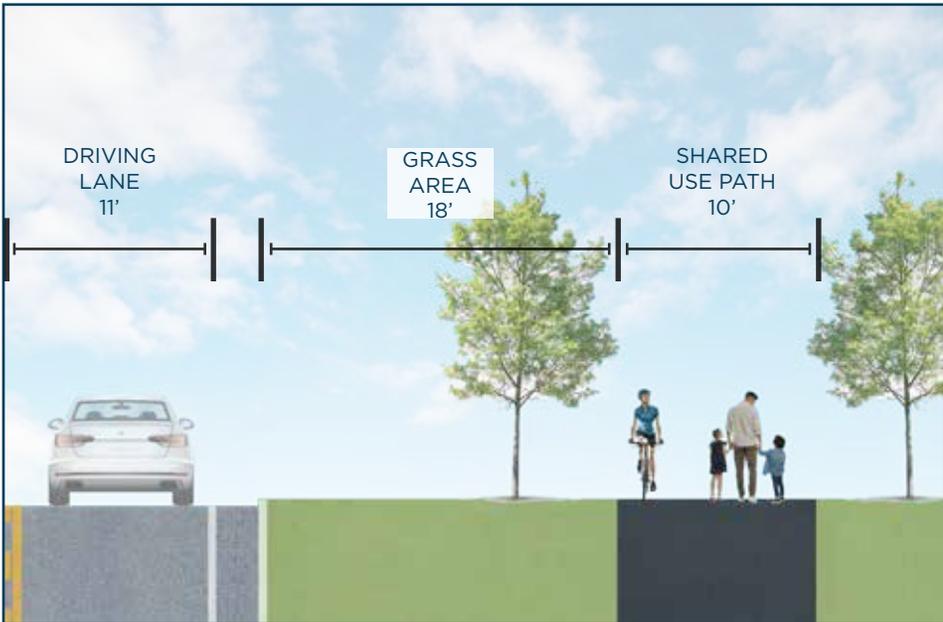
CORRIDOR PRIORITY RANKING:



The pathway would pick up again on the south side of Nine Mile Road at Tuck Road. The 10' shared use pathway would allow for safe travel between the neighborhoods west of Tuck Road and the shopping center and other retail along the corridor.

SEGMENT 3C

Farmington Hills: Middlebelt Rd. to Inkster Rd.
Residential Parkway | Shared Use Path



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Residential Parkway
Segment Speed Limit	45mph
Average Daily Traffic Volume	9,300
Transit Stops (Yes/No)	No
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	Moderate

Challenges	
Highway Crossing (Yes/No)	No
Driveway Frequency (Low, Medium, High)	Low
Freight Loading/Unloading (Yes/No)	No

Implementation	
Cost Estimate	\$\$\$\$
Segment Length / Miles Impacted	0.82 Miles
Responsible Party	City of Farmington

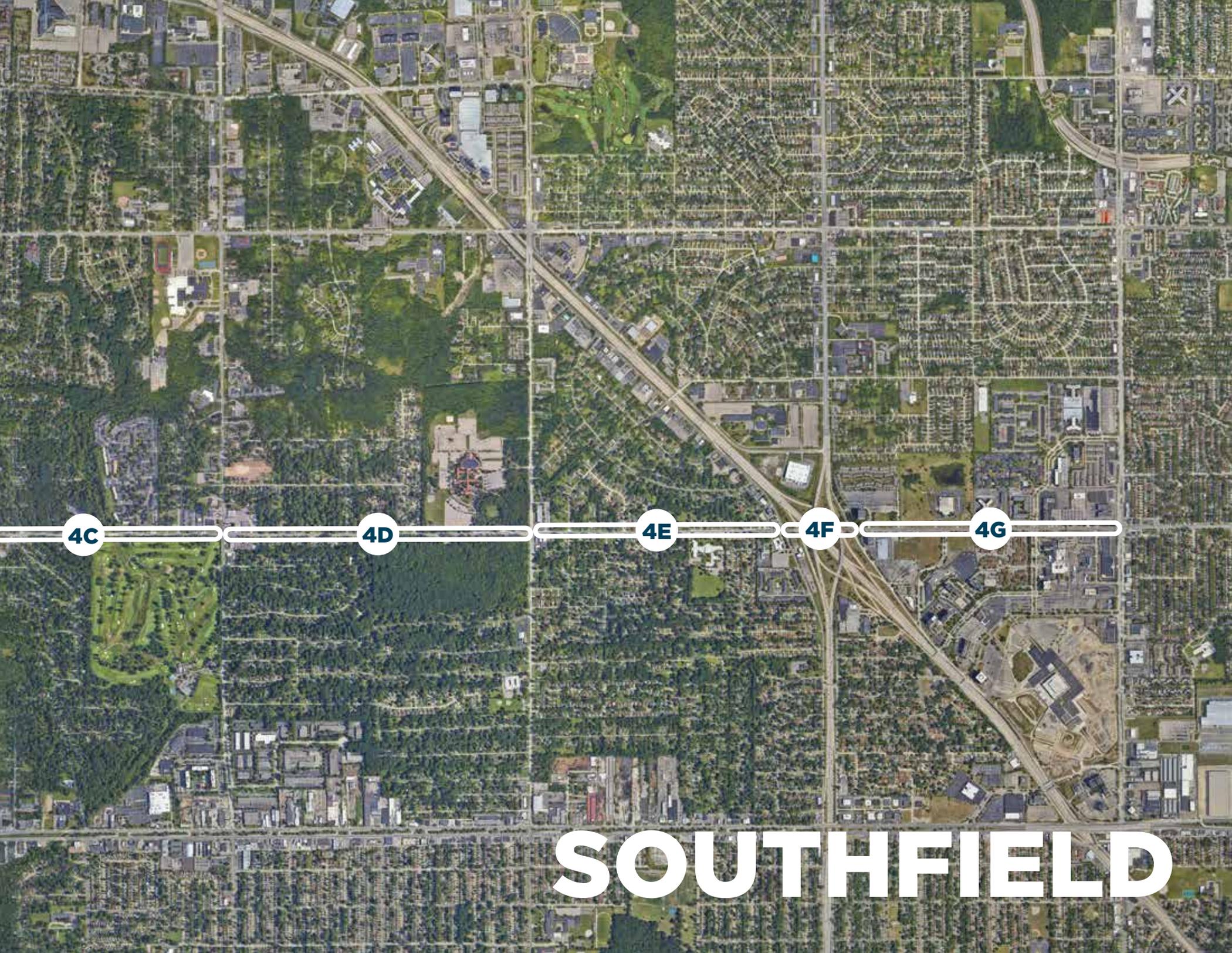
CORRIDOR PRIORITY RANKING:



The pathway continues on the south side of Nine Mile Road between Middlebelt and Inkster Roads through this segment. Homes line the eastern portion of this segment and would require coordination with homeowners and their driveways. Additional signage should be added here to make users aware of potential conflicts.



NINE MILE CORRIDOR PLAN



4C

4D

4E

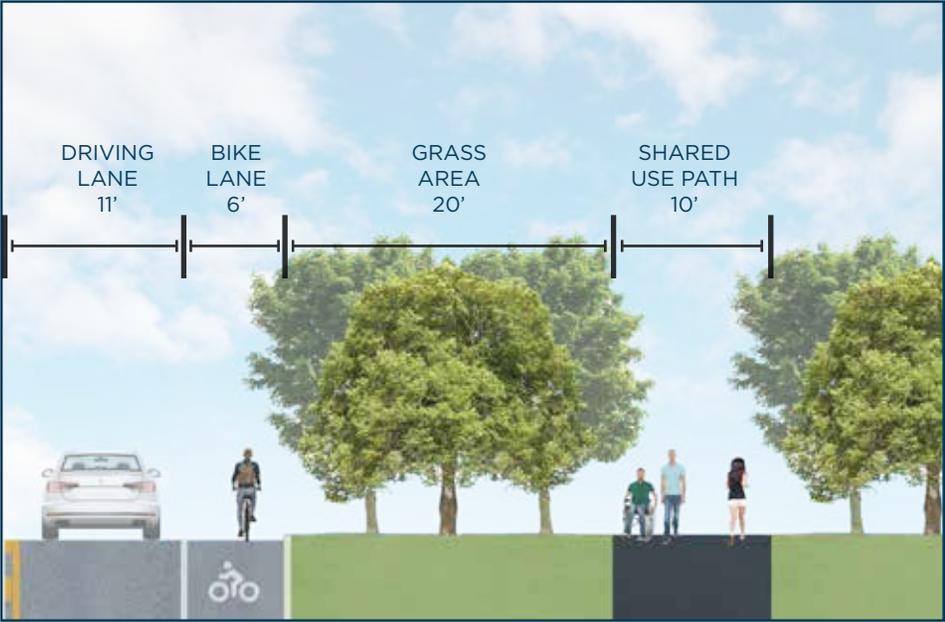
4F

4G

SOUTHFIELD

SEGMENT 4A

Southfield: Inkster Rd. to Beech Rd.
Residential Parkway | Shared Use Path



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Residential Parkway
Segment Speed Limit	40mph
Average Daily Traffic Volume	9,800
Transit Stops (Yes/No)	No
Sidewalk Infill Needed (Yes/No)	Yes
SEMCOG Equity Demand Population	Moderate

Challenges	
Highway Crossing (Yes/No)	No
Driveway Frequency (Low, Medium, High)	High
Freight Loading/Unloading (Yes/No)	No

Implementation	
Cost Estimate	\$\$\$\$\$
Segment Length / Miles Impacted	0.8 miles
Responsible Party	City of Southfield

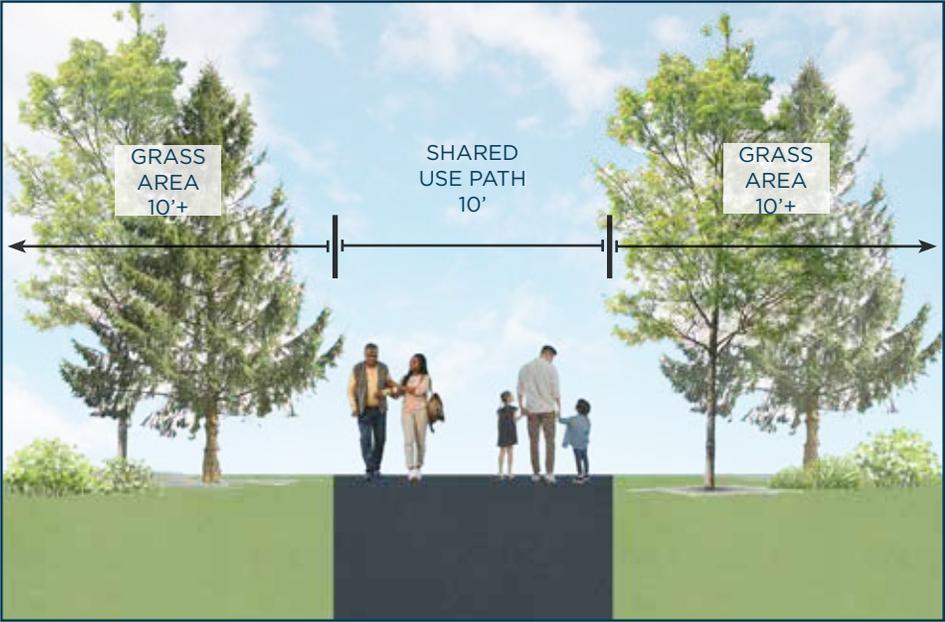
CORRIDOR PRIORITY RANKING:



Past Inkster Road, the pathway continues into the City of Southfield. This is one of the more challenging portions of the corridor given the environmental constraints due to crossing the Rouge River. It is likely that environmental mitigation will be needed to construct the segment.

SEGMENT 4B

Southfield: Beech Rd. to Telegraph Rd.
Residential Parkway / Shared Use Path



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Residential Parkway
Segment Speed Limit	40mph
Average Daily Traffic Volume	12,800
Transit Stops (Yes/No)	No
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	High

Challenges	
Highway Crossing (Yes/No)	No
Driveway Frequency (Low, Medium, High)	High
Freight Loading/Unloading (Yes/No)	No

Implementation	
Cost Estimate	\$\$\$
Segment Length / Miles Impacted	0.28 miles
Responsible Party	City of Southfield

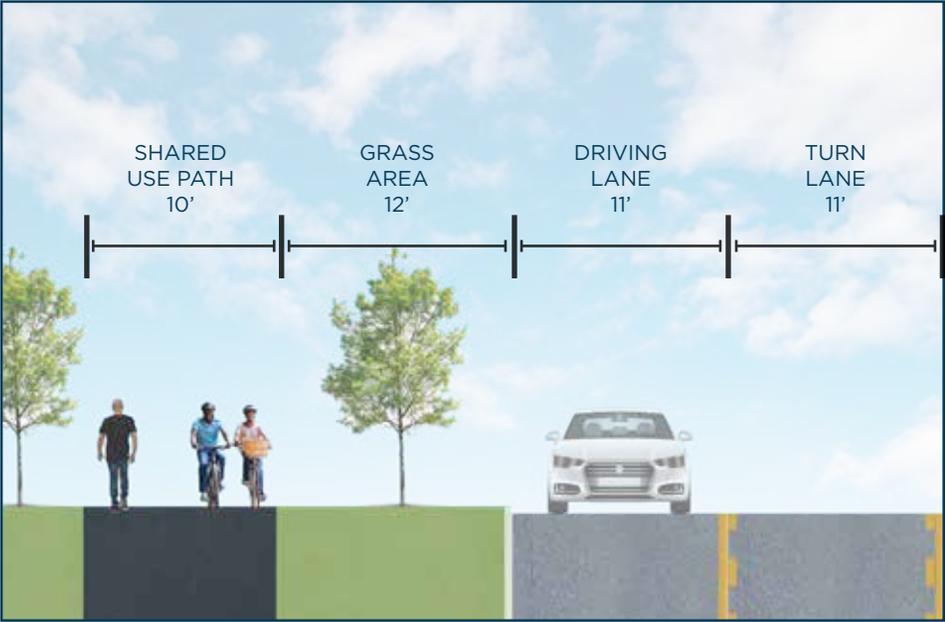
CORRIDOR PRIORITY RANKING:



East of Beech Road, there is only a short segment of pathway needed to connect to the existing pathway segment along the corridor. This segment offers the opportunity to directly connect to Beechwoods Park. Placemaking opportunities could also be explored at this connection point.

SEGMENT 4C

Southfield: Telegraph Rd. to Lasher Rd.
Residential Parkway | Shared Use Path



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Residential Parkway
Segment Speed Limit	40mph
Average Daily Traffic Volume	9,300
Transit Stops (Yes/No)	Yes
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	High

Challenges	
Highway Crossing (Yes/No)	Yes
Driveway Frequency (Low, Medium, High)	High
Freight Loading/Unloading (Yes/No)	No

Implementation	
Cost Estimate	\$\$\$
Segment Length / Miles Impacted	0.35 miles
Responsible Party	City of Southfield

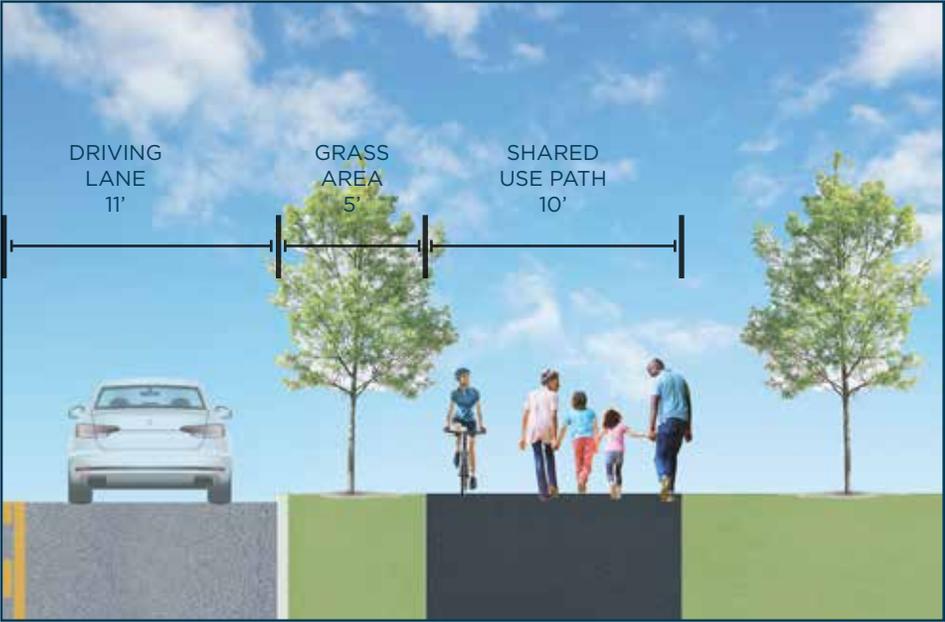
CORRIDOR PRIORITY RANKING:



Between Telegraph Road and Lasher Road, two small segments are missing from the larger existing piece. These are located at the two intersections. Additional coordination with MDOT will be needed to improve the crossing of Telegraph Road as this is a large, fast moving roadway.

SEGMENT 4D

Southfield: Lasher Rd. to Evergreen Rd.
Residential Arterial | Shared Use Path



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Residential Arterial
Segment Speed Limit	40mph
Average Daily Traffic Volume	13,300
Transit Stops (Yes/No)	Yes
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	Moderate

Challenges	
Highway Crossing (Yes/No)	No
Driveway Frequency (Low, Medium, High)	High
Freight Loading/Unloading (Yes/No)	No

Implementation	
Cost Estimate	\$\$\$\$
Segment Length / Miles Impacted	0.5 miles
Responsible Party	City of Southfield

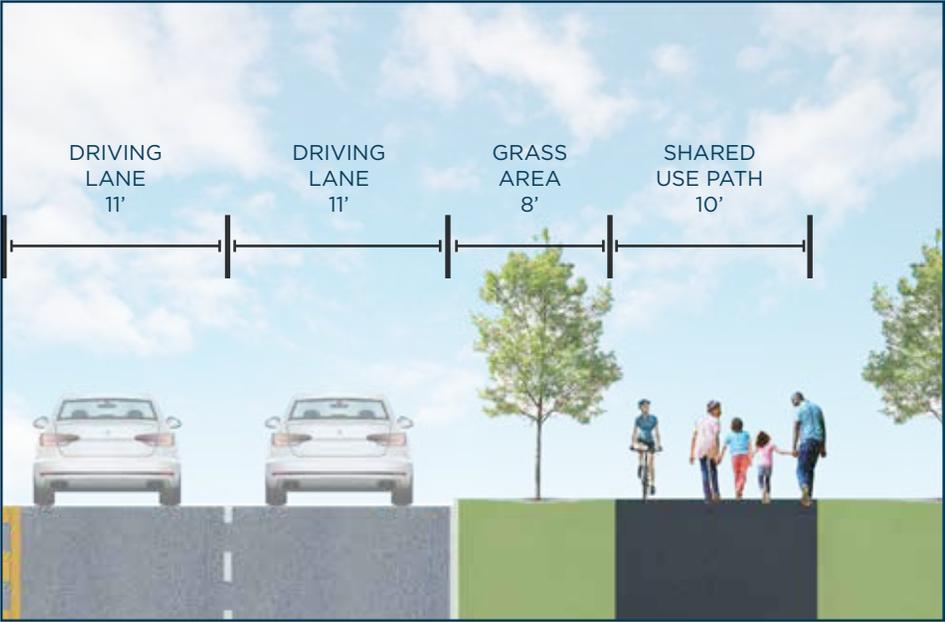
CORRIDOR PRIORITY RANKING:



Recently the City of Southfield completed the segment in front of Bauervic Woods Park with a 10’ shared use pathway. A high priority project is to further connect the pathway west to Lasher Road. This project would include a road diet to allow for the path to be placed mostly in the roadway. It is undergoing design at the time of writing and will be looking for funding to help implement.

SEGMENT 4E

Southfield: Evergreen Rd. to Southfield Rd.; M-39 and M-10 Crossing
Residential Parkway; Highway Crossing | Shared Use Path



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Residential Arterial/Highway Crossing
Segment Speed Limit	40mph
Average Daily Traffic Volume	14,800
Transit Stops (Yes/No)	Yes
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	High

Challenges	
Highway Crossing (Yes/No)	Yes
Driveway Frequency (Low, Medium, High)	High
Freight Loading/Unloading (Yes/No)	No

Implementation	
Cost Estimate	\$\$\$\$\$\$
Segment Length / Miles Impacted	0.85 miles
Responsible Party	City of Southfield

CORRIDOR PRIORITY RANKING:



Another high priority project for the City of Southfield is the connection to the east from the new Bauervic Woods Park pathway. This segment will connect to a large portion of residents who are in need of a sidewalk and unable to safely traverse the corridor. The pathway would continue on the south side of Nine Mile to connect with existing facilities.

SEGMENT 4F

Southfield: M-39 and M-10 Crossing
Highway Crossing and Temporary Bypass | Shared Use Path and On-Street Bike Route



Current Segment Characteristics	
Corridor Typology	Highway Crossing
Segment Speed Limit	40mph
Average Daily Traffic Volume	14,800
Transit Stops (Yes/No)	No
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	High

Challenges	
Highway Crossing (Yes/No)	Yes
Driveway Frequency (Low, Medium, High)	Low
Freight Loading/Unloading (Yes/No)	No

Implementation	
Cost Estimate	\$\$
Segment Length / Miles Impacted	0.25 miles
Responsible Party	City of Southfield

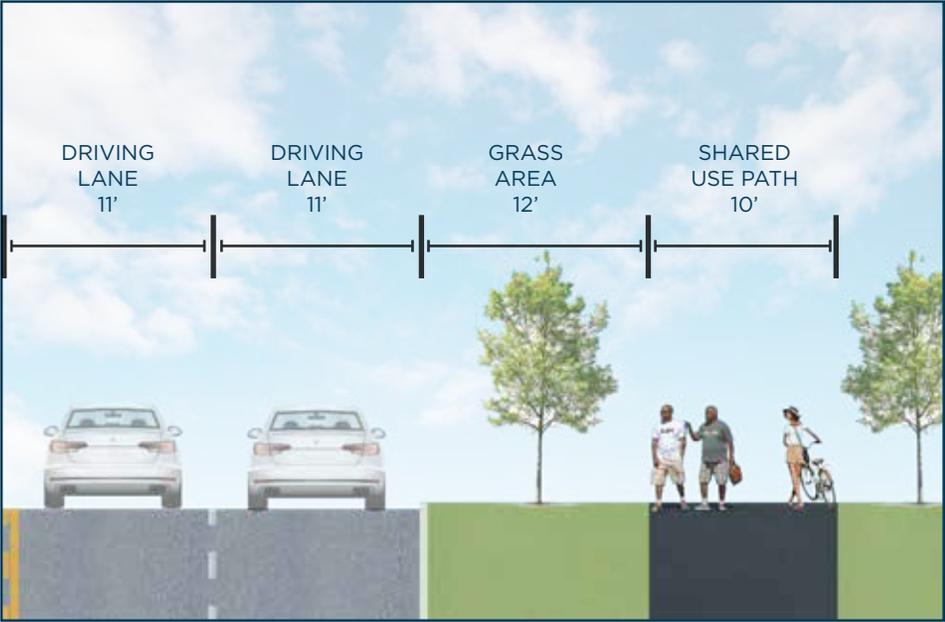
CORRIDOR PRIORITY RANKING:



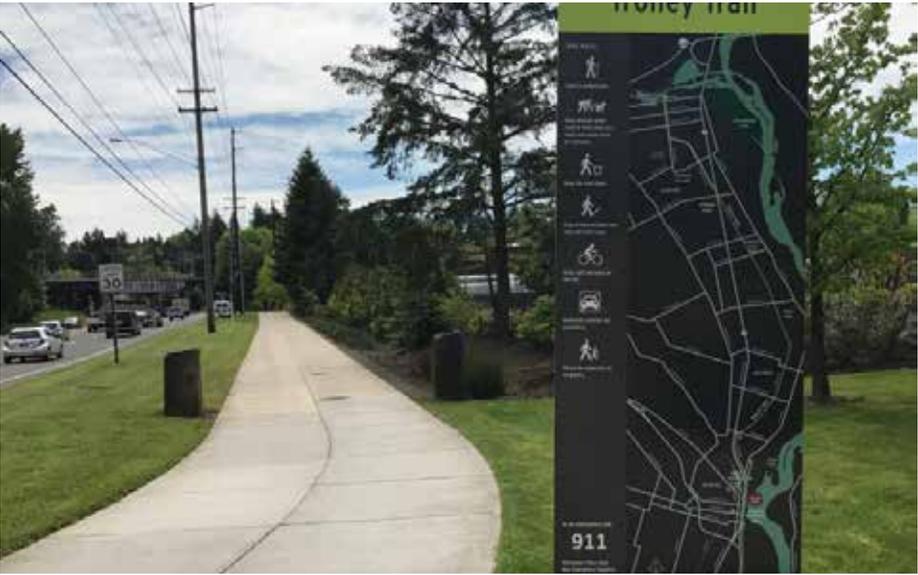
The M-39 and M-10 Highway crossing is a long term project for the Corridor, and is an essential link and will require coordination with MDOT and funding to support the project. The City of Southfield has an existing highway bypass that is shown in the map to the right that can be utilized for the time being. The current routing utilizes Southfield’s City Center Trail as well as signed, on-street bike routes to allow users safe travel over the busy highway.

SEGMENT 4G

Southfield: Southfield Rd. to Greenfield Rd.
Suburban Mixed Use | Shared Use Path



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Suburban Mixed Use
Segment Speed Limit	40mph
Average Daily Traffic Volume	19,500
Transit Stops (Yes/No)	Yes
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	High

Challenges	
Highway Crossing (Yes/No)	No
Driveway Frequency (Low, Medium, High)	Medium
Freight Loading/Unloading (Yes/No)	No

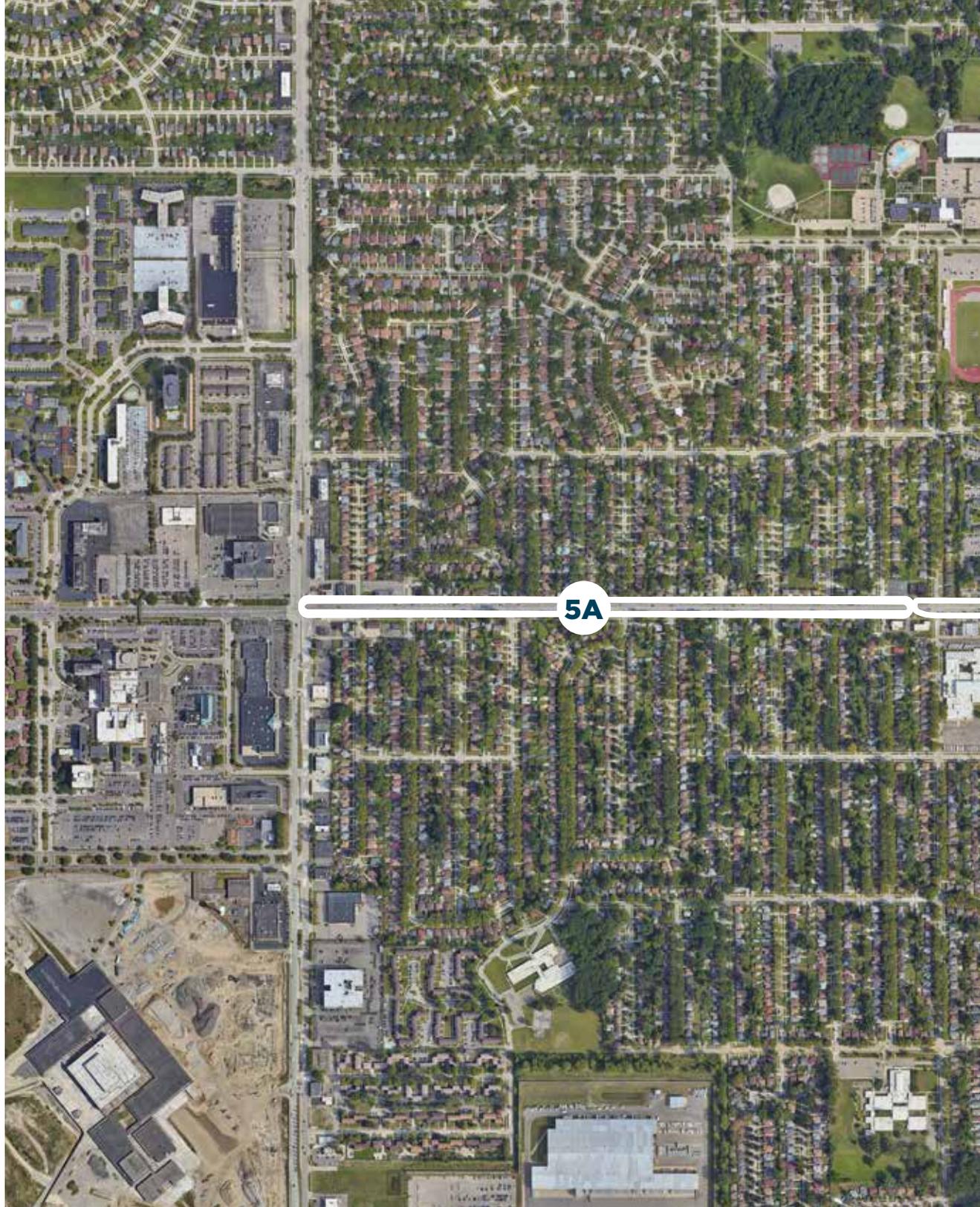
Implementation	
Cost Estimate	\$\$\$
Segment Length / Miles Impacted	0.23 miles
Responsible Party	City of Southfield

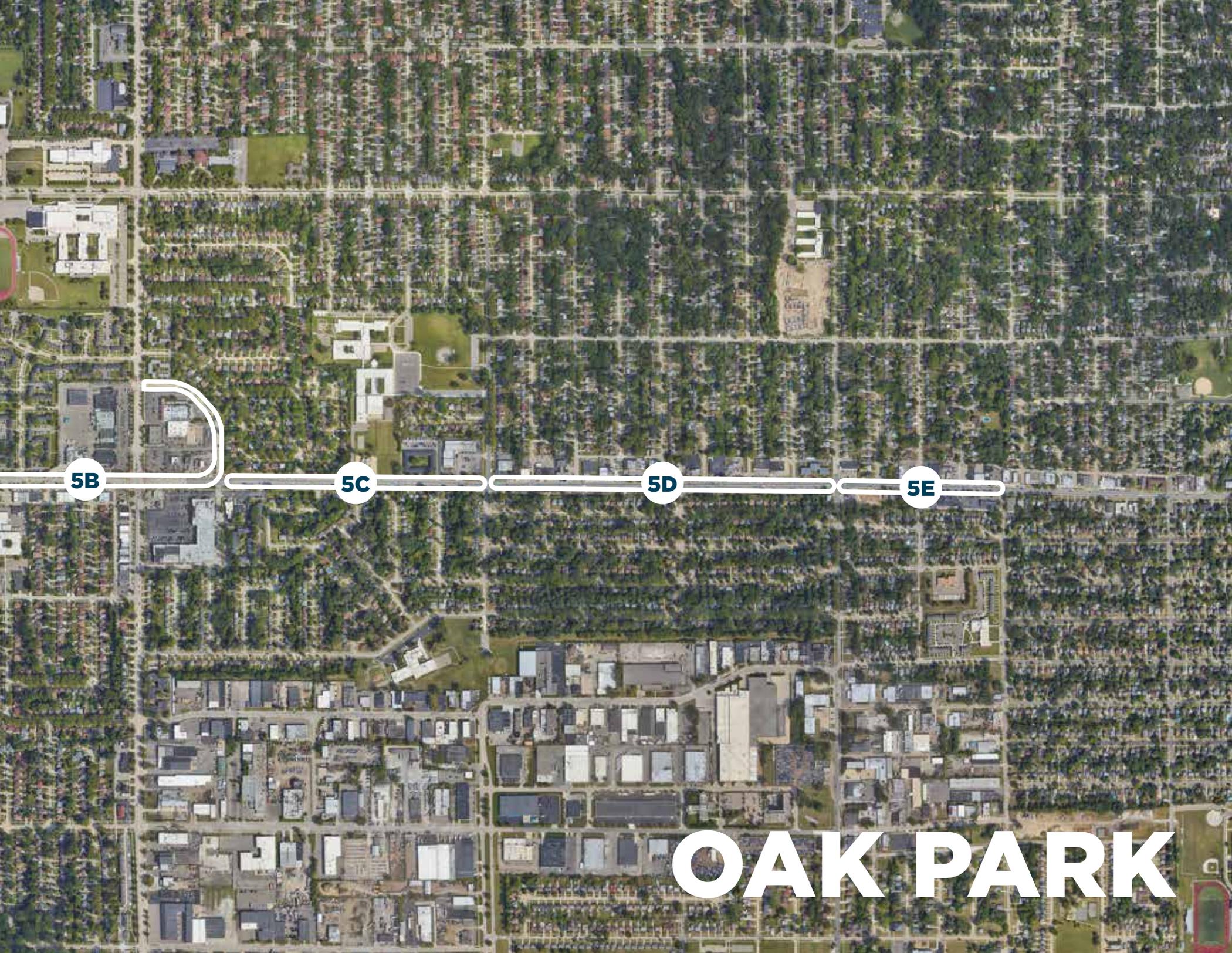
PRIORITY RANKING:


LOW
HIGH

Following the crossing of the freeways, the 10' shared use pathway continues on the south side of the roadway past Oakland County Community College, a number of apartment buildings, Providence Hospital, and office buildings. This connection will help link Southfield with Oak Park.

NINE MILE CORRIDOR PLAN





5B

5C

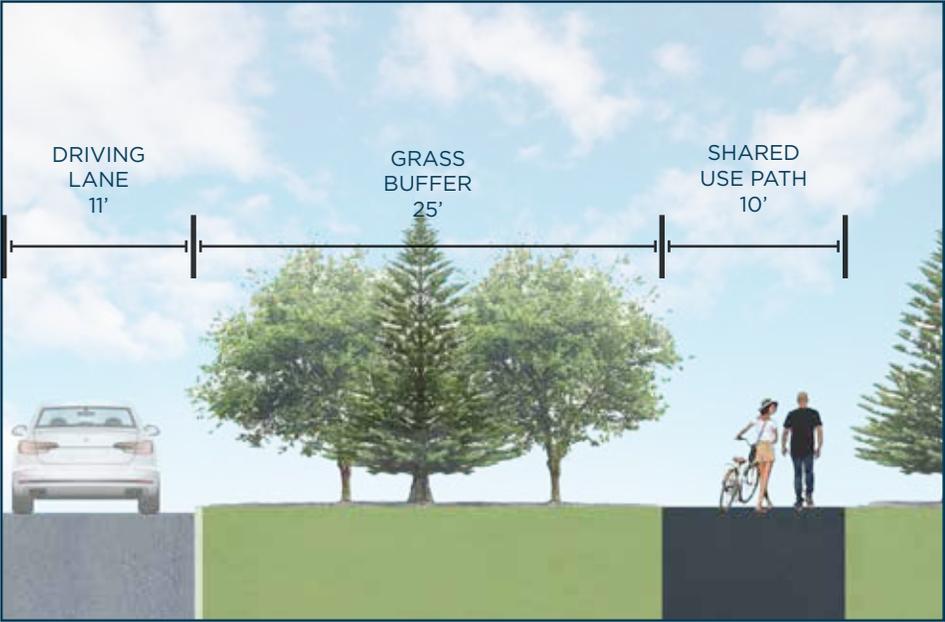
5D

5E

OAK PARK

SEGMENT 5A

Oak Park: Greenfield Rd to Parklawn St.
Residential Arterial | Shared Use Path



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Residential Arterial
Segment Speed Limit	35mph
Average Daily Traffic Volume	15,700
Transit Stops (Yes/No)	Yes
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	High

Challenges	
Highway Crossing (Yes/No)	No
Driveway Frequency (Low, Medium, High)	High
Freight Loading/Unloading (Yes/No)	No

Implementation	
Cost Estimate	\$\$\$\$
Segment Length / Miles Impacted	0.72 miles
Responsible Party	City of Oak Park

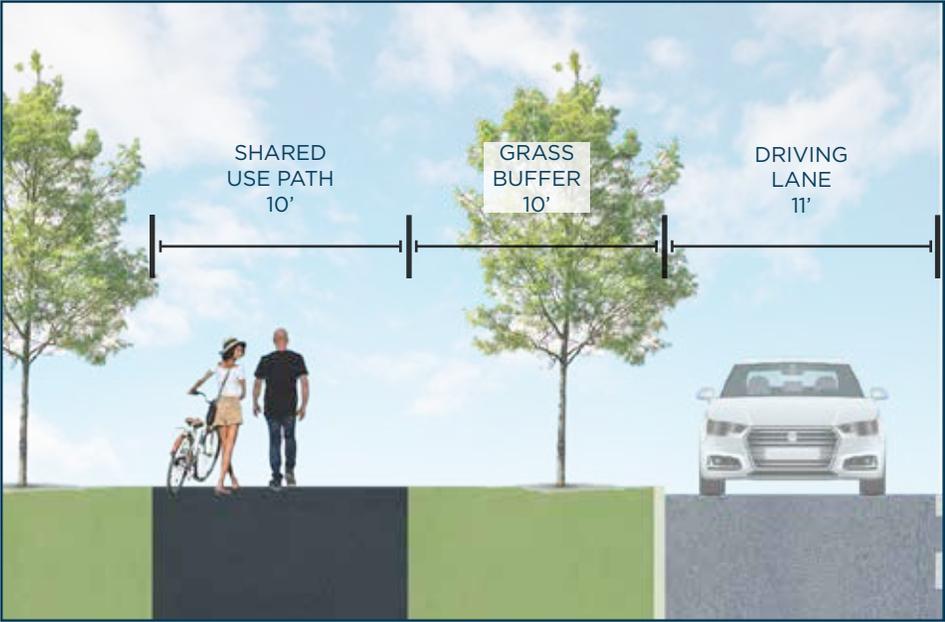
PRIORITY RANKING:



From the Oak Park City boundary at Greenfield Road, this segment continues east to Parklawn Street on the south side of Nine Mile Road through a mostly residential area. There is ample right-of-way to be able to add a 10' shared use pathway, however there are many driveways to cross and coordination with property owners will need to take place.

SEGMENT 5B

Oak Park: Parklawn St. to Mc Clain Dr.
Commercial Corridor | Shared Use Path



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Commercial Corridor
Segment Speed Limit	35mph
Average Daily Traffic Volume	15,700
Transit Stops (Yes/No)	Yes
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	High

Challenges	
Highway Crossing (Yes/No)	No
Driveway Frequency (Low, Medium, High)	Medium
Freight Loading/Unloading (Yes/No)	No

Implementation	
Cost Estimate	\$\$\$\$\$
Segment Length / Miles Impacted	0.6 miles
Responsible Party	City of Oak Park

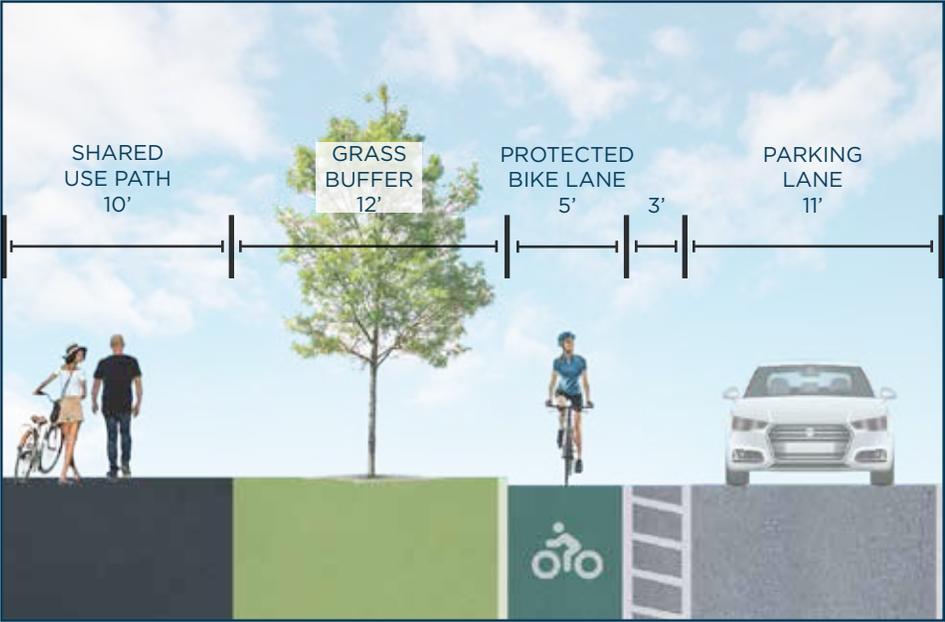
PRIORITY RANKING:



This segment of 10' shared use pathway crosses Nine Mile Road to the north side of the street to avoid right-of-way and parking constraints on the south side. It also continues north along McClain Drive, taking advantage of additional right-of-way and links with the existing linear park trail that currently ends east of McClain.

SEGMENT 5C

Oak Park: Mc Clain Dr. to Scotia Rd.
Residential Arterial | Shared Use Path



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Residential Arterial
Segment Speed Limit	35mph
Average Daily Traffic Volume	15,700
Transit Stops (Yes/No)	Yes
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	Very High

Challenges	
Highway Crossing (Yes/No)	No
Driveway Frequency (Low, Medium, High)	Low
Freight Loading/Unloading (Yes/No)	No

Implementation	
Cost Estimate	\$\$\$\$
Segment Length / Miles Impacted	0.26 miles
Responsible Party	City of Oak Park

PRIORITY RANKING:

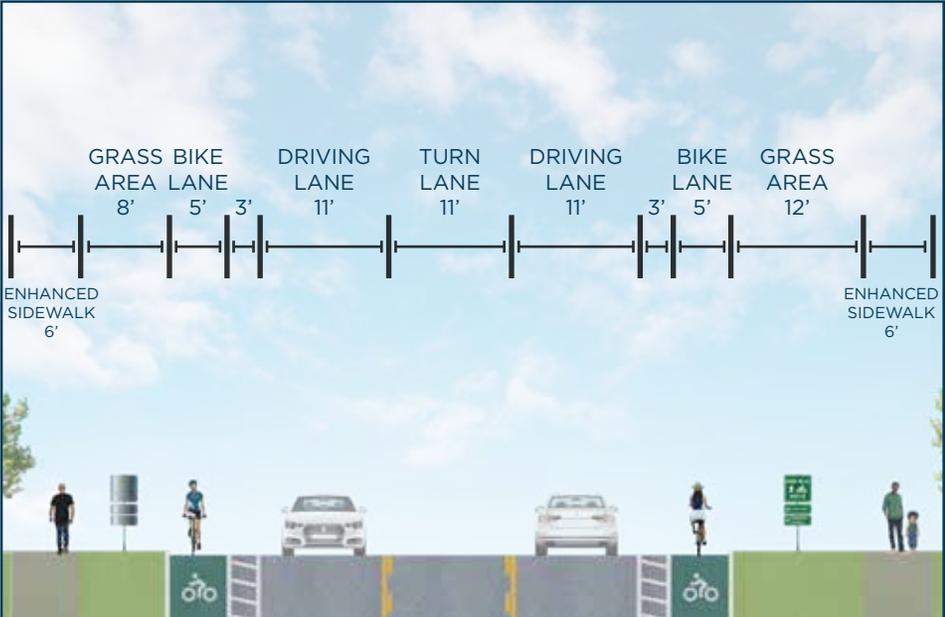


 LOW HIGH

This segment of 10' shared use pathway would connect the two existing trail segments that Oak Park has constructed along Nine Mile Road. This pathway would continue on the north side of the street before crossing to the south side at Scotia Road. A placemaking opportunity exists midway through the segment and presents an opportunity for an additional public space.

SEGMENT 5E & 6A

Oak Park: Rosewood St. to Republic Ave.; Ferndale: Republic Ave. to Pinecrest Neighborhood Commercial | Enhanced Sidewalk



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Neighborhood Commercial
Segment Speed Limit	35mph 30mph
Average Daily Traffic Volume	15,700
Transit Stops (Yes/No)	Yes
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	High

Challenges	
Highway Crossing (Yes/No)	No
Driveway Frequency (Low, Medium, High)	Low High
Freight Loading/Unloading (Yes/No)	No

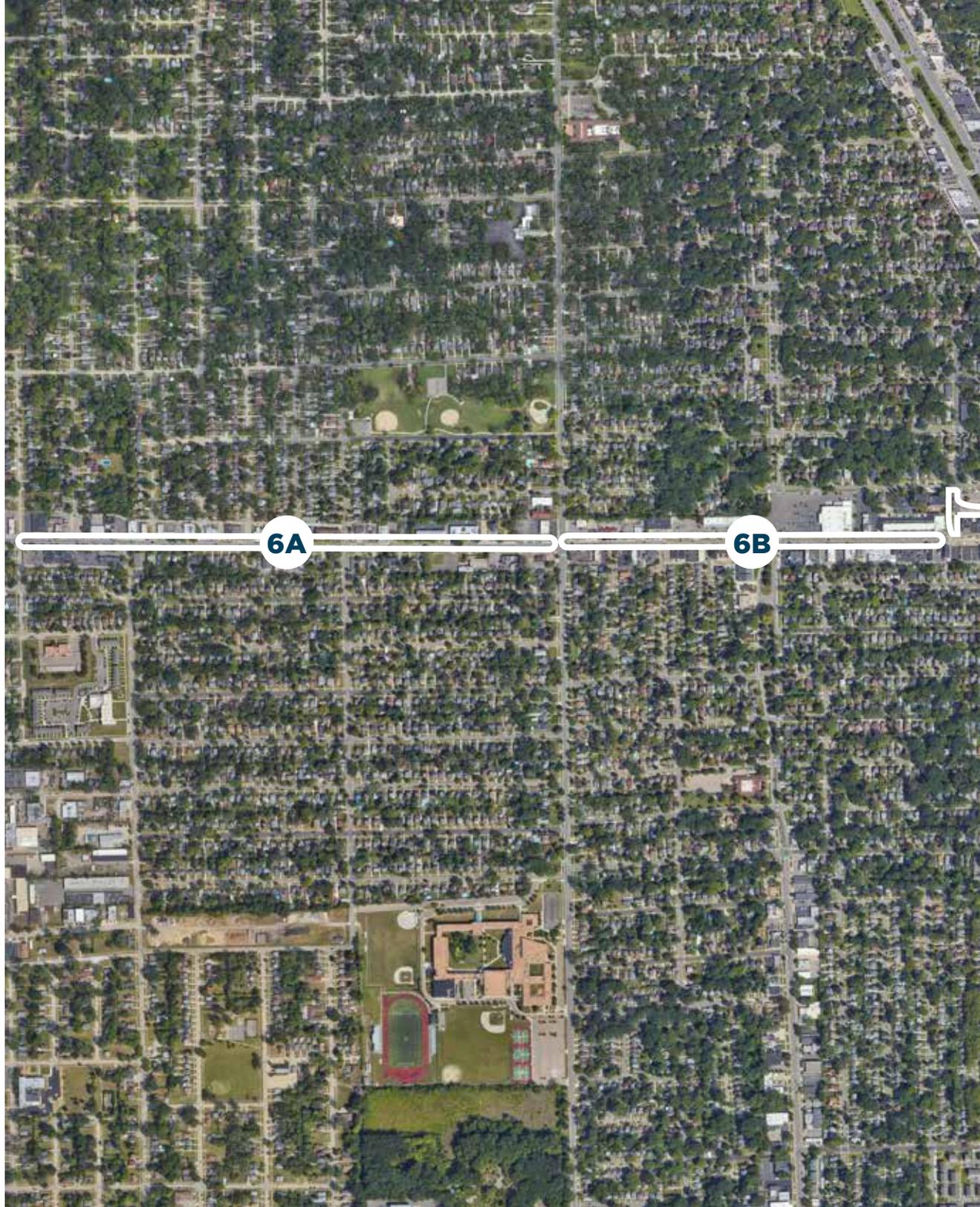
Implementation	
Cost Estimate	\$\$\$\$
Segment Length / Miles Impacted	0.5 miles 0.46 miles
Responsible Party	City of Oak Park City of Ferndale

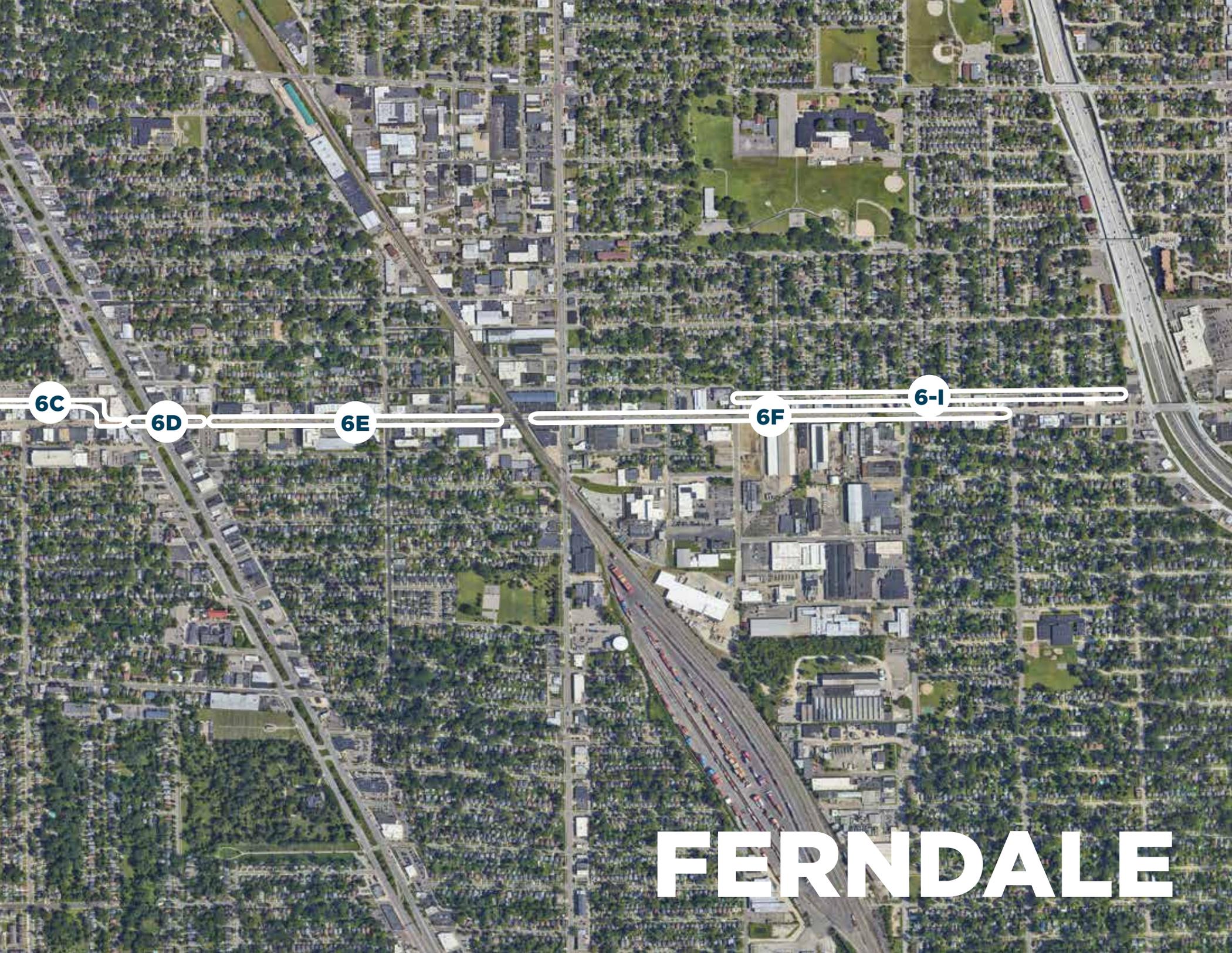
PRIORITY RANKING:


LOW
HIGH

The segment from Rosewood Street in Oak Park to Pinecrest Street in Ferndale lacks the right-of-way to add a full shared use pathway without significant changes to the roadway. This segment currently has bike lanes, however enhanced sidewalks are recommended to encourage the walking connection between the two cities and show that the pathway continues.

NINE MILE CORRIDOR PLAN





6C

6D

6E

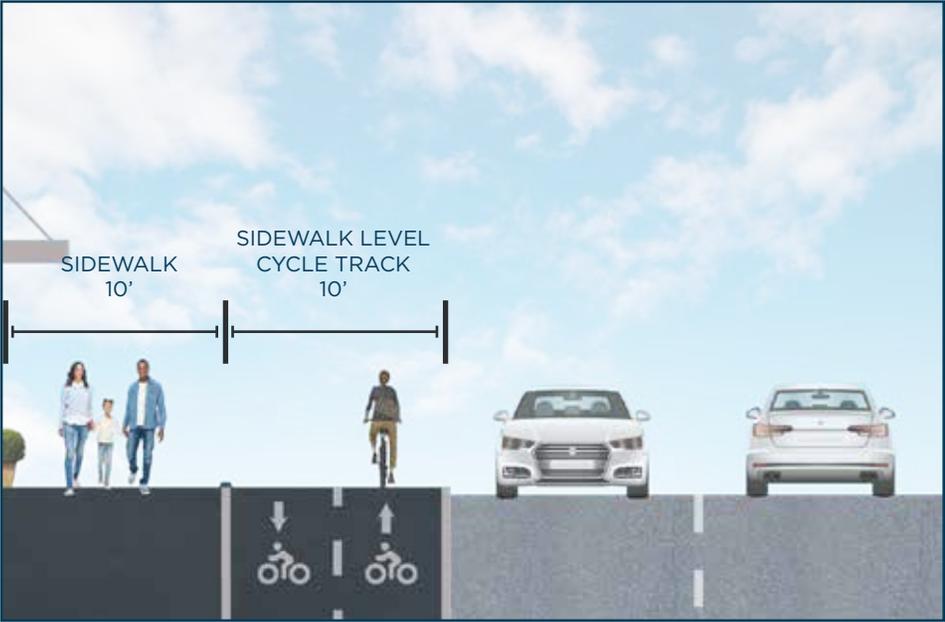
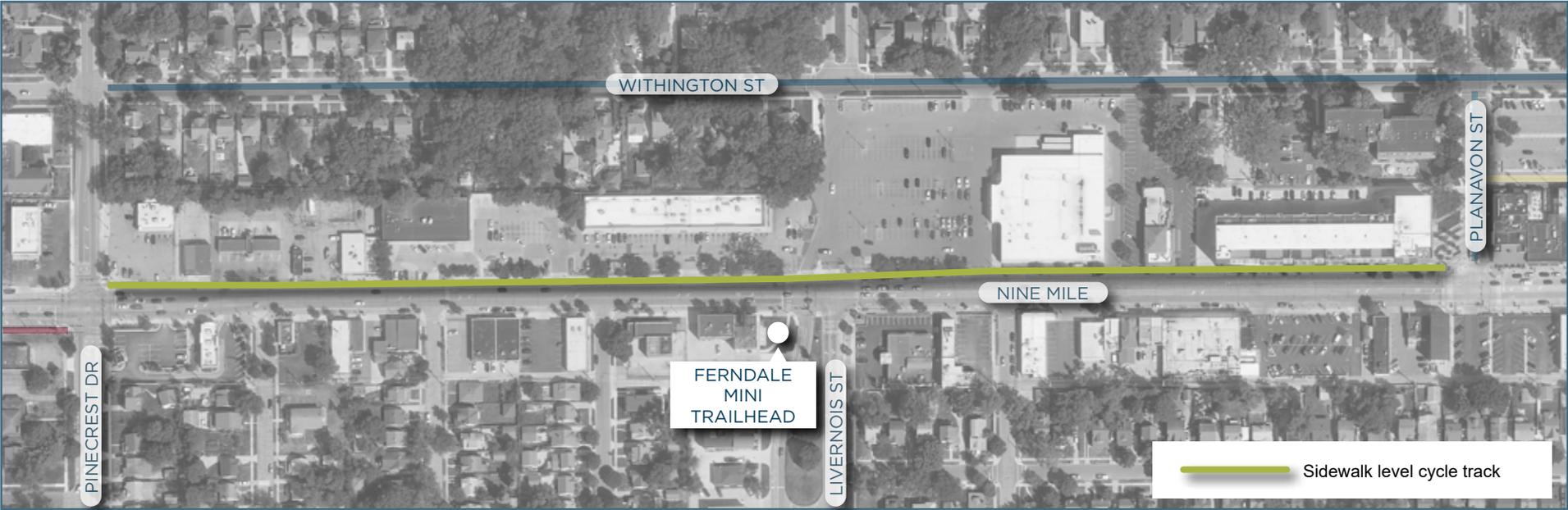
6F

6-I

FERNDAL

SEGMENT 6B

Ferndale: Pinecrest Dr. to Planavon St.
Neighborhood Commercial | Sidewalk Level Cycle Track



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Neighborhood Commercial
Segment Speed Limit	25mph
Average Daily Traffic Volume	12,800
Transit Stops (Yes/No)	Yes
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	Moderate

Challenges	
Highway Crossing (Yes/No)	No
Driveway Frequency (Low, Medium, High)	High
Freight Loading/Unloading (Yes/No)	No

Implementation	
Cost Estimate	\$\$\$
Segment Length / Miles Impacted	0.45 miles
Responsible Party	City of Ferndale

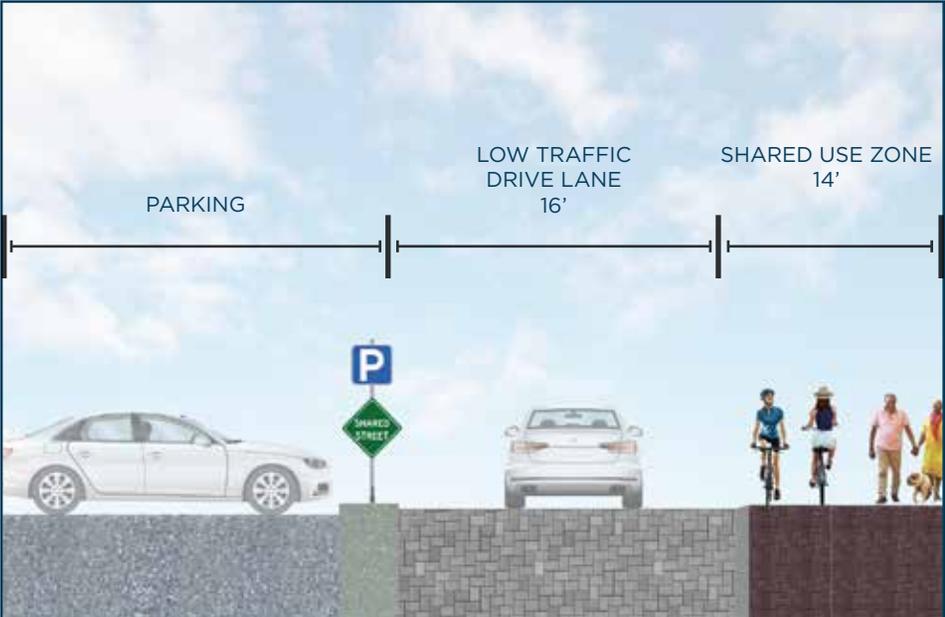
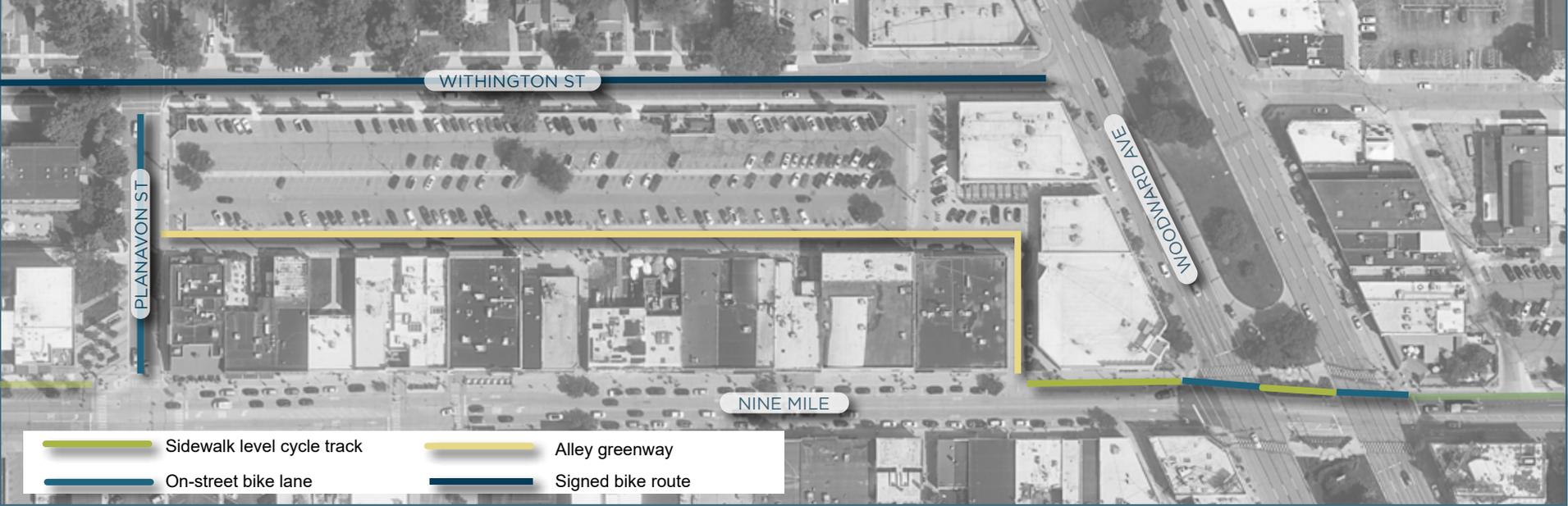
PRIORITY RANKING:



Due to the constrained nature of this segment and the relatively high traffic levels, it is recommended that a raised bicycle facility be added to the north side of Nine Mile Road. This two-way, sidewalk level cycle track would be 8' wide, tie into the existing sidewalk, and be a dedicated space for bicyclists. Current roadway and property constraints will make this a challenge, but necessary to the overall corridor connectivity.

SEGMENT 6C

Ferndale: Withington South Greenway
Suburban Downtown | Alley Greenway



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Alley Residential Parkway
Segment Speed Limit	25mph NA
Average Daily Traffic Volume	NA
Transit Stops (Yes/No)	No
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	Moderate

Challenges	
Highway Crossing (Yes/No)	No
Driveway Frequency (Low, Medium, High)	High Low
Freight Loading/Unloading (Yes/No)	No Yes

Implementation	
Cost Estimate	\$\$\$\$\$\$
Segment Length / Miles Impacted	0.62 miles 0.2 miles
Responsible Party	City of Ferndale

PRIORITY RANKING:

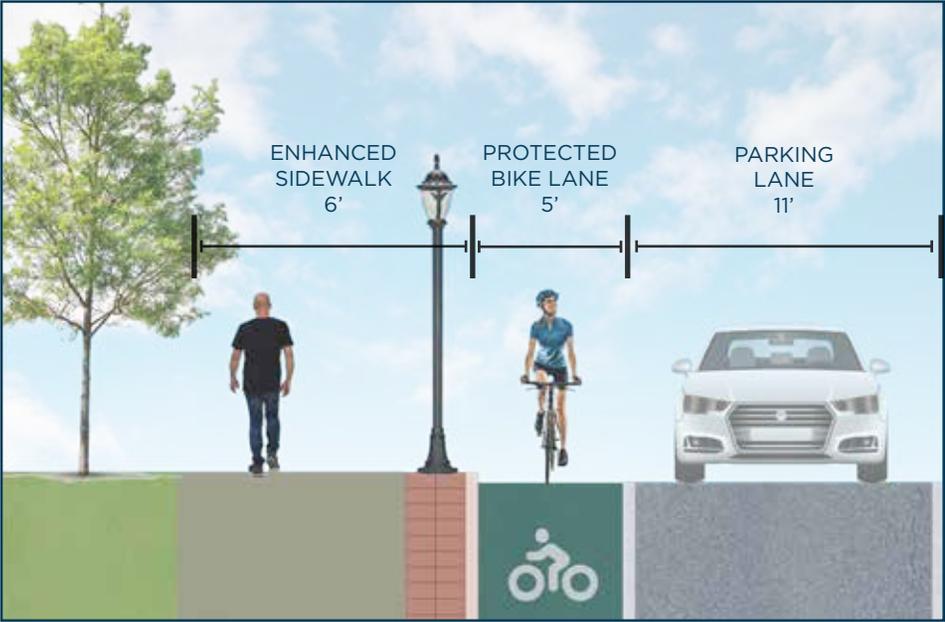
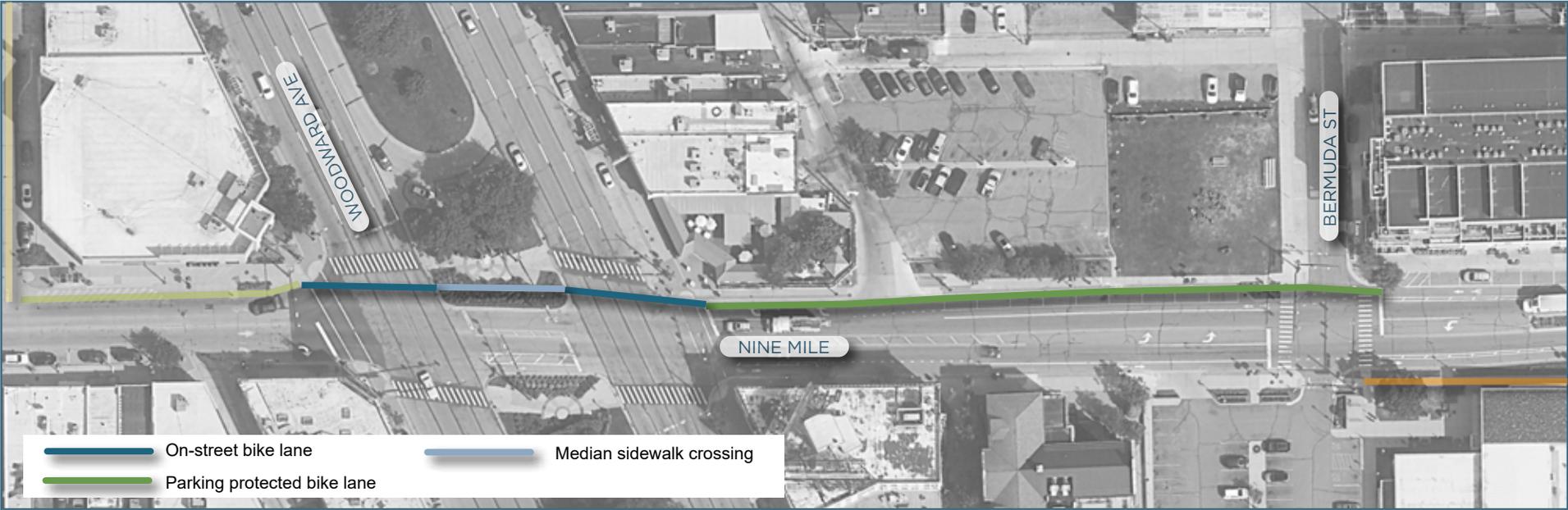


 LOW HIGH

This segment consists of three individual project intended to foster connectivity along the Nine Mile Corridor. A signed bike route and on-street bike lane help connect cyclists in the short term before the Nine Mile projects are complete. A redesign of the Withington Alley to a Green Alley/Woonerf shared street is intended to make better use of the space and provide opportunities for placemaking.

SEGMENT 6D

Ferndale: Woodward Ave. to Bermuda St.
Suburban Downtown | Parking Protected Bike Lane



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Suburban Downtown
Segment Speed Limit	25mph
Average Daily Traffic Volume	12,000
Transit Stops (Yes/No)	Yes
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	None

Challenges	
Highway Crossing (Yes/No)	Yes
Driveway Frequency (Low, Medium, High)	Low
Freight Loading/Unloading (Yes/No)	No

Implementation	
Cost Estimate	\$\$
Segment Length / Miles Impacted	0.08 miles 0.08 miles
Responsible Party	City of Ferndale

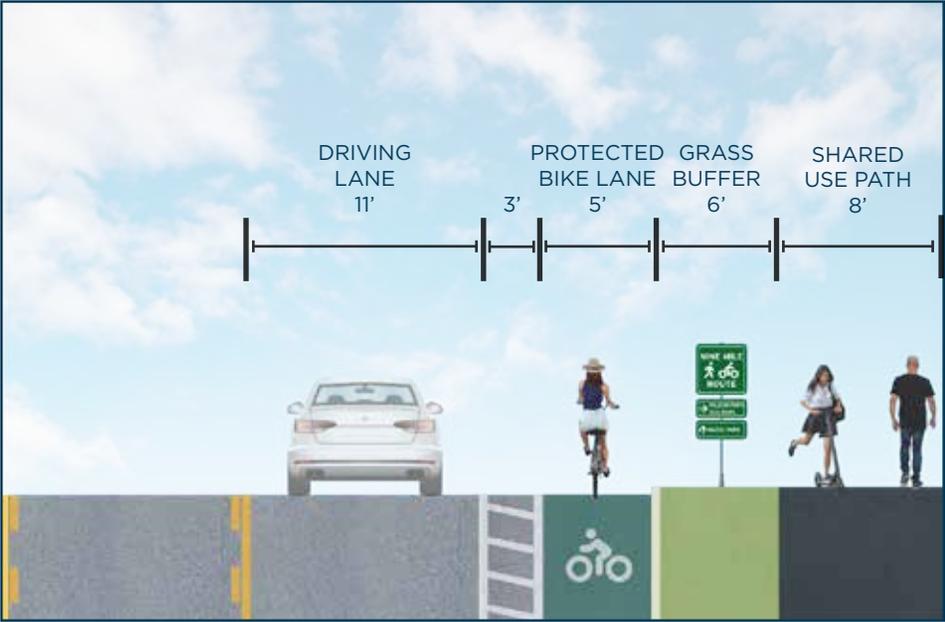
PRIORITY RANKING:


LOW
HIGH

Woodward Avenue acts as a large barrier between the east and west sides of Ferndale. This segment intends to help bridge the gap for pedestrians and cyclists looking to cross by improving visibility and adding protection when crossing and continuing east to Bermuda Street. These improvements should tie into the forthcoming Woodward Avenue road diet.

SEGMENT 6E

Ferndale: Bermuda St. to Hilton Rd.
 Neighborhood Commercial | Shared Use Path



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Neighborhood Commercial
Segment Speed Limit	25mph
Average Daily Traffic Volume	12,000
Transit Stops (Yes/No)	Yes
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	Moderate

Challenges	
Highway Crossing (Yes/No)	No
Driveway Frequency (Low, Medium, High)	Medium
Freight Loading/Unloading (Yes/No)	No

Implementation	
Cost Estimate	\$\$\$\$
Segment Length / Miles Impacted	0.5 miles
Responsible Party	City of Ferndale

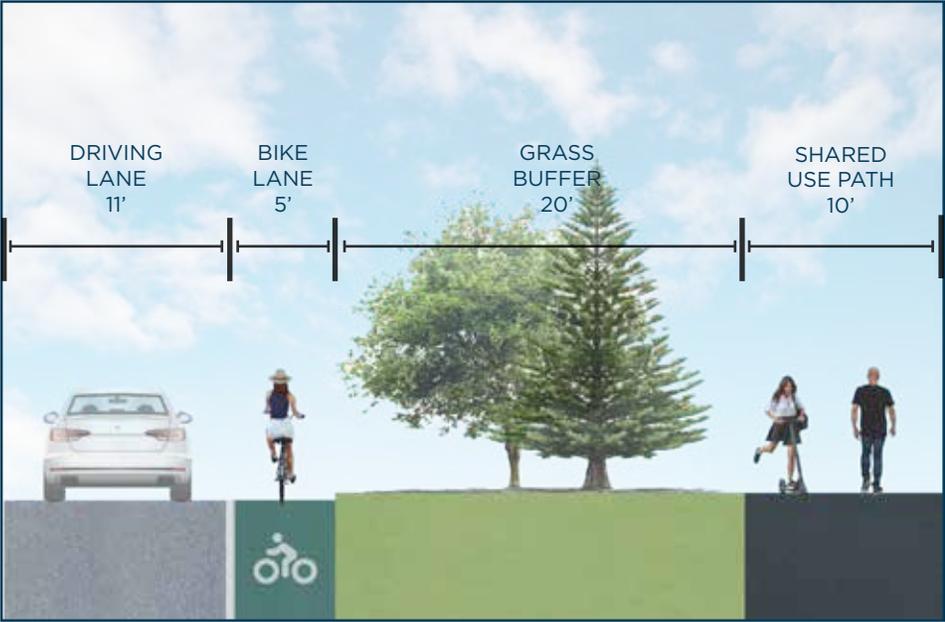
PRIORITY RANKING:



The pathway shifts to the south side of Nine Mile Road east of Bermuda Street to connect better with the Ferndale Public Library and City Hall, as well as utilize available right-of-way. Since limited space is available and on-street bike lanes are present, this segment is recommended as an 8' shared use path to provide comfortable travel for those less comfortable cycling in the roadway.

SEGMENT 6F

Ferndale: Hilton Rd. to West End St.
Neighborhood Commercial | Shared Use Path



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Neighborhood Commercial
Segment Speed Limit	25mph
Average Daily Traffic Volume	12,000
Transit Stops (Yes/No)	Yes
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	Moderate

Challenges	
Highway Crossing (Yes/No)	No
Driveway Frequency (Low, Medium, High)	Low
Freight Loading/Unloading (Yes/No)	No

Implementation	
Cost Estimate	\$\$\$\$
Segment Length / Miles Impacted	0.62 miles
Responsible Party	City of Ferndale

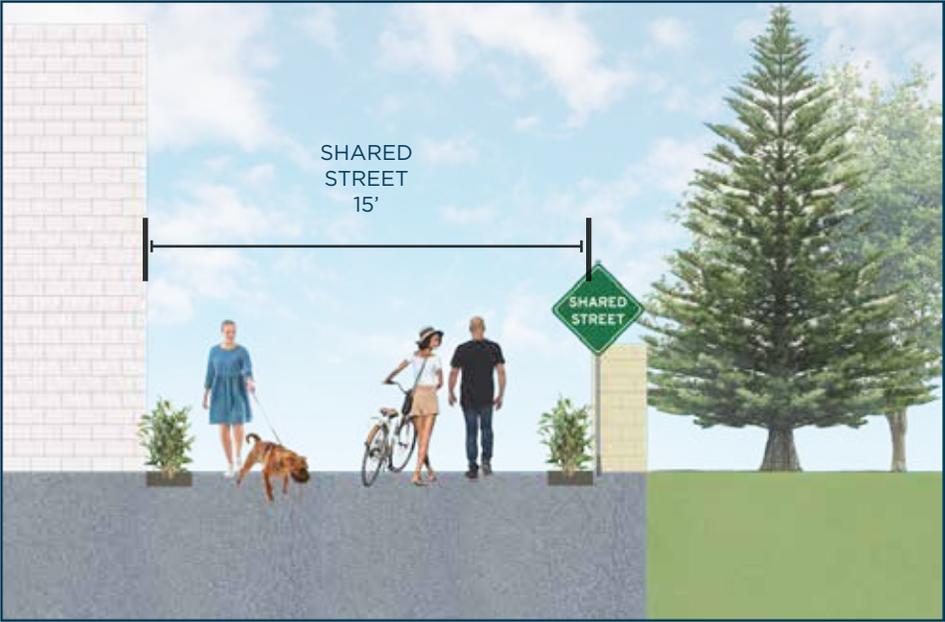
PRIORITY RANKING:



From Hilton Street to West End Street, the right-of-way widens and space for a 10' shared use pathway is available. This pathway is intended to serve a similar purpose as the segment to the west and provide space for less confident cyclists, children, or other slower, person powered modes.

SEGMENT 6-I

Ferndale, Hazel Park: Vester St Alley
Neighborhood Commercial | Alley Greenway



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Alley
Segment Speed Limit	NA
Average Daily Traffic Volume	NA
Transit Stops (Yes/No)	No
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	Moderate

Challenges	
Highway Crossing (Yes/No)	No
Driveway Frequency (Low, Medium, High)	Low
Freight Loading/Unloading (Yes/No)	Yes

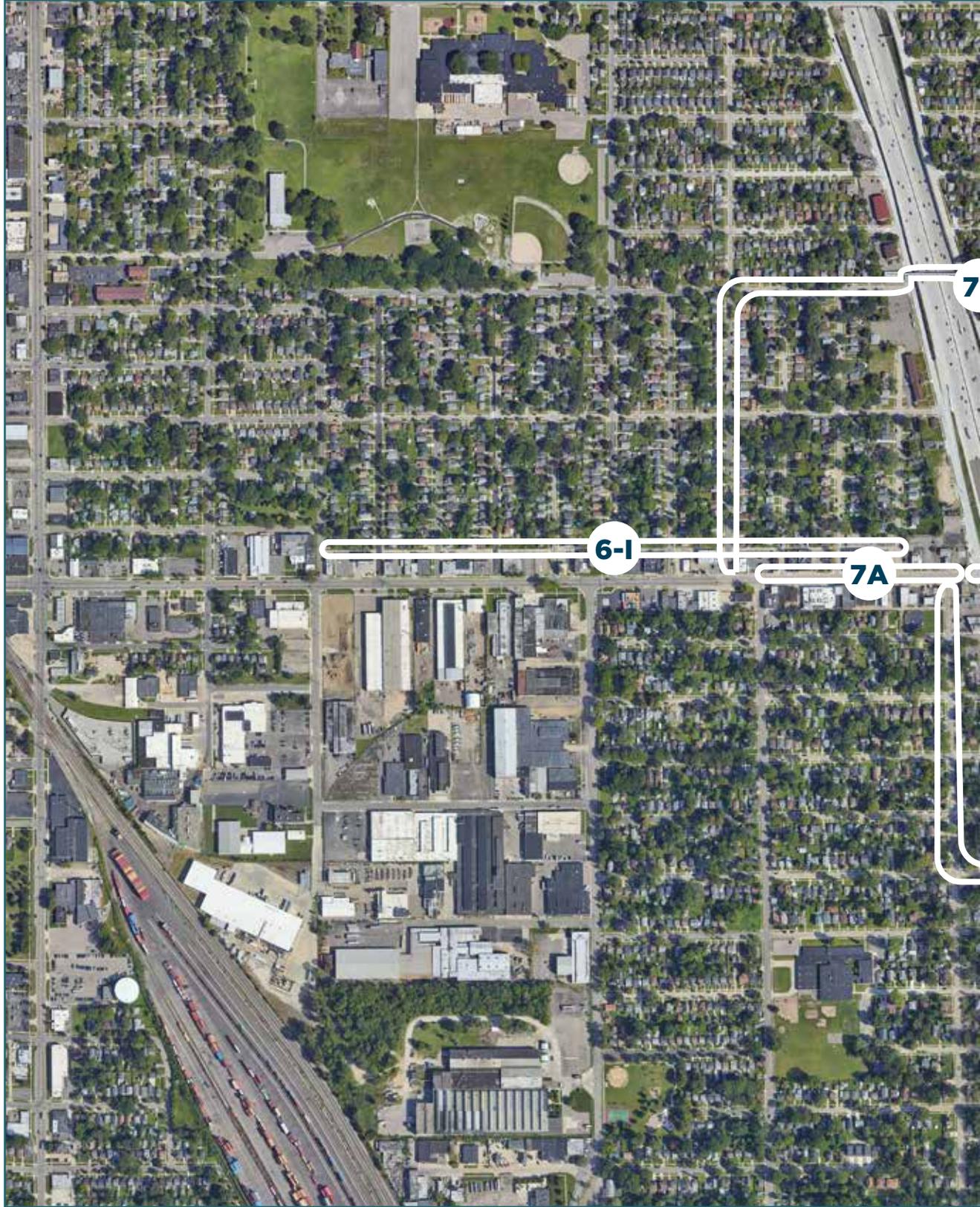
Implementation	
Cost Estimate	\$\$\$\$\$
Segment Length / Miles Impacted	0.38 miles
Responsible Party	City of Ferndale

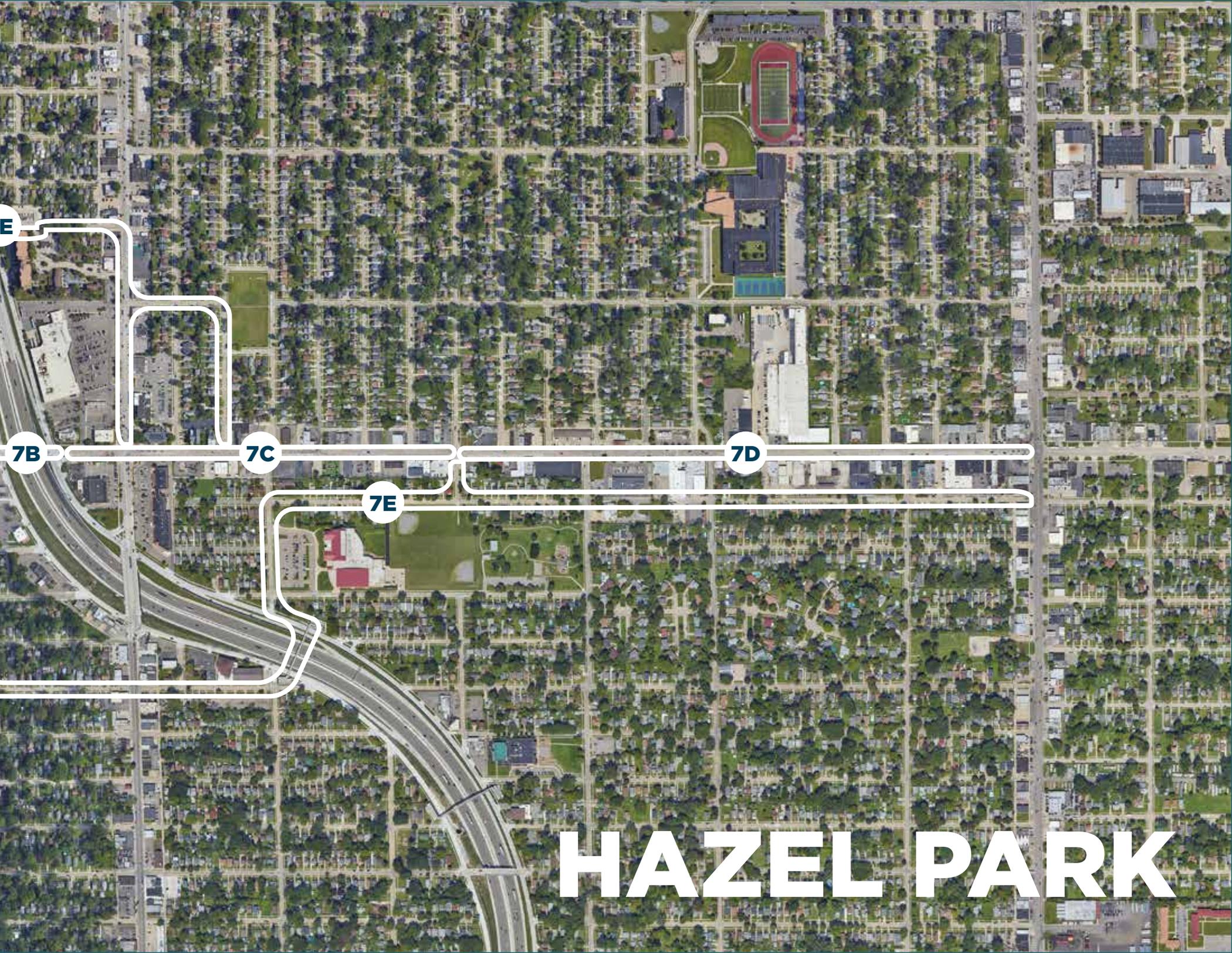
PRIORITY RANKING:



This segment would utilize the Vester Street Alley and run parallel to the previous segment. Vester Street provides an opportunity to turn an underutilized piece of infrastructure into a unique place that caters to pedestrians and cyclists while including art, green stormwater infrastructure, and other placemaking elements to draw residents in.

NINE MILE CORRIDOR PLAN





E

7B

7C

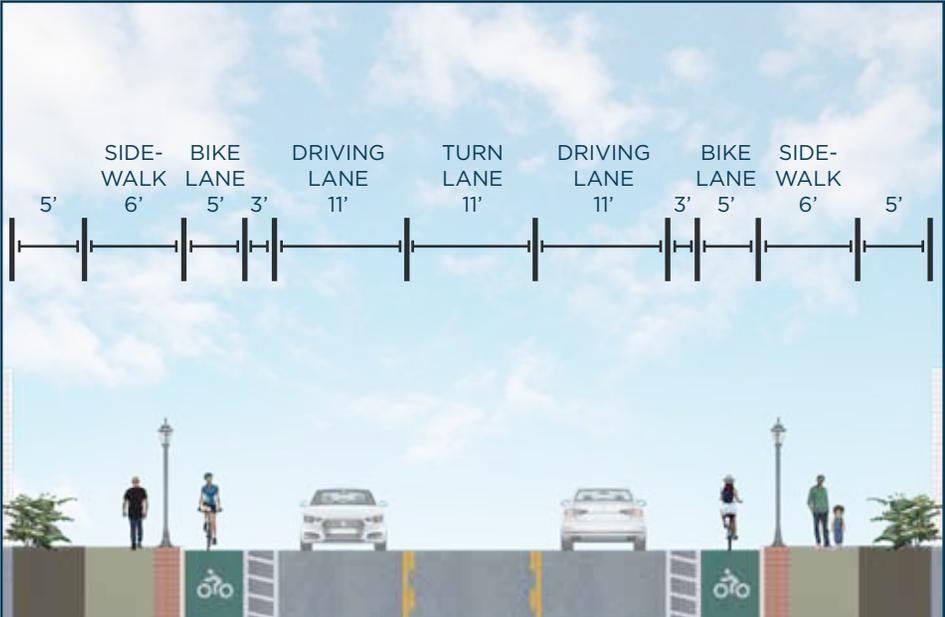
7E

7D

HAZEL PARK

SEGMENT 7A

Hazel Park: West End St. to I-75
 Neighborhood Commercial | On-Street Bike Lanes + Enhanced Sidewalk



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Neighborhood Commercial
Segment Speed Limit	25
Average Daily Traffic Volume	12,000
Transit Stops (Yes/No)	Yes
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	High

Challenges	
Highway Crossing (Yes/No)	No
Driveway Frequency (Low, Medium, High)	Medium
Freight Loading/Unloading (Yes/No)	No

Implementation	
Cost Estimate	\$\$\$
Segment Length / Miles Impacted	0.2 miles
Responsible Party	City of Hazel Park

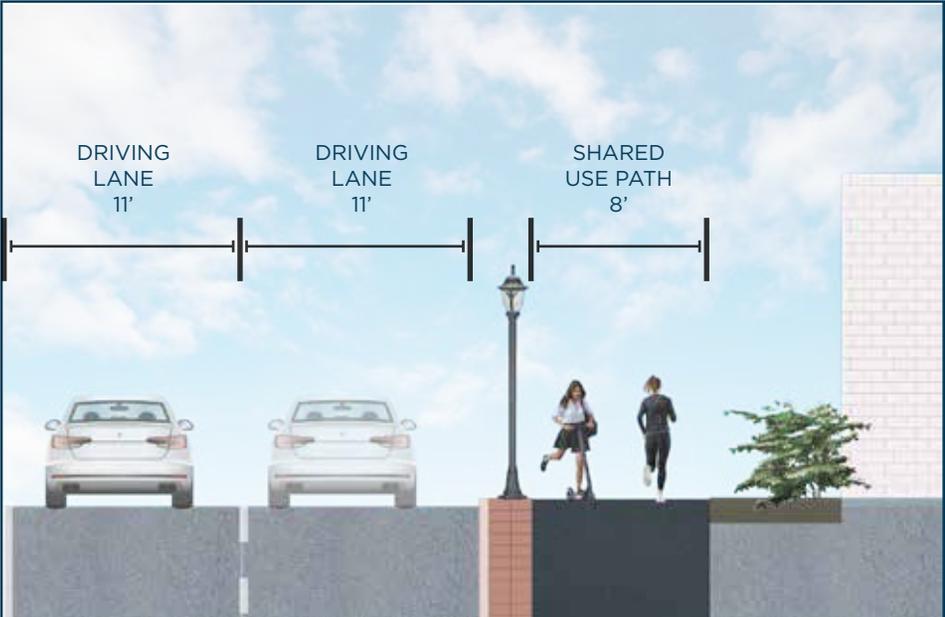
PRIORITY RANKING:



Currently this segment is where the bike lanes end, dropping cyclists into traffic that can be heavy at times of the day, due to the proximity of I-75. This segment would enhance the sidewalks along both sides of the street and add bike lanes to the I-75 Service Drive. These would connect to the recommended bike routes that cross the Interstate north and south of Nine Mile Road.

SEGMENT 7B & 7C

Hazel Park: I-75 to Vassar Ave.
Neighborhood Commercial | Shared Use Path



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Highway Crossing Neighborhood Commercial
Segment Speed Limit	30
Average Daily Traffic Volume	12,000
Transit Stops (Yes/No)	Yes
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	High

Challenges	
Highway Crossing (Yes/No)	No
Driveway Frequency (Low, Medium, High)	Medium
Freight Loading/Unloading (Yes/No)	No

Implementation	
Cost Estimate	\$\$\$\$\$
Segment Length / Miles Impacted	0.43 miles
Responsible Party	City of Hazel Park

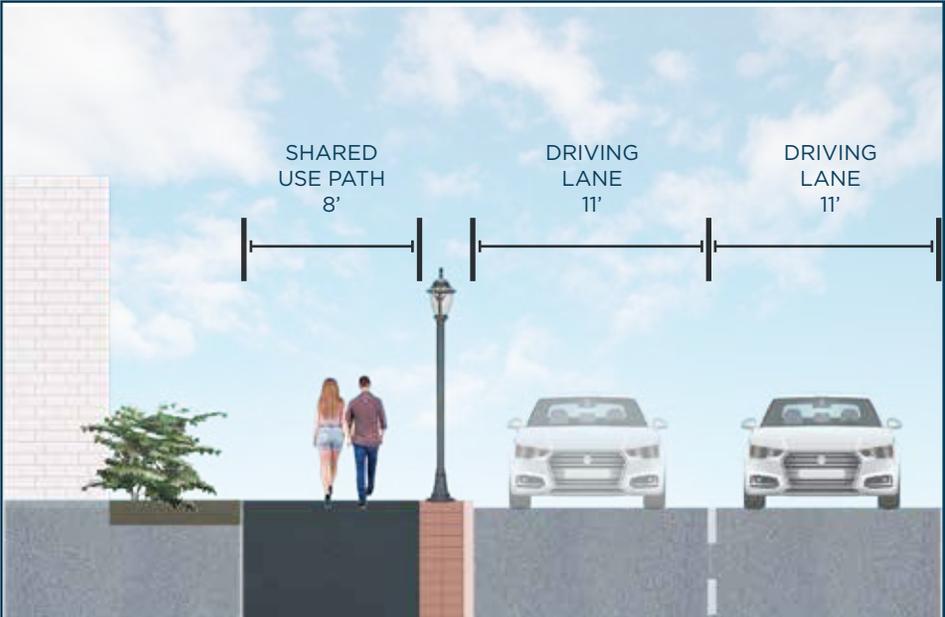
PRIORITY RANKING:



The crossing of I-75 poses a challenge for users as the sidewalks are narrow and unprotected and there is no extra space for bicycle facilities. Oftentimes the bridge is a congestion point for vehicles looking to enter or exit I-75. A long term plan for a highway crossing is recommended. East of I-75, there is space for an 8' shared use path on the south side to accommodate users of all abilities along Nine Mile.

SEGMENT 7D

Hazel Park: Vassar Ave. to Dequindre Rd.
Neighborhood Commercial | Shared Use Path



PROJECT EXAMPLE



Current Segment Characteristics	
Corridor Typology	Neighborhood Commercial
Segment Speed Limit	30
Average Daily Traffic Volume	12,000
Transit Stops (Yes/No)	Yes
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	High

Challenges	
Highway Crossing (Yes/No)	No
Driveway Frequency (Low, Medium, High)	Medium
Freight Loading/Unloading (Yes/No)	No

Implementation	
Cost Estimate	\$\$\$\$
Segment Length / Miles Impacted	0.65 miles
Responsible Party	City of Hazel Park

PRIORITY RANKING:



The final segment of pathway along Nine Mile Road stretches from Vassar Avenue to Dequindre Road on the north side of the street. The pathway crosses at Vassar Avenue based on the right-of-way constraints. The 8' pathway maximizes the available right-of-way but will provide adequate space for all users.

SEGMENT 7-E

Hazel Park: Neighborhood Bike Routes



Current Segment Characteristics	
Corridor Typology	Neighborhood Parkway
Segment Speed Limit	25
Average Daily Traffic Volume	NA
Transit Stops (Yes/No)	No
Sidewalk Infill Needed (Yes/No)	No
SEMCOG Equity Demand Population	High

Challenges	
Highway Crossing (Yes/No)	Yes (existing pedestrian bridges)
Driveway Frequency (Low, Medium, High)	High
Freight Loading/Unloading (Yes/No)	No

Implementation	
Cost Estimate	\$
Segment Length / Miles Impacted	1.1 miles 2 miles
Responsible Party	City of Hazel Park

PRIORITY RANKING:



 LOW HIGH

A series of signed bike routes that extend from Nine Mile help provide a safe route over I-75 without using the Nine Mile Road bridge. These routes use neighborhood streets that are low speed and comfortable for all to ride on and use the existing pedestrian crossings of the highway to access the east side of Hazel Park.

Woodward Ave

Coolidge Hwy

Liverno

Rosewood

Hilton Rd



John R Rd

Dequindre Rd

ACTION PLAN

ACTION PLAN

WHAT IS AN ACTION PLAN?

The Action Plan for the Nine Mile Corridor Plan is a guide to the implementation of the recommended pathway segments and corridor wide recommendations. This section can be used by any of the municipalities along the Nine Mile Corridor in determining which projects are most needed in the community, who is responsible for implementing each project, and potential funding opportunities for planning, design, and construction of pathways.



CORRIDOR-WIDE RECOMMENDATIONS

Outside of the individual pathway segments, there are a number of recommendations that pertain to the entire Nine Mile Corridor. These recommendations are intended to work in concert with the recommended segments and ensure that the Nine Mile Corridor becomes a regional corridor amenity rather than just a sidewalk or pathway. The corridor wide recommendations are focused on maintaining design consistency throughout the six communities, establishing a shared identity along the corridor, and ensuring adequate maintenance and operations throughout the corridor.

INTEGRATE WITH ADJACENT TRANSPORTATION FACILITIES

Upon moving the pathway recommendations from plan to implementation, consideration should be taken to integrate the non-motorized infrastructure with existing and future bus stops, park and ride lots, and streets. The pathways should be safe and comfortable to function as a seamless portion of the transportation network.



IMPLEMENT PLACEMAKING ALONG THE CORRIDOR

Placemaking refers to a multi-faceted approach to the design and management of public spaces to build activity. Placemaking approaches should be implemented along Nine Mile to encourage use of the corridor. Examples include park spaces, public art, trailheads, seating areas, and other spaces that can be activated.



ESTABLISH A CORRIDOR BRAND AND IDENTITY

To ensure that the corridor pathway is more than just a sidewalk or bike lane, a brand and identity should be established that links the six communities together. The brand should consist of signage, wayfinding, and other infrastructure designs that can be implemented in coordination with the construction of the pathway segments. Based on the results of the public survey, the community prefers a modern and artistic style for the Nine Mile Corridor.



INCORPORATE GREEN STORMWATER INFRASTRUCTURE IN DESIGN

Flooding due to increased stormwater runoff is becoming a larger issue around Southeast Michigan. Any opportunity to include green stormwater infrastructure practices along Nine Mile will help address the flood that many are experiencing more frequently. These practices can also add to the beauty and aesthetics along the corridor for those walking and biking.



FORMALLY ADOPT THE PLAN RECOMMENDATIONS

The six Task Force communities should formally adopt the Plan's recommendations to ensure that future phases of the project are implemented in coordination with other capital projects. This adoption can come as a resolution of support from the communities as well as adding this plan as an amendment to other community planning documents, including the Master Plan, Parks and Recreation Plan, Non-Motorized Plans, and others.

Additionally, a more formal Memorandum of Understanding should be adopted by each Task Force city that formalizes support for the corridor plan and the future implementation steps. It is important for each of the cities to support the priority projects in the corridor as this will lead to an overall faster and more efficient implementation of the recommendations.

PURSUE STRATEGIC FUNDING OPPORTUNITIES

Partnerships with state and regional agencies, as well as with foundations and other potential funders, should be explored and cultivated. These relationships will help the project partners apply for and receive the funding necessary to begin implementing the recommendations. Ongoing conversations will be needed to ensure that enough funding is available to complete the corridor.

ESTABLISH A CORRIDOR MANAGEMENT ENTITY TO MAINTAIN TRAIL

As the Nine Mile Corridor is a multi-jurisdictional corridor, it may be necessary to establish an organization responsible for the management and maintenance of the pathway. This entity may also be best suited to take on implementation the corridor plan, work with each individual city, and coordinate efforts between all stakeholders. Following the implementation of the pathway segments, maintenance, repairs, and updates will be needed on an ongoing basis, which this organization could take on.

CONDUCT AN ANNUAL "CORRIDOR SYSTEM REVIEW"

A major task of the corridor management entity would be to conduct an annual system review to determine where maintenance is needed in the coming year. A checklist of items should be developed and evaluated by a team trained to identify areas of concern.

PATHWAY PRIORITIZATION

CITY	SEGMENT	FROM	TO	TREATMENT	SEMCOG EQUITY POPULATION	SEMCOG DEMAND AREA	COST ESTIMATE	COMMUNITY PRIORITY*	OVERALL PRIORITY**	PARTNERS
Farmington Hills	1a	I-275	Halsted Rd.	10' Shared Use Path	None	Partial Moderate	\$656,000	6	2	MDOT
	1b	Halsted Rd.	Drake Rd.	10' Shared Use Path	High	None	\$800,000	5	3	
	1c	Drake Rd	Gill Rd	10' Shared Use Path	High	None	\$400,000	2	2	
	2-l	Shiawassee (Cora to Nine Mile)		Signed Bike Route	None	Moderate	\$3,000	1	1	
	3a	Cora Ave	Tuck Rd	Sidewalk Improvements	None	Moderate	\$72,000	7	4	Farmington
	3a	Cora Ave	Tuck Rd	Signed Bike Route	None	Moderate	\$900	1	1	Farmington
	3b	Tuck Rd	Middlebelt Rd	10' Shared Use Path	None	Moderate	\$400,000	2	3	
	3c	Middlebelt Rd	Inkster Rd	10' Shared Use Path	High	Moderate	\$800,000	3	3	Southfield

1 = Highest Priority Projects, 5+ = Lowest Priority Projects

*Ranking of projects within each community

**Overall of projects throughout the entire corridor

CITY	SEGMENT	FROM	TO	TREATMENT	SEMCOG EQUITY POPULATION	SEMCOG DEMAND AREA	COST ESTIMATE	COMMUNITY PRIORITY*	OVERALL PRIORITY**	PARTNERS
City of Farmington	2a	Gill Rd	Farmington Rd	10' Shared Use Path	None	None	\$400,000	6	3	Farmington Hills
	2b	Farmington Rd	Orchard Lake Rd	10' Shared Use Path	None	Moderate	\$960,000	4	2	MDOT
	2-l	Farmington Rd (Nine Mile to LOC Credit Union)		10' Shared Use Path	None	Moderate	\$264,000	3	2	
	2-l	Farmington Rd (LOC CU to Orchard)		8' Shared Use Path	None	Moderate	\$90,000	4	2	
	2-l	Farmington Rd (Orchard St to Grand River)		Sidewalk Improvements	None	High	\$108,000	8	4	
	2-l	Grand River Ave (Farmington to Grove)		Sidewalk Improvements	High	High	\$108,000	8	4	
	2-l	Grand River Ave (Grove to Power)		On Street Bike Lane	High	Moderate	\$20,000	6	3	
	2-l	Slocum Dr (Farmington to Grand River)		Signed Bike Route	None	Moderate	\$1,800	1	1	
	2-l	Power Rd (Grand River to Shiawassee)		10' Shared Use Path	High	Moderate	\$240,000	6	3	
	2-l	Shiawassee (Power to Prospect)		On Street Bike Lane	Non	None	\$7,000	4	2	
	2-l	Shiawassee (Prospect to Orchard Lake)		10' Shared Use Path	None	None	\$400,000	7	3	
	2-l	Shiawassee (Orchard Lake to Cora)		Signed Bike Route	None	Moderate	\$30,000	5	2	
	2c	Grand River Ave	Cora Ave	Sidewalk Improvements	None	Moderate	\$20,000	9	5	
	2c	Grand River Ave	Cora Ave	Signed Bike Route	None	Moderate	\$10,000	2	1	

1 = Highest Priority Projects, 5+ = Lowest Priority Projects

*Ranking of projects within each community

**Overall of projects throughout the entire corridor

CITY	SEGMENT	FROM	TO	TREATMENT	SEMOG EQUITY POPULATION	SEMOG DEMAND AREA	COST ESTIMATE	COMMUNITY PRIORITY	OVERALL PRIORITY	PARTNERS
Southfield	4a	Inkster Rd	Beech Rd	10' Shared Use Path	High	None	\$640,000	5	4	Farmington Hills
	4b	Beech Rd	Telegraph Rd	10' Shared Use Path	High	Partial Moderate	\$225,000	3	2	MDOT
	4c	Telegraph Rd	Lahser Rd	10' Shared Use Path	High	Moderate	\$280,000	3	2	MDOT
	4d	Lahser Rd	Evergreen Rd	10' Shared Use Path	High	None	\$400,000	2	1	
	4e	Evergreen Rd	Soutfield Rd	10' Shared Use Path	High	Moderate	\$680,000	1	1	
	4f	Southfield Rd	Southfield Rd	10' Shared Use Path	High	None	\$185,000	6	5	MDOT
	4g	Southfield Rd	Greenfield Rd	10' Shared Use Path	High	Moderate	\$720,000	4	4	Oak Park
Oak Park	5a	Greenfield Rd	Parklawn St	10' Shared Use Path	High	Moderate	\$580,000	3	3	Southfield
	5b	Parklawn St	Mc Clain Dr	10' Shared Use Path	High	High	\$480,000	1	1	
	5c	Mc Clain Dr	Scotia Rd	10' Shared Use Path	Very High	High	\$210,000	2	2	
	5e	Rosewood St	Republic Ave	Sidewalk Improvements	Very High	Moderate	\$160,000	4	4	Ferndale

1 = Highest Priority Projects, 5+ = Lowest Priority Projects

*Ranking of projects within each community

**Overall of projects throughout the entire corridor

CITY	SEGMENT	FROM	TO	TREATMENT	SEMCOG EQUITY POPULATION	SEMCOG DEMAND AREA	COST ESTIMATE	COMMUNITY PRIORITY	OVERALL PRIORITY	PARTNERS
Ferndale	6a	Republic Ave	Pinecrest Dr	Sidewalk Improvements	None	High	\$92,000	6	4	Oak Park
	6b	Pinecrest Dr	Planavon St	10' Raised Cycletrack	None	High	\$360,000	8	5	
	6b	Withington Bike Lane (Pinecrest to Woodward)		Signed Bike Route	None	High	\$3,100	1	1	
	6c	Withington Alley Greenway (Planavon to Woodward)		Alley Greenway	None	High	\$400,000	3	2	
	6c	Planavon Connector (9 Mile to Withington)		On Street Bike Lane	None	High	\$1,200	3	2	
	6c	Alley	Woodward	10' Raised Cycletrack	None	High	\$64,000	2	2	MDOT
	6d	Woodward Ave E	Bermuda St	Parking Protected Bike Lane	None	None	\$2,800	7	4	MDOT
	6e	Bermuda St	Hilton Rd	8' Shared Use Path	None	High	\$300,000	4	3	
	6f	Hilton Rd	West End St	10' Shared Use Path	None	Moderate	\$496,000	7	4	Hazel Park
	6-l	Farrow	West End St	Alley Greenway	None	Moderate	\$760,000	5	3	Hazel Park

1 = Highest Priority Projects, 5+ = Lowest Priority Projects

*Ranking of projects within each community

**Overall of projects throughout the entire corridor

CITY	SEGMENT	FROM	TO	TREATMENT	SEMOG EQUITY POPULATION	SEMOG DEMAND AREA	COST ESTIMATE	COMMUNITY PRIORITY	OVERALL PRIORITY	PARTNERS
Hazel Park	7a	West End St	I-75	On Street Bike Lane	High	High	\$7,000	6	4	Ferndale
	7a	West End St	I-75	Sidewalk Improvements	High	High	\$60,000	1	1	Ferndale
	7a	West End St	Berdeno Ave	Alley Greenway	High	High	\$300,000	4	4	Ferndale
	7b	I-75	I-75	Highway Crossing	High	N/A	\$800,000	6	4	MDOT
	7c	I-75	Vassar Ave	8' Shared Use Path	High	High	\$260,000	2	2	
	7d	Vassar Ave	Dequindre Rd	8' Shared Use Path	High	Moderate	\$390,000	3	3	
	7d	Pilgrim	Nine Mile	Signed Bike Route	High	High	\$5,500	1	1	
	7d	Ford Ave	Dequindre Rd	Signed Bike Route	High	Moderate	\$10,000	1	1	

RESPONSIBILITIES AND PARTNERS

The Nine Mile Corridor Plan represents an ambitious regional plan that will require individual efforts from each of the partner communities, as well as partnerships between neighboring cities, SEMCOG, SMART, and MDOT, depending on the location of the project. These partnerships are essential to ensuring that each segment of the corridor is implemented in a way that is consistent through the six cities.

First, each city will be individually responsible for implementing the segments that are located within their specific city limits. Each segment has been prioritized at the city level, as well as for the entire corridor. This will be helpful in determining the order of implementation for each pathway segment within each community. Staff should focus on moving the top ranked projects forward to design and implementation as these present the most feasible and most likely projects to receive funding.

However, larger efforts to complete the corridor pathway could be undertaken as well. Given the regional nature of the corridor, there is an opportunity for a regional entity such as Oakland County Parks and Recreation, SEMCOG, or a new regional trail entity to act as a fiduciary to distribute funding and oversee the construction of the pathway. This group would be responsible for receiving grant funding and ensuring the recommendations of the plan are implemented in a way that maintains consistency throughout the 18-mile corridor.

Some pathway segments cross city boundaries, are located on MDOT right of way, or connect with other segments in a neighboring community. Transit service also operates on much of the corridor. When starting the implementation process for these segments, coordination with the adjacent city, MDOT, or SMART will be important to that the pathway segments are working to support each other and the other transportation components along Nine Mile.



PATHWAY COST ESTIMATES

As part of the Nine Mile Corridor Plan, high-level cost estimates were developed to help guide the six corridor communities in the implementation of the pathway segments. Cost estimates at the planning stage are intended to be order magnitude costs that give an idea of how much funding is necessary to make each segment a reality. The cost estimates will also be useful in community budgeting, identifying potential funding streams available at the regional level, and in applying for grant funding.

The cost estimates for each project type were developed using recent linear foot costs derived from both national research and recent projects completed around Michigan. These estimates are not final and are likely to change based on the information gathered during the final design and engineering stages. Additionally, the cost estimates are based on recently available data and could change based on inflation, construction costs, or other economic conditions. Note that these costs do not include any right-of-way acquisition costs, staff management time, or costs associated with trailheads and placemaking elements along the corridor. Cost estimates for each typology are as follows:

- **Alley Greenway** - \$2,000,000 per mile
- **10' Shared Use Path** - \$800,000 per mile
- **10' Raised Bike Lane** - \$800,000 per mile
- **8' Shared Use Path** - \$600,000 per mile
- **Sidewalk Improvements** - \$300,000 per mile
- **On-Street Bike Lane** - \$35,000 per mile
- **Signed Bike Lane** - \$5,000 per mile
- **Pedestrian Bridge** - \$2,000 per linear foot

There is an correlation between the amount of protection provided by each pathway type and the cost associated with construction. Generally, as protection and comfort increase for pedestrians and cyclists, costs increase. It is important to note that the Nine Mile Corridor Plan is aiming to maximize safety, comfort, and functionality for the maximum number of users to ensure that the corridor is highly utilized. This will require a greater investment overall to achieve the desired goals of the communities.

Based on the construction cost estimates, it would cost about \$15M to construct the entire pathway system from I-275 to Dequindre Road. Additional investigation would be needed to identify more detailed costs based on the specific conditions along Nine Mile Road.

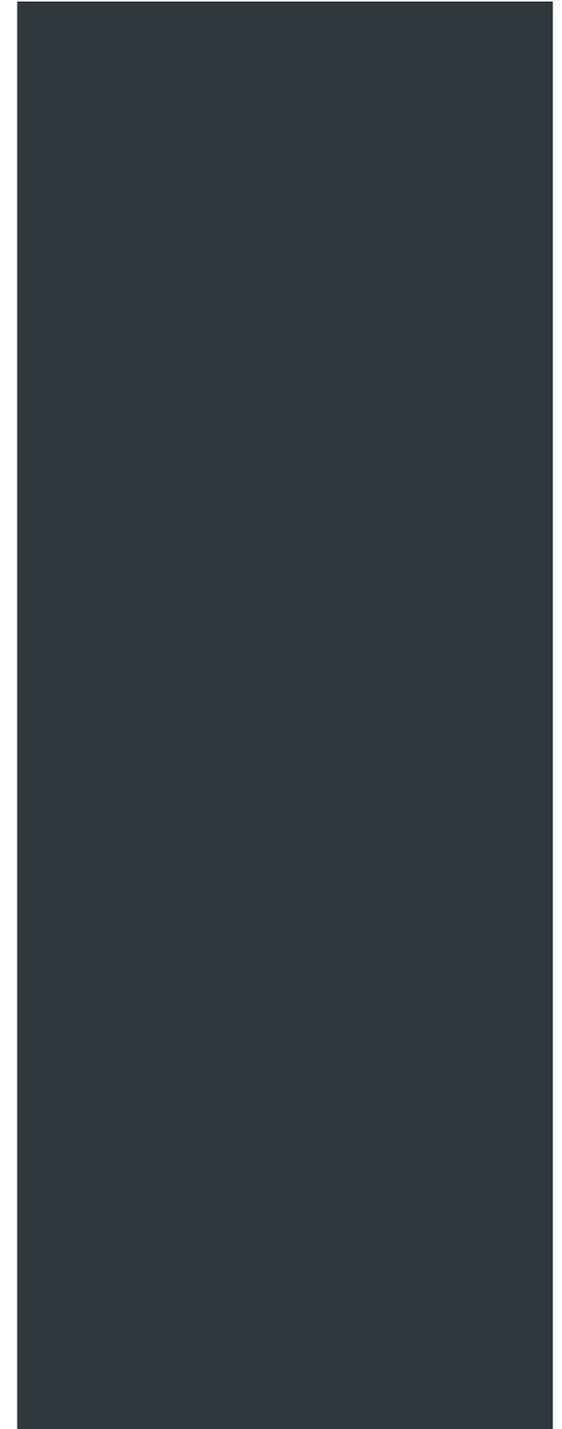
CITY	ESTIMATED TOTAL PATHWAY TREATMENT COST
Farmington Hills	\$3,200,000
Farmington	\$2,700,000
Southfield	\$3,200,000
Oak Park	\$1,300,000
Ferndale	\$2,700,000
Hazel Park	\$1,900,000
Total	\$15,000,000

FUNDING OPPORTUNITIES

The six city Task Force should take advantage of the available grant funding opportunities for the design and construction of trails but will most likely be required to provide a local funding match. Staff at each community should discuss with municipal administrators about what might be available locally and compare this amount to the cost estimates provided in this plan to determine your funding needs. The available local match can also be used to finalize the preferred trail segment length. If fewer funds are available, then a small, less costly segment may need to be implemented instead.

Based on which funding sources the community might seek, a preliminary project timeline should be developed at this point. This will include any steps required by granting agencies, the local government, and/or the State of Michigan, such as application deadlines, public notice, design approvals, environmental assessments, permitting, and bidding requirements.

Grantors also have different evaluation timelines; for example, communities seeking grants through the Michigan Department of Natural Resources (DNR) should expect to wait 8 months from the application deadline to learn whether funding has been approved, and then another 6 months before the project can begin incurring expenses for design or construction.



FUNDING SOURCES

There are several options to help fund the development of trails. Depending on the funding source, the primary applicant may need to be either a government agency or a nonprofit organization. Options for both categories are described below. When local government agencies and nonprofit organizations collaborate, they might be able to leverage one another's funding efforts, leading to greater opportunities for trail building.

REGIONAL SOURCES

SEMCOG Planning Assistance Program

Grant Amount: \$50,000

Match Amount: Minimum 18.2% of the project cost

Funds: Plans for Transportation Equity, Complete Streets & Corridor Safety, Trails & Greenway, EV Infrastructure, Broadband Access, and Stormwater Management.

Considerations: Geared towards promoting regional plans and priorities. Multi-jurisdictional projects and additional match are key components.

SEMCOG Carbon Reduction Program

Grant Amount: \$1.5M

Match Amount: Minimum 20% of the project cost

Funds: Construction, planning, and design of nonmotorized trail facilities

Considerations: Goal is to reduce transportation and greenhouse gas emissions.



GOVERNMENT AGENCIES

Land and Water Conservation Fund (LWCF)

Grant Amount: \$30,000-\$500,000

Match Amount: Minimum 50% of the project cost

Funds: Property acquisition or design and construction

Considerations: Applications due annually on April 1. Must have a 5-Year Parks and Recreation Plan approved by the DNR by February 1 of the year applying. Funds must be spent in 2 years, and properties on which the trail is constructed are encumbered for public recreation in perpetuity.

Michigan Natural Resources Trust Fund (MNRTF)

Grant Amount: \$15,000-\$300,000

Match Amount: Minimum 25% of the project cost

Funds: Property acquisition or design and construction

Considerations: Applications due annually on April 1. Must have a 5-Year Parks and Recreation Plan approved by the DNR by February 1 of the year applying. Properties acquired or developed with MNRTF grants are encumbered for public recreation in perpetuity. There are no minimum or maximum funding restrictions on property acquisition grants.



Michigan Spark Grants

Grant Amount: \$100,000-\$1M

Funds: Design and construction

Match Amount: Not required

Considerations: This is a temporary funding source. As of May 2023, the 2nd round of applications has been opened, and there will only be 3 rounds. Up to \$25M will be awarded in each round, and all funds must be committed by 2024. Projects must be completed by October 2026.

Safe Routes to School (SRTS) Major Grants

Grant Amount: Variable

Match Amount: Minimum 20% of the project cost

Funds: Design and construction

Considerations: Applicants must be schools.

Transportation Alternatives Program (TAP)

Grant Amount: \$200,000 or more

Match Amount: Minimum 20% of the project cost

Funds: Design and construction

Considerations: Applications are accepted at various times throughout the year.

Neighborhood Access and Equity Program (FHWA)

Notice of Funding Opportunity Coming Soon (late 2023)



NONPROFIT ORGANIZATIONS

People for Bikes (PFB) Community Grants

Grant Amount: Up to \$10,000

Match Amount: Not specified

Funds: Design and construction

Considerations: Applications open annually in fall.

Michigan Trails Fund

Grant Amount: Varies

Match Amount: Not specified

Funds: Planning, design, engineering, acquisition, and construction of non-motorized, regional trail projects

Considerations: Funding comes from private resources and distributed to local agencies to implement trail connections



peopleforbikes



FOUNDATION GRANTS

Ralph C Wilson Jr. Foundation

Grant Amount: Varies

Match Amount: Not specified

Funds: Design and construction of trail to make connections eliminate gaps in the regional trail network.

Considerations: \$50M in funding has been committed for projects that are regionally significant, connect communities, have significant community support, can effectively operate and maintain following completion, and garner additional leverage investment that is at 2/3 of the total project cost.

Ralph C Wilson Jr. Legacy Fund – Design and Access Funds

Grant Amount: Up to \$50,000

Match Amount: Not specified

Funds: Projects in Southeast Michigan that serve to increase the walkability and bikeability of local communities and increase outdoor recreation activities

Considerations: Distributed by the Community Foundation for Southeast Michigan

PRIVATE SOURCES

A number of trails in Michigan have been funded through the philanthropic work of individuals who are interested in the development of regional non-motorized infrastructure. The Mike Levine Lakelands Trail that terminates in Ingham County was made possible by funding from Mike Levine. Other community members within Oakland County may be interested in helping to fund segments of the regional trail network.



**Community
Foundation**

FOR SOUTHEAST MICHIGAN

CONCLUSION

The Nine Mile Corridor Plan represents an ambitious, yet achievable, plan for the future of this corridor. Nine Mile Road already acts as a vital vehicle connector between the six South Oakland County communities that were instrumental in the development of the plan. With this plan in place, the opportunity to connect more residents by healthier and more sustainable modes is a likely possibility.

Implementation of the recommendations of this plan will require communication and planning between the corridor communities to ensure that the pathway is safe, comfortable, and contiguous for the entire 18 miles. The communities will also need to participate in developing a corridor identity that both represents South Oakland County and identifies the corridor as a non-motorized pathway in the same league as the Detroit Riverfront, Joe Louis Greenway, Iron Belle Trail, Border to Border Trail, and other well known non-motorized systems in Michigan.

The recommendations shown in this plan are not a final design, but intended to serve as the starting point for future design, engineering, and construction work that will make this vision and reality. The successful implementation of this project may be the start of more regional cooperation within Southeast Michigan leading to a higher quality of life for all residents.



**CITY MANAGER'S REPORT TO
MAYOR AND COUNCIL**

DATE: 09/23/24

To: City Council

From: Gary Mekjian, City Manager

RE: Cannabis Update for City Council Study Session

City Attorney Joppich will be providing City Council with a brief follow up to the referenced, including some additional information regarding court rulings, and their potential impacts for Michigan communities.

AGENDA
CITY COUNCIL MEETING
SEPTEMBER 23, 2024 – 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>

REQUESTS TO SPEAK: Anyone requesting to speak before Council must complete and turn in to the City Clerk a blue Public Participation Registration Form.

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

STUDY SESSION (6:00P.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

ANNOUNCEMENTS/PRESENTATIONS FROM CITY BOARDS, COMMISSIONS AND PUBLIC OFFICIALS

2. Presentation on the Farmington Public Schools operating millage renewal proposal
3. Presentation on the Farmington Community Library 2024 millage

CORRESPONDENCE

CONSENT AGENDA - (See Items No. 6-15)

All items listed under Consent Agenda are considered routine, administrative, or non-controversial 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

COUNCIL MEMBERS' COMMENTS AND ANNOUNCEMENTS

CITY MANAGER UPDATE

NEW BUSINESS:

4. Consideration of [appeal](#) of a Freedom of Information Act (FOIA) Request dated August 21, 2024.

5. Consideration of approval of the INTRODUCTION of an Ordinance to amend the Farmington Hills Code of Ordinances to amend Chapter 19, "Parks and Recreation," Article III "Rules and Regulations," Section 19-51, "Animals Prohibited," for purposes of allowing dogs in Pioneer Park and the City's Dog Park, and adding an exception for service animals. [CMR 9-24-90](#)

CONSENT AGENDA:

6. Recommended approval of amendments to the Use of City Facilities Policy to allow dogs in Pioneer Park and other updates regarding animals in City facilities. [CMR 9-24-91](#)
7. Recommended approval of the Oakland County Nine Mile Pathway Task Force Memorandum of Understanding. [CMR 9-24-92](#)
8. Recommended adoption of a Resolution to authorize the State Trunkline Maintenance Contract with the Michigan Department of Transportation (MDOT). [CMR 9-24-93](#)
9. Recommended approval of extension of agreement for resurfacing of the Farmington Hills Golf Club Cart Path Repairs with BSI Paving in the estimated amount, not to exceed, \$200,000. [CMR 9-24-94](#)
10. Recommended approval of as needed contractor for Maintenance, Repair and Emergency Pool Services to Baruzzini Aquatics, a division of Baruzzini Contracting LLC, in the estimated annual amount of \$20,000. [CMR 9-24-95](#)
11. Recommended approval of award of bid for Tactical Vests and Plates for Public Safety to Princip Defense LLC. in the estimated amount of \$71,000.00 with approved extensions. [CMR 9-24-96](#)
12. Recommended approval of extension of agreement for the purchase of Ballistic Helmets for the Fire Department to Allie Brothers in the estimated budgeted amount \$20,000. [CMR 9-24-97](#)
13. Recommended approval of extension of purchase for e-PlanREVIEW software for building construction plan review to e-PlanSoft in the amount of \$25,250. [CMR 9-24-98](#)
14. Recommended approval of City Council [study session meeting minutes](#) of September 9, 2024.
15. Recommended approval of City Council [regular session meeting minutes](#) of September 9, 2024.

ADDITIONS TO AGENDA

PUBLIC COMMENTS

Limited to three (3) minutes for any item of City business not on the agenda.

ADJOURNMENT

Respectfully submitted,

Carly Lindahl, 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.

Nancy Moore

From: FOIA Request PD
Sent: Thursday, August 22, 2024 8:20 AM
To: FOIA Request Clerk
Subject: FW: Report information missing

Please see the appeal below.

From: [REDACTED]
Sent: Wednesday, August 21, 2024 11:20 PM
To: FOIA Request PD <FOIA-PD@fhgov.com>
Subject: RE: Report information missing

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

August 21, 2024

Farmington Hills Police Department
FOIA
31655 West Eleven Mile Rd.
Farmington Hills, MI 48336

Re: Freedom of Information Act Appeal

To whom it may concern:

This is an appeal under the Freedom of Information Act.

On May 21, 2024, I requested documents under the Freedom of Information Act. My request was assigned the following identification number: 575-F-24. On 8/16/24, I received a response to my request in a letter signed by Michelle McMahon. My initial request was for all information regarding the incident, with special attention given to the statement made by Mr. Coleman to the Farmington Hills Police Department.

I was told that all information pertaining to the incident was included prior to providing the obtained materials to the requester. I am appealing the decision for the denial of the information requested.

This letter of appeal shall act as my formal appeal, as I was informed there was an additional form attached to the FOIA documents for appeal; however, I could not locate it. Thank you.

Sincerely,

Jessica Coleman

FOIA COORDINATORS
CITY CLERK:
FOIA-CLERK@FHGOV.COM
248-871-2410; 248-871-2411 Fax

POLICE RECORDS:
FOIA-PD@FHGOV.COM
248.871-2720; 248.871-2721 Fax

FIRE RECORDS:
FOIA-FD@FHGOV.COM
248.871-2820; 248.871-2801 Fax

CITY OF FARMINGTON HILLS
FREEDOM OF INFORMATION ACT
REQUEST FOR PUBLIC RECORDS

APPLICANT NAME: Jessica Coleman COMPANY: _____

ADDRESS: [REDACTED] CITY: [REDACTED] STATE: [REDACTED] ZIP: [REDACTED]

PHONE: [REDACTED] FAX: _____ EMAIL: [REDACTED]

REQUESTED INFORMATION: (Please be as specific as possible and include names, property address and/or property ID number, dates, etc. where applicable)

May 16, 2024 there was a car accident on Haggerty Rd in Novi MI. A statement was provided to Farmington Police officers who were first P.O.s on the scene. My husband provided them with a statement. I would like to obtain all info pertaining to this incident. Thank you.
No Farmington Hills statement in Novi report. Tyrece Coleman

I REQUEST THE RECORDS AS FOLLOWS:

PAPER COPY ELECTRONIC COPY TO INSPECT THE RECORDS

J.C.

FEES

PAPER COPIES:

8 1/2 " x 11" - Black and White	\$0.05 per page
8 1/2 " x 11" - Color Copies	\$0.10 per page
8 1/2 " x 14" - Black and White	\$0.05 per page
8 1/2 " x 14" - Color Copies	\$0.10 per page
Plan sheets exceeding 8 1/2" x 14"	\$0.25 per page

RECEIVED
MAY 21 2024

By MA

If it is determined that the volume of a set of plans is too large for the City to copy, these will be sent out and the requestor will be charged for the actual costs to prepare the document.

COPIES WILL BE DOUBLE-SIDED IF AVAILABLE AND COSTS LESS

NON-PAPER PHYSICAL MEDIA:

Computer Disc w/sleeve	\$0.54 each
DVD w/sleeve	\$0.56 each

City of Farmington Hills
Freedom of Information Act Request

ELECTRONIC COPIES:

There will be no charge for copies of documents that are already available electronically or can be scanned in without first printing off a copy from another source or software system.

MAILING COSTS:

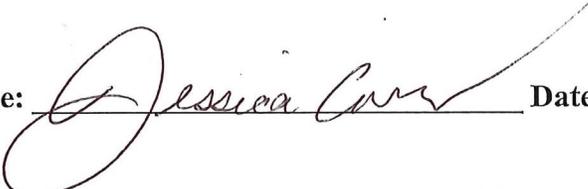
Actual cost of mailing records in a reasonable and economical manner. The City may charge for the least expensive form of postal delivery confirmation.

The City will charge for costs associated with expedited shipping or insurance if specifically stipulated by the requestor.

WAIVERS AND REDUCTIONS:

\$20.00 for indigence or nonprofit organization as further described in the Farmington Hills Procedures and Guidelines document.

If the estimated cost for such records exceeds \$50.00, the City will require a good-faith deposit equal to one-half the total estimated cost. All fees must be paid in full before the material is released.

Applicant's Signature:  Date: 5-21-24

The City's Freedom of Information Act (FOIA) Procedures and Guidelines and Public Summary can be found on the city website at www.fhgov.com

***** **FOR OFFICE USE ONLY** *****

Date Filed: _____ 5-Day Deadline: _____ Extension Deadline (if applicable) _____

Deposit Received: _____ Date Paid in Full _____ Date Request Fulfilled: _____

Response sent via Mail/E-mail/Picked up in person: _____



FARMINGTON HILLS POLICE

DEPARTMENT OF POLICE
JEFF KING, CHIEF

FREEDOM OF INFORMATION ACT RESPONSE

August 6, 2024

Reference Number: **575-F-24**

Jessica Coleman



Ms. Coleman:

This letter is in response to your Freedom of Information Act (FOIA) request dated May 21, 2024. Specifically, you requested the following from the Police Department:

"May 16, 2024 there was a car accident on Haggerty Rd in Novi MI. A statement was provided to Farmington Police officers who were first P.O.s on scene. My husband provided them with a statement. I would like to obtain all info pertaining to this incident."

Your request is ***granted in part.***

The Police Department redacted portions of the records pursuant to:

MCL 15.243, Sec. 13.:

- (1) A public body may exempt from disclosure as a public record under this act any of the following:
 - (a) Information of a personal nature if public disclosure of the information would constitute a clearly unwarranted invasion of an individual's privacy.
 - (b) Investigating records compiled for law enforcement purposes, but only to the extent that disclosure as a public record would do any of the following:
 - (iii) Constitute an unwarranted invasion of personal privacy.
 - (d) Records or information specifically described and exempted from disclosure by statute.

MCL 28.214, Sec. 4.:

- (3) A person shall not access, use, or disclose nonpublic information governed under this act for personal use or gain.
- (5) A person shall not disclose information governed under this act in a manner that is not authorized by law or rule.

Please note that the materials will be forwarded to you electronically upon receipt of payment.

You may obtain copies of those records by paying a fee of **\$70.11**.
Please see the enclosed invoice for fee details. **MCL 15.243 (1) & (3)**

Department accepts cash, check, and credit cards (additional convenience fee applies for credit card payment). If paying by check, please make checks payable to 'City of Farmington Hills'.

Please refer to the reference number at the top of the page when inquiring about this request.

If you have any further questions, you may telephone the Records Section at 248-871-2720 during our regular business hours of 8:30 a.m. to 4:30 p.m., Monday through Friday.

The City's protocol for responding to FOIA requests is set forth in the Public Summary and the City's Procedure and Guidelines available on its website at: <http://www.fhgov.com>. Additionally, paper copies of the aforementioned documents are available at the City's offices.

In the event you are not satisfied with this response, you have the right to submit a written appeal under MCL 15.240 to the City Council, via the Clerk's office, that specifically states the word "appeal" and identifies the reason or reasons for reversal of this denial.

In addition, you may also seek judicial review of this denial pursuant to MCL 15.240, including the right to receive attorney's fees and damages as provided in MCL 15.240 if, after judicial review, the circuit court determines that the public body has not complied with this section and orders disclosure of all or a portion of a public record.

Approved by:



F.O.I.A. Coordinator



**CITY MANAGER'S REPORT TO
MAYOR AND COUNCIL**

DATE: 9/23/24

DEPT: SPECIAL SERVICES

**RE: CITY OF FARMINGTON HILLS CODE OF ORDINANCES
ORDINANCE AMENDMENT - SECTION 19**

ADMINISTRATIVE SUMMARY

- City Council first discussed this item with City Staff at the April 22, 2024, Study Session. Topics included current status, why dogs are restricted in specific parks and other communities' policies.
- The City Attorney worked with staff to develop the draft changes required to the *City of Farmington Hills Code of Ordinances* and presented those at the September 9, 2024, City Council Study Session.
- The amendments are located in **Sec.19-51. Animals prohibited.** In summary they:
 - ◆ Define a "service animal" in accordance with Title II and Title III of the Americans with Disabilities Act.
 - ◆ Define use of the William Grace Dog Park, subject to compliance of the established rules and regulations.
 - ◆ Allows dogs in Pioneer Park, with restrictions.
- The proposed ordinance as provided at the September 9, 2024, City Council Study Session is attached.

RECOMMENDATION

- In view of the above, it is recommended that City Council approve and adopt the proposed amendments to Chapter 19, Section 19-51, of the City Code, as presented.

###

Prepared by: Ellen Schnackel, Director of Special Services
Department Approval: Ellen Schnackel, Director of Special Services
Executive Approval: Gary Mekjian, City Manager

ORDINANCE NO. C-_____ -2024

CITY OF FARMINGTON HILLS
OAKLAND COUNTY, MICHIGAN

AN ORDINANCE TO AMEND THE FARMINGTON HILLS CODE OF ORDINANCES TO AMEND CHAPTER 19, "PARKS AND RECREATION," ARTICLE III "RULES AND REGULATIONS," SECTION 19-51, "ANIMALS PROHIBITED," FOR PURPOSES OF ALLOWING DOGS IN PIONEER PARK AND THE CITY'S DOG PARK, AND ADDING AN EXCEPTION FOR SERVICE ANIMALS.

THE CITY OF FARMINGTON HILLS ORDAINS:

Section 1 of Ordinance. Ordinance Amendment.

The Farmington Hills City Code, Chapter 19, "Parks and Recreation," Article III, "Rules and Regulations," Section 19-51 is hereby amended to read as follows:

Sec. 19-51. Animals prohibited.

No person shall take any animal into any city park, except as follows:

(1) For city authorized activities;

(2) A service animal, as defined by Title II and Title III of the Americans with Disabilities Act, subject to the requirements of subsection (3)a. – d. of this section unless excepted from such compliance by law;

(3) A person may bring a dog into the William Grace City Dog Park, subject to compliance with all established rules and regulations applicable to the William Grace City Dog Park; or

(3) A person may bring a dog into the Founders Sports Park or Pioneer Park, provided:

a. The dog is licensed and vaccinated;

b. The dog is attached to a leash that is no more than fifteen (15) feet in length and of such material that the leash is capable of restraining, and does restrain the type and size of dog to which it is attached;

c. That such leash is continuously held by a person who is reasonably able to and does restrain and prohibit the dog from being out of that person's physical control; and

d. That the person in control of the dog complies with section 6-37 of this Code.

Section 2 of Ordinance. Repealer.

All ordinances, parts of ordinances, or sections of the City Code in conflict with this ordinance are repealed only to the extent necessary to give this ordinance full force and effect, and the Farmington Hills Ordinance Code shall remain in full force and effect, amended only as specified above.

Section 3 of Ordinance. Savings.

The amendments of the Farmington Hills Code of Ordinances set forth in this ordinance do not affect or impair any act done, offense committed, or right accruing, accrued, or acquired or liability, penalty, forfeiture or punishment, pending or incurred prior to the amendments of the Farmington Hills Code of Ordinances set forth in this ordinance.

Section 4 of Ordinance. Severability.

If any section, clause or provision of this ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any court of competent jurisdiction, the validity of the ordinance as a whole, or in part, shall not be affected other than the part invalidated, and such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this ordinance shall stand and be in full force and effect.

Section 5 of Ordinance. Effective Date.

The provisions of this ordinance are ordered to take effect twenty-one (21) days after enactment.

Section 6 of Ordinance. Date and Publication.

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

Ayes:

Nays:

Abstentions:

Absent:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

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

Carly Lindahl, City Clerk
City of Farmington Hills



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 9/23/24

DEPT: Special Services

RE: Use of City Facilities Policy Amendment - Animals

ADMINISTRATIVE SUMMARY

- City Council originally approved the Use of City Facilities Policy on December 10, 2018, and amended it on January 25, 2021, to add provisions addressing the new Hawk Community Center and to also address animals in parks and other facilities, including Founders Sports Park.
- City Council has recently discussed in study sessions the topic of allowing dogs in other parks and is proceeding with considering the adoption of amendments to Section 19-51 of the City Code's park rules and regulations relating to animals in parks.
- Those proposed amendments would add Pioneer Park as a facility in which dogs will be allowed and would also update language regarding service animals and dogs in the City's dog park.
- In consultation with the City Attorney, it has been recognized that there are provisions in the Use of City Facilities Policy that also address animals in parks and other City facilities, which should be amended to maintain consistency with the proposed City Code amendments, if enacted.
- Accordingly, the attached Amendments to Section IV.M of the Use of City Facilities Policy (page 6-7) are being proposed concurrently with the proposed City Code amendments for Council's consideration.

RECOMMENDATION

- IT IS RESOLVED that the City Council of Farmington Hills approves the amendments to Section IV.M. of the Use of City Facilities Policy to allow dogs in Pioneer Park and other updates regarding animals in City facilities, subject to and only effective upon



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

the approval and effective date of the concurrently proposed amendments to Section 19-51 of the City Code addressing the same subject matter.

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Prepared by:	Ellen Schnackel, Director of Special Services
Department Approval:	Ellen Schnackel, Director of Special Services
Executive Approval:	Gary Mekjian, City Manager

City of Farmington Hills

Use of City Facilities Policy

Amended through September 23, 2024

City of Farmington Hills
Use of City Facilities Policy

(Amended through September 23, 2024)

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I. Purpose and Objective.

The City of Farmington Hills' facilities include community rooms, parks, parking lots, recreation areas, banquet facilities and other government buildings and facilities. The intent of this Policy is to establish uniform procedures for the use of City facilities, to provide sufficient forums for gathering and expression of speech, to identify the purposes of City facilities, to ensure the efficient uninterrupted administration of the City government and City facilities and their premises, and to ensure the enjoyment of City facilities by all users. To the extent that this Policy regulates First Amendment activity, it is not the intent of this Policy to allow uniformity of expressive conduct at all locations, or within all areas of a specific location. Any attempt to limit the use of a forum is not intended to silence speech or engage in prohibiting expressive conduct based upon its content.

II. Definitions. As used in this Policy, the following terms are intended to have the following specified meanings:

- A. Facility Manager. The Facility Manager shall be the department responsible for processing applications and enforcing this Policy in relation to any City facility, as identified in Section VII of this Policy. The term shall include any specific individual(s), including but not limited to an on-site facility manager, designated by the department as the City's or facility's contact person for matters relating to the facility rental including but not limited to cancellations and special requests identified in this Policy as requiring the Facility Manager's permission.
- B. Limited Public Forum. Any City facility, City-owned property, or portion thereof that is not within the definition of a Traditional Public Forum, but which has been expressly designated in this Policy as a Limited Public Forum for specific purposes identified in this Policy. It is the intent of this Policy that, where a portion of a facility or property is designated as a Limited Public Forum, that designation shall be narrowly-construed as applying only to the identified portion of the facility or property, and is not intended to transform the property as a whole or any other portion of the facility or its premises (e.g. common hallways, lobbies, and sidewalks and parking lots that are not part of the City's general transportation network) into either a limited or Traditional Public Forum.
- C. Non-Public Forum. Any City facility, City-owned property, or portion thereof that is not within the definition of a Traditional Public Forum, and which has not expressly been designated in this Policy as a Limited Public Forum. It is the intent of this Policy that Non-Public Forums are not to be the site of any activity or use by non-City individuals or entities for purposes unrelated to the purpose for which the facility or property exists. To the extent that this Policy and/or City Ordinances regulate First Amendment Activity in Non-Public Forums, such regulations are intended as reasonable regulations to promote the efficient and undisturbed use of the forum for its intended purpose.

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- D. User Representative. The person who is identified in a facility's usage application, arranges the reservation of a facility, and/or who is otherwise the primary contact for a User.
- E. User. Any individual, group, organization or other entity that has arranged for the use of a City facility, whether through reservation, usage agreement, or other means, and regardless of whether the facility is a fee-based or non-fee-based facility.
- F. Traditional Public Forum. City parks (to the extent that they are open-air and not designated for specific uses such as sports fields and reservation-based picnic shelters), and public streets and public sidewalks that are part of the City's general transportation network are recognized as Traditional Public Forums. These properties are open to a broad range of expressive purposes consistent with applicable state and federal law. To the extent that this Policy and/or City Ordinances regulate activities within Traditional Public Forums, such regulations are intended only to reasonably regulate the time, place, and manner of activities within the forums as permitted under relevant law.

III. General Application Procedures and Disclosures and Reservation of Rights for all City Facilities. Unless otherwise stated in this Policy, these General Procedures shall apply to all City of Farmington Hills facilities. Where a procedure for a specific facility elsewhere in this Policy conflicts with or expands upon a General Procedure, the facility-specific procedure shall control.

- A. Application Required. No User may use a City facility without requesting and scheduling said facility through the appropriate Facility Manager for the facility as designated in Part VII, at least 24 hours in advance of the date of use, with a signed and completed application form delivered in person, by e-mail, online, or by fax.
- B. Discretion to Deny Application. The City, at its sole discretion, reserves the right to limit and/or deny requests for meetings, parties, or other events. In reviewing a request, the City shall consider factors including, but not limited to: (a) the applicant's history of compliance with facility use policies; (b) the conformity of the application to this Policy and all other applicable policies, ordinances, laws, and regulations; (c) whether using the facility as proposed would threaten public health, safety, or welfare, based on factors including but not limited to the ability to manage crowds at the facility, expected public interest, need to maintain order due to expected protests at the event; (d) the consistency of the proposed use with the purposes for which the room is designed and intended, such as but not limited to the size, dimensions and existing furniture, fixtures and equipment in the room; (e) the availability of the room or facility; (e) whether the proposed use would conflict with the administration or needs of, or uses by, the City government; and (g) any other factor deemed relevant by the Facility Manager of the facility involved.
- C. Events of Minors. The City reserves the right to limit and/or deny requests for meetings, parties, or other events of minors. If an application is approved for such

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an event, the application must be signed by a responsible party who is over 21 years of age, and one chaperone over 21 years of age must be provided for every 8 minors.

- D. Insurance. The City of Farmington Hills does not provide individual accident and health insurance for use of its facilities. Groups or individuals using facilities may be required to procure and maintain a General Liability insurance Policy, at its sole cost and expense, for any death or injuries to persons or loss or damage to property that may arise from or in connection with its use of the facility and the activities associated with it, to supply a certificate of such insurance to the City, and to name on such policy the City of Farmington Hills as an additional insured. Minimum acceptable limits of such insurance will be \$1 million each occurrence and \$1 million aggregate. The City of Farmington Hills must receive Policy verification including dates of coverage and financial limits for the event at least 30 days prior to the first rental date.
- E. First Aid. No on-site medical treatment is available at City facilities. First aid is the direct responsibility of any User of City facilities.
- F. Gratuities. City facility personnel are not allowed to accept gratuities.
- G. Assignment/Transfer. No usage, usage agreement, permit, or facility reservation shall be assigned or transferred without the City's consent.
- H. Right of Inspection and Control. The City reserves the right to inspect and control all events, private parties, meetings and receptions held on its premise. The User shall be responsible for paying the City the costs of replacement for any and all destroyed, damaged or missing facility property caused by User's guests, independent contractors, User, User's agent or any person on User's behalf. The User is responsible to reimburse the City for all fees and costs incurred by the City should additional City staff be required to control the User's event.
- I. Damage to Facility. Any damages to the building and/or grounds will be charged to the User or User Representative that signed the agreement. The User or User Representative is responsible for checking the room for damages and cleanup in a manner that is acceptable to the City.
- J. Personal Property. The City shall not be responsible and assumes no liability for lost or stolen equipment, personal property, merchandise, money, personal effects, and goods at a City facility. The safekeeping and protection from theft or damage of all equipment, personal property, merchandise, money, personal effects, and goods brought onto the premises of a City facility shall be solely the responsibility of the User of the facility and the owner of the personal money, effects and goods. The City will assume no liability for any equipment, personal property, merchandise, money, personal effects, and goods left in a City facility or for any damages to such items if they are moved, cleaned or stored by our employees in the performance of their duties.

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- K. Hold Harmless and Indemnification Agreement. The User Representative and the User they represent shall pay on behalf of, indemnify, and hold harmless the City of Farmington Hills, its elected and appointed officials employees, and volunteers and others working on behalf of the City of Farmington Hills, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Farmington Hills, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Farmington Hills, by reason of personal injury, including bodily injury or death and/or property damages, including loss of use thereof, which arises out of or is in any way connected or associated with the use of a City of Farmington Hills facility. Where a facility requires a written agreement, a hold harmless and indemnification provision that consists of language substantially similar to that of this paragraph shall be included in the signed agreement.
- L. Cancellation. The City of Farmington Hills reserves the right to accept, reject, or cancel any event, use, usage agreement, or reservation for any reason and in its sole discretion. If a facility is mistakenly scheduled for more than one event, use, or reservation of a City facility at the same time, the Facility Manager or their designated representative shall contact each party involved to identify the mistake and ascertain whether any party will voluntarily agree to reschedule, and if not then the Facility Manager shall, in their discretion, decide which party's event, use, usage agreement, or reservation is cancelled. If an event, use, usage agreement, or reservation must be cancelled due to a scheduling mistake as described above or circumstances beyond the control of the City of Farmington Hills, including but not limited to weather, loss of utilities, civil unrest, or other uncontrollable happenstance, the event will be rescheduled at the earliest convenience of all parties. If a usage fee has been paid in connection with an event use, or reservation must be cancelled due to a scheduling mistake by the City as described above or cancellation by the City for any reason (other than circumstances beyond the City's control) and the event, use, or reservation cannot be rescheduled for any reason, the City shall refund such usage fees to the User, which shall be the full extent of any obligation or liability of the City in connection with such cancellation. The City shall not be obligated, liable or responsible for payment of any amounts or damages for losses due, directly or indirectly, to a cancellation incurred by a User (other than a refund, if applicable), User Representative, any person, guest, vendor or contractor associated with the event, use, reservation, rental, or usage agreement, or any other third party. If a User or User's Representative cancels an event or use, the City will not refund any fees, except as may be otherwise specifically allowed in this Policy. Where a facility requires a written usage agreement, a cancellation provision that consists of language substantially similar to that of this paragraph shall be included in the signed agreement.
- M. Policy Enforcement / Penalties. Failure to comply with this Policy may result in all or any of the following: forfeiture of some or all of the security deposit;

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cancellation of the event, meeting or other use; immediate termination of the event, meeting or other use without notice or warning; immediate removal of individuals from the premises by City staff or the Farmington Hills Police Department without notice or warning; payment of the City the costs of replacement for any and all destroyed, damaged or missing City property caused by User's guests, independent contractors, User, User's Representative or any person on User's behalf; rejection of any or all future requests to use the City's facilities; criminal prosecution for any violations of law or ordinance; and any other civil remedies to which the City may be entitled by law or in equity.

- N. City Sponsored Events. The City and City sponsored uses and events are specifically excluded from compliance with this Policy.
 - O. Fees. The Facility Manager, in coordination with the City Manager or City Manager's designee, is authorized to establish usage fees and other fees relating to the use of City facilities for which this Policy contemplates a fee.
 - P. Exceptions to Policy. The City Council may allow exceptions to this Policy to accommodate and enable events of regional, state-wide or national significance to be held at City facilities, such as but not limited to, visits by the President of the United States or Michigan Governor, or candidates for such positions.
- IV. General Regulations for All City Facilities. Unless otherwise stated in this Policy, these General Regulations shall apply to all City Facilities. Where a regulation for a specific facility elsewhere in this Policy conflicts with or expands upon a General Regulation, the facility-specific procedure shall control.
- A. Compliance with Laws and Policies. All persons using the City of Farmington Hills' facilities shall observe and comply with the regulations of this Policy, all applicable ordinances, rules, and regulations of the City of Farmington Hills, and all federal and state laws.
 - B. Prohibited Uses. City facilities and equipment shall not be used for: a) activities which are in conflict with City policies, rules or ordinances, state or federal laws; b) activities which are discriminatory in the legal sense; c) illegal gambling; d) the primary purpose of petition signature gathering except as allowed by Section V of this Policy; e) political campaign events or fundraisers except in reserved rooms of the Costick Center, Grant Center, Longacre House, or Ice Arena as provided by Section V of this Policy; or f) religious services or regular worship activities except in reserved rooms of the Costick Center, Grant Center, or Longacre House as provided by Section VI of this Policy.
 - C. Notice/Control of Renter's Invitees. The User Representative is responsible for insuring that all policies, rules and regulations are strictly adhered to by all persons participating in the activity for which they are the User Representative.
 - D. Non-Interference with Facility. No User's activities shall interfere with the administration of the City of Farmington Hills, the primary purpose of the facility being used, or the enjoyment of the facility by other users of the facility.

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- E. Room Capacities. Room capacities must be adhered to. User and User's invitees may not overflow into the hallways and/or disturb City staff, City business, other activities or events at the facility.
- F. Maintenance and Clean-Up. Routine maintenance will be done by City staff. However, trash pickup and other cleanup duties are to be performed by the User, and it is expected that the User will clear and clean any areas of the facility used by the User or the User's invitees. Furniture, fixtures and equipment may not be moved from room to room or removed from the building without permission. At the conclusion of a User's use, the room must be returned to and left in the condition in which it was found. Any decorations used must be removed and disposed of properly, immediately following the function.
- G. Prohibited Items. No sparkle, glitter, confetti, etc. is permitted. Tape, pins, nails, staples and adhesives are not allowed on the walls, tables, chairs, etc. Except for lighters and cake candles (for birthdays, anniversaries, etc.) or unless otherwise provided in a facility-specific policy, candles or other sources of flame and fire are not allowed in City facilities.
- H. Control of Children. All children in attendance must remain in the reserved room(s). Children are not allowed to roam unsupervised in other areas of a City building, such as hallways, rooms or lounges.
- I. Alcoholic Beverages. With the exception of the Costick Center, Longacre House and the Hawk, no alcoholic beverages are allowed in or at City facilities unless the User has obtained written permission from the City Manager or Facility Manager and obtained proper licensing from the State of Michigan for the service of alcoholic beverages.
- J. Paper Goods. Paper goods are the responsibility of the User and are not provided by the City of Farmington Hills.
- K. Equipment. Equipment provided to or used by the User must be utilized for its intended purpose.
- L. Non-Smoking Policy. City facilities are smoke-free and vape-free facilities; guests may only smoke and vape in designated outside areas where ash containers are provided. Smoking and vaping includes tobacco and non-tobacco products or substances including, but not limited to, cigarettes, cigars, non-cigarette smoking tobacco, smokeless tobacco, herbal or clover cigarettes, e-cigarettes, electronic and herbal hookah, steam stones and smoking gels. Smoking marijuana is not permitted in or at City facilities.
- M. Animals. No animals or pets are allowed in or at City facilities except the following: (a) police dogs; (b) service animals, as defined by Title II and Title III of the Americans with Disabilities Act, subject to applicable City Code requirements unless excepted from such requirements by law; (c) other animals that have been allowed as part of an approved or City sponsored program or event; (d) dogs in the City's dog park, subject to compliance with all established rules and regulations

applicable to the dog park; and (e) dogs in Founders Sports Park and Pioneer Park, provided they are on a leash and maintained in compliance with all applicable ordinances and park rules.

- N. Signs. The City does not allow the placement of any sign (for example political signs, event signs, etc.) in or on the grounds of City facilities. Special permission may be granted by the City Manager or Facility Manager for signs relating to events at the facility. The City reserves the right to request and require the User to provide a copy of promotional materials (including social networks) and/or invitations that User creates for the event/meeting.
 - O. Food and Beverage Sales. Food and beverage sales within or at a public facility are prohibited, unless authorized to do so by the Facility Manager or this Policy.
 - P. Merchandise Sales. The sale of any merchandise or goods within or at a public facility is prohibited, unless authorized by the Facility Manager or this Policy.
 - Q. Reservation of City's Rights. The City reserves the right to act in the best interest of the City on matters not specifically covered in these rules.
- V. Political and Fundraising Activities in City-Owned Buildings and on City-Owned Properties.
- A. General Policy. Except as and where specifically allowed under this Policy, City facilities shall not be used for political activities, events, fundraisers or assemblies. Where specified political activities, events, fundraisers, or assemblies are permitted, they must be open to the public subject to occupancy limits and security concerns.
 - B. Political Campaign Events and Fundraisers. Political campaign events and fundraisers advocating a political candidate, ballot proposal, or other political cause may occur only in the fee-based rooms of the Costick Center, Grant Center, Longacre House, and Ice Arena. In these facilities, the activity must be confined to the reserved room, and be carried out consistent with all other applicable provisions of this Policy.
 - C. Campaign Finance Law. No City facility shall be used in a manner that would cause the City to be in violation of the Michigan Campaign Finance Act, Act 388 of 1976, as amended, or any other applicable state or federal law.
 - D. Government Officials in their Official Capacities. This Policy shall not be construed to limit the ability of elected or appointed government officials from using either fee-based or non-fee based facilities in furtherance of performing the public duties associated with their office.
 - E. After-Hours Meetings with Government Officials. It is recognized that, from time to time, elected or appointed officials desire opportunities to schedule after-hours meetings with citizens on their personal time that are not required as part of their public duties (e.g. office hours, coffee socials, town hall meetings). For purposes of this Policy, such meetings shall be considered to be in furtherance of the public

duties associated with the officials' office, provided that they are open to all, and do not include campaigning or fundraising. City facilities designated in Section VII as Limited Public Forums for specified political activities may be used by elected and appointed officials for such meetings with citizens subject to the Michigan Campaign Finance Act and all other applicable law, and subject to all rules, regulations, and fees in the same manner as any other applicant. No such event shall occur that requires the expenditure of public funds or the provision of in-kind services by the City (e.g. coffee service, refreshments, photocopies, labor costs) that could be construed as making a public expenditure or providing a contribution of volunteer public services in violation of the Michigan Campaign Finance Act. In no case shall such an event be held in such a manner as to constitute a violation of the Michigan Open Meetings Act.

- F. Signature Gathering. No portion of a City facility (including but not limited to meeting rooms, hallways, corridors, and internal sidewalks, parking lots, and drives) other than a Traditional Public Forum shall be used by any person or group having the primary purpose of soliciting signatures for candidate nominating petitions, ballot proposal petitions, or similar documents. This Policy, however, is not intended to prohibit an invitee of a User of a room from incidentally asking other invitees attending the same event within the same room to sign a petition.
- G. Political Fundraisers. Except for the reserved rooms of the Costick Center, Grant Center, Longacre House and Ice Arena, City facilities shall not be used for the primary purpose of conducting a political fundraising event for any candidate, ballot question, political party or campaign committee. This Policy, however, is not intended to prohibit invitees of a User from incidentally asking other invitees attending the same event in the same room to support a fundraising effort of an individual attendee or the User of the room (e.g. selling tickets for some future event; circulating a fundraising brochure; selling products such as cookies; or holding a 50/50, door prize or similar raffle solely among attendees of the event), or to engage in activities within the scope of the meeting for which the room was reserved related to the administration of an off-site fundraiser (e.g. collecting monies owed from an off-site fundraiser, distributing fundraiser materials such as brochures or raffle tickets; replenishing supplies for a product-based fundraiser; distributing goods ordered through a prior fundraiser).

VI. Religious or Faith-Based Uses of City Facilities.

- A. Religious Services / Regular Worship. In recognition of the City's interest in complying with the Establishment Clause of the First Amendment of the U.S. Constitution, no City facility other than rooms at the Costick Activities Center, Jon Grant Community Center, and Longacre House shall be used for the purpose of conducting religious services or made available as a venue for the regularly-scheduled worship activities of any religious organization. Where facilities are allowed to be used for religious services, they shall be made available on a first-come, first-served basis, subject to all applicable usage regulations in the same manner as any other user of the facility.

- B. Faith-Based Groups and Incidental Faith-Based Activities. For City facilities that have not been opened for religious services, the limitation shall be narrowly construed so as not to prohibit the use of a Traditional or Limited Public Forum by an applicant because the applicant is faith-based, offers a religious perspective on matters relevant to subjects for which the forum has been opened, and/or engages in faith-based activity (including but not limited to prayer, singing, and reciting religious texts) that is incidental to a permissible use of the forum and does not amount to conducting a religious service. For purposes of this Policy, weddings or other ceremonies and events that could be carried out in a purely secular manner, but which the room User chooses to have conducted by a minister of any religion shall be considered an event with an incidental faith-based component as opposed to a religious service or worship event.
- VII. Facility-Specific Regulations. The following facility-specific regulations are intended to be supplemental and additional to the General Application Procedures and Disclosures and General Regulations for All Facilities, except where a facility-specific regulation conflicts with a general procedure or regulation, in which case the facility-specific regulation shall control.
- A. No-Fee Rental Facilities.
 - 1. City Hall Meeting Rooms (Excluding Council Chambers).
 - a. Forum Designation and Permitted Uses. City Hall meeting rooms are open as a Limited Public Forum without charge to civic, community, and non-profit organizations, solely for the purpose of providing meeting space for routine meetings attended by an organization's membership and members of the public interested in the organization and/or items on the meeting agenda, subject to the requirements and restrictions in this Subsection VII.A.1.
 - b. Facility Manager. Applications shall be made to the City Manager's office.
 - c. Priority. Priority for use of the City Hall Meeting Rooms shall be given to the City government (including its officers, administrators, and employees acting in their official capacities), public bodies that use the Council Chambers for their meetings, and meetings of organizations or pertaining to events that are City-sponsored. All other users shall be considered non-priority users. No proposed use of a City Hall Meeting Room by non-priority users shall be scheduled so as to conflict with these priority uses. If a public body requires use of a City Hall Meeting Room for a meeting or other purpose not anticipated at the time that the use of the City Hall Meeting Room was approved for an non-priority user (e.g. for a special meeting of the City Council or other public body), the City reserves the right to cancel the non-priority user's reservation of the City Hall Meeting Room and may relocate the non-priority user's event to an alternate room at a City facility if available. In this circumstance, if the only

available suitable alternate location is a fee-based facility, the usage fee shall be waived administratively.

- d. Availability. City Hall meeting rooms shall not be made available to non-priority users during normal City Hall business hours, on Fridays, or on weekends, unless the meeting for which the room is proposed to be used is City-sponsored; provided, however, that after-hours meetings with government officials under Section V.E. are permitted on Saturdays between 9:00 a.m. and 4:00 p.m.
- e. Open to Public. All meetings occurring within City Hall shall be open to the public.
- f. Political Uses. Political party organizations and similar political or Policy-oriented organizations may reserve City Hall meeting rooms solely for meetings in the same manner as any other civic or community organization, subject to Section V and all other applicable rules and regulations of this Policy.
- g. Prohibited Uses. City Hall meeting rooms are not to be used for private parties or events (e.g. birthday parties, showers, etc.), meetings or events of for-profit business entities, fundraisers of any kind, campaign events, special events that are intended to draw public attendance larger than a routine organizational meeting, religious worship or services as defined in Section VI of this Policy, or any other purpose not expressly authorized by this Policy.
- h. Food and Beverage. No food or beverages may be served in City Hall Meeting Rooms without the authorization of the Facility Manager.

2. City Hall Council Chambers.

- a. Forum Designation and Permitted Uses. The Council Chambers are open as a Limited Public Forum without charge to civic, community, and non-profit organizations for the same purposes as City Hall Meeting Rooms and for political meetings and assemblies, including meet the candidate days, debates, public policy forums and similar public events, subject to the requirements and restrictions in this Subsection VII.2.
- b. Facility Manager: Applications shall be made to the City Manager's office.
- c. Priority. Priority for use of the City Council Chambers shall be given to the City government (including officials, administrators, and employees acting in their official capacities), public bodies that use the Council Chambers for their meetings, City-sponsored assemblies, and assemblies co-sponsored by the City. All other

users shall be considered non-priority users. No proposed use of the Council Chambers by non-priority users shall be scheduled so as to conflict with these priority uses. If a public body requires use of the City Council Chambers for a meeting or other purpose not anticipated at the time that the use of the Council Chambers was approved for a non-priority user (e.g. for a special meeting of the City Council or other public body), the City reserves the right to cancel the non-priority user's reservation of the Council Chambers and may relocate the non-priority user's event to an alternate City facility if available. In this circumstance, if the only available suitable alternate location is a fee-based facility, the usage fee shall be waived administratively.

- d. Availability. City Council Chambers shall not be made available to non-priority users during normal City Hall business hours or on weekends unless the meeting or event for which the room is proposed to be used is City-sponsored; provided, however, that after-hours meetings with government officials under Section V.E. are permitted on Saturdays between 9:00 a.m. and 4:00 p.m. Where a proposed meeting or event can be accommodated within a City Hall meeting room other than the City Council Chambers, the Facility Manager reserves the right to redirect the proposed use to an alternate meeting room.
- e. Open to Public. All assemblies for which City Council Chambers is used shall be open to all members of the public.
- f. Political Uses. Political party organizations and similar political or policy-oriented organizations may reserve City Council Chambers for meetings or assemblies (but not campaign events or fundraisers) in the same manner as any other civic or community organization, subject to Section V and all other applicable rules and regulations of this Policy.
- g. Prohibited Uses. City Council Chambers are not to be used for private parties or events (e.g. birthday parties, showers, etc.), meetings or events of for-profit business entities, fundraisers of any kind, campaign events, religious worship or services as defined in Section VI of this Policy, or any other purpose not expressly authorized by this Policy.
- h. Food and Beverage. No food or beverages may be served in City Council Chambers without the authorization of the Facility Manager.

3. Fire Department Headquarters (Station #5) Community Rooms.

- a. Forum Designation and Permitted Uses. Fire Department Headquarters meeting rooms are open as Limited Public Forums to civic, community, and nonprofit organizations, solely for the

purpose of providing meeting space for routine meetings attended by an organization's membership and members of the public interested in the organization and/or items on the meeting agenda, subject to the requirements and restrictions in this Subsection VII.3.

- b. Facility Manager. Applications shall be made to Fire Department Headquarters (Station #5).
 - c. Priority. Priority for use of the Fire Department Headquarters meeting rooms shall be given to the City government, public bodies that use the Council Chambers for their meetings, and meetings of organizations or pertaining to events that are City-sponsored. All other users shall be considered non-priority users.
 - d. Availability. Fire Department Headquarters meeting rooms shall not be reserved so as to conflict with priority uses by the Fire Department, other City government departments, public bodies, and City-sponsored uses.
 - e. Open to Public. All meetings occurring within Fire Department Headquarters shall be open to the public.
 - f. Political Uses. Political party organizations and similar political or policy-oriented organizations may reserve Fire Department Headquarters meeting rooms solely for meetings in the same manner as any other civic or community organization, subject to the Section V and all other applicable rules and regulations of this Policy.
 - g. Prohibited Uses. Fire Department meeting rooms are not to be used for private parties or events (e.g. birthday parties, showers, etc.), meetings or events of for-profit business entities, fundraisers of any kind, campaign events, religious worship or services as defined in Section VI of this Policy, or any other purpose not expressly authorized by this Policy.
 - h. Food and Beverage. No food or beverages may be served in the Fire Department meeting rooms without the authorization of the Facility Manager.
4. Spicer House. Spicer House is a historic home within Heritage Park, which serves as the park's visitor center and houses several rooms used for classes, meetings, gatherings, and displays. The Spicer House premises was acquired by the City in 1985 with funds obtained through a grant awarded to the City under the Michigan Recreation Land Trust Fund Act, 1976 PA 204, 1984 PA 429, and 1972 PA 227, as amended, which requires that the premises be maintained for recreational purposes in perpetuity. In addition, the Spicer House was designated by City Council in 1988 as a

Historic District (Council Resolution R-51-88), as recorded in Liber 11290 Page 330 of the records of the Oakland County Register of Deeds, and its use restricted to purposes identified by the Parks and Recreation Commission, Historic District Commission, and City Council as consistent with its recreational purpose and historic designation.

- a. Forum Designation and Permitted Uses. Consistent with R-51-88, the Farmington Hills Historic District Commission Spicer House Use Feasibility Review dated March 3, 1988 reviewed by Parks and Recreation Commission and City Council, and the Spicer House's recreational and historic purposes, Spicer House is open as a Limited Public Forum for the following uses, subject to the requirements and restrictions in this Subsection VII.4: recreational classes sponsored by government or non-government organizations, complementing the activities of the City of Farmington Hills (including but not limited to nature study, astronomy, day camping, safety clinics, cross-country skiing, fishing instruction); meetings of the Beautification Commission, Historical Commission, Historic District Commission, Park and Recreation Commission, Arts Commission, and Commission on Aging; Civic Awards/Presentations and functions (including but not limited to Officer of the month, outstanding citizen, Mayor's Exchange Day, City press announcements); interpretive exhibits (including but not limited to history of the Spicer Property, City history, early settlement history, land/water natural history interpretations, museum-type articles, pictures, and artifacts); service club meetings; scouting activities, 4-H activities, youth athletic groups, civic club activities, and as a part of community activities (including but not limited to Halloween walks, hayrides, landscape painting and drawing programs, bird and plant identification, woodworking, nature and day camps, and fall festival).
- b. Facility Manager. Applications shall be made to the Special Services Department
- c. Open to Public. Meetings and events occurring at the Spicer House shall be open to the public and shall not interfere with the public's enjoyment of the Spicer House and premises as a recreational and historic venue.
- d. Prohibited Uses. Consistent with its recreational and historic purposes, the Spicer House is not to be used for private parties or events (e.g. birthday parties, showers, etc.), meetings or events of for-profit business entities, meetings or events for political party organizations or other organizations whose mission is not consistent with the recreational/historic, civic, or service-oriented purposes identified in subsection (a), fundraisers of any kind, campaign

events, religious worship or services as defined in Section V of this Policy, or any other purpose not expressly authorized by this Policy.

- e. Food and Beverage. No food or beverages may be served in the Spicer House without the authorization of the Facility Manager.

B. Fee-Based Rental Facilities.

1. Costick Activities Center. The Costick Center is a multi-purpose facility that houses the Department of Special Services' administrative offices, indoor and outdoor recreational facilities, designated space for the Farmington Hills Senior Adult program, a teen center, and meeting and banquet rooms.

- a. Forum Designation and Permitted Activities.

- i. The Costick Center, as a whole, shall be regulated as a Non-Public Forum. No activities unrelated to the purpose of the forum or the purpose for which a room has been reserved, shall take place in the facility.

- ii. The Costick Center's rooms available for reservation shall be regulated as Limited Public Forums for the purpose of providing space for meetings, lectures, seminars, banquets, political events, religious activities, and similar gatherings or events to the public, civic and community groups, charitable organizations, and the business community.

- b. Facility Manager. Applications shall be made to the Department of Special Services.

- c. Scope of Use. To the extent that rooms are reserved at the Costick Center for a specific purpose, the User, the User's Representative and their invitees shall contain their activities to the interior of the reserved room, and shall not use hallways or other common areas of the facility in connection with their event.

- d. Political Uses. Political activities, including campaign events, fundraisers, and partisan events, are allowed at the Costick Center, provided that the applicant pays all fees and charges for use of the facility, subject to Section V and all other applicable rules and regulations of this Policy.

- e. Religious Uses. Rooms at the Costick Center may be reserved for the purpose of conducting worship services on a first-come, first-served basis, subject to all applicable rules and regulations of this Policy, including Section VI, payment of the usage fee, and the availability of a room suited to the applicant's needs.

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- f. Fees. Usage fees are based on the entire time a group/party is in the room, including set-up and clean-up.
 - g. Food and Beverage. All Users with 50 guests or more that require food service are required to use the City's contracted food vendor. Users with 49 or less guests may bring in food from a vendor, but the vendor must be properly licensed by Oakland County.
 - h. Payment Terms. The User shall pay an initial payment of 50% of the total fees and charges at the time of applying, and the remaining 50% at least 30 days before the beginning of the event. The User shall pay any additional charges for technical services upon presentation of a bill by the City. The City reserves the right to charge a deposit in anticipation of additional charges that may be incurred. The User shall be responsible and liable for payment of any music clearances or royalty fees and shall hold the City harmless and indemnify the City for same. No exceptions will be permitted unless satisfactory credit arrangements are made in advance. Deposits and payments are subject to charges of 1% per month if not paid within 30 days of notice of amount owed whether in writing, verbally, or by invoice.
 - i. Cancellation and Refund. Users who cancel shall forfeit 50% percent of initial payment if cancellation is made up to 30 days in advance of the scheduled event. Users who cancel within 30 days of the first contracted usage date will automatically forfeit all payments they have paid to the City. In addition, User shall be responsible for any out of pocket expenses incurred by the City. Rescheduling of events and additional deposit requirements are entirely at the discretion of the Facility Manager.
2. Jon Grant Community Center. The Grant Community center was constructed in conjunction with Fire Station #3. It offers classes, programs, and rental opportunities to residents of Farmington Hills as well as surrounding communities.
- a. Forum Designation and Permitted Uses.
 - i. The Grant Center, as a whole, shall be regulated as a Non-Public Forum. No activities unrelated to the purpose of the forum or the purpose for which a room has been reserved, shall take place in the forum.
 - ii. The Grant Center's rooms available for reservation shall be regulated as Limited Public Forums for the purpose of providing space for meetings, lectures, seminars, banquets, political events, religious activities, and similar gatherings or events to the public, civic and community groups, charitable organizations, and the business community.

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- b. Facility Manager. Applications shall be made to the Department of Special Services.
- c. Scope of Use. To the extent that rooms are reserved at the Grant Center for a specific purpose, the User, the User's Representative and their invitees shall contain their activities to the interior of the reserved room and shall not use hallways or other common areas of the facility in connection with their event.
- d. Political Uses. Political activities, including campaign events, fundraisers, and partisan events, are allowed at the Grant Center, provided that the applicant pays all fees and charges for use of the facility, subject to Section V and all other applicable rules and regulations of this Policy.
- e. Religious Uses. Grant Center rooms may be reserved for the purpose of conducting worship services on a first-come, first-served basis, subject to all applicable rules and regulations of this Policy, including Section VI, payment of the usage fee, and the availability of a room suited to the applicant's needs.
- f. Food and Beverage. All Users with 50 guests or more that require food service are required to use the City's contracted food vendor. Users with 49 or less guests may bring in food from a vendor, but the vendor must be properly licensed by Oakland County.
- g. Fees. Usage fees are based on the entire time a group/party is in the room, including set-up and clean-up.
- h. Payment Terms. The User shall pay an initial payment of 50% of the total fees and charges at the time of applying, and the remaining 50% at least 10 days before the beginning of the event. The User shall pay any additional charges for technical services upon presentation of a bill by the City. The City reserves the right to charge a deposit in anticipation of additional charges that may be incurred. The User shall be responsible and liable for the payment of any music clearances or royalty fees and shall hold the City harmless and indemnify the City for same. No exceptions will be permitted unless satisfactory credit arrangements are made in advance. Deposits and payments are subject to charges of 1% per month if not paid within 30 days of notice of amount owed whether in writing, verbally or by invoice.
- i. Cancellation and Refund. Users who cancel shall forfeit 50% of initial payment if cancellation is made up to 30 days in advance of the scheduled event. Users who cancel within 30 days of first contracted usage date will automatically forfeit all payments they have paid to the City. In addition, Users shall be responsible for any out of pocket expenses incurred by the City. Rescheduling of events

and additional deposit requirements are entirely at the discretion of the Facility Manager.

3. Longacre House. The Longacre House is a historic home available for special events. Special Services classes are also held at the house.
 - a. Forum Designation and Permitted Uses. The Longacre House shall be regulated as a Limited Public Forum for the purpose of providing space for private events such as weddings, theme parties, receptions, business meetings, banquets, social gatherings, and classes.
 - b. Facility Manager. Applications are to be made to the Department of Special Services.
 - c. Usage Minimum. A five-hour usage minimum is required for Friday and Saturday events unless waived by the Facility Manager or his designee.
 - d. Fees. Usage fees are based on the time a group/party is in the room, including set-up and clean-up, except for 90-minute setup time that is included with all usage agreements.
 - e. Food and Beverage. All Users that require food and/or alcohol for their events must utilize the Longacre House contracted caterer. No exceptions will be made without Facility Manager approval.
 - f. Payment Terms.
 - i. A security deposit is required for all parties over 25 people. An additional deposit may be required or the amount or type may be changed at the discretion of management.
 - ii. The User shall pay an initial payment of 50% of the total fees and charges at the time of applying, and the remaining 50% at least 10 days before the beginning of the event. The User shall pay any additional charges for technical services upon presentation of a bill by the City. The City reserves the right to charge a deposit in anticipation of additional charges that may be incurred. The User shall be responsible and liable for payment of any music clearances or royalty fees and shall hold the City harmless and indemnify the City for same. No exceptions will be permitted unless satisfactory credit arrangements are made in advance. Deposits and payments are subject to charges of 1% per month if not paid within 30 days of notice of amount owed whether in writing, verbally, or by invoice.

all fees and charges for use of the facility, subject to Section V and all other applicable rules and regulations of this Policy.

- e. Cancellation and Refund. Users who cancel shall forfeit 50% percent of initial payment if cancellation is made up to 30 days in advance of the scheduled event. Users who cancel within 30 days of the first contracted usage date will automatically forfeit all payments they have paid to the City. In addition, User shall be responsible for any out of pocket expenses incurred by the City. Rescheduling of events and additional deposit requirements are entirely at the discretion of the Facility Manager.
- f. Ice Surface Rental Rules and Regulations. Users of the ice surface are subject to the following facility-specific rules and regulations:
 - i. Each hour is equivalent to 50 minutes of ice time. The remaining ten (10) minutes of the hour is reserved for resurfacing.
 - ii. All ice usage fees are to be paid in full at least one half hour in advance of the use of the ice facility, and are non-refundable. In the event that the advance payment is not maintained, the contract will be considered cancelled by the User.
 - iii. Nobody is allowed on the ice during resurfacing except two people to move goal nets. Zamboni drivers are instructed to cease resurfacing immediately if anybody places an object on the ice or if people are skating before the two Zamboni doors are closed. Once the Zamboni leaves the ice because of a violation of this rule, resurfacing will not re-commence during the time reserved by the User.
 - iv. All hockey players are required to wear full protective equipment and helmets when on the ice.
 - v. No physical or verbal abuse of arena employees will be tolerated.
 - vi. Users will not be permitted use of the locker rooms until one-half hour prior to ice time. An adult representative of a group must be present in the locker rooms at all times in which it is in use.
 - vii. A User may receive key(s) to a locker room from the office in exchange for a car key. Said person is responsible for securing the room when the group is on the ice and after all persons have vacated the room. Locker room keys shall be returned to the office for return of the car key. There is a

fee for lost and/or damaged key(s) established by the Facility Manager in the Facility Manager's discretion.

- viii. No food and drinks are permitted in the locker rooms, on the ice, or on the players' and penalty benches, including the scorer's box, with the exception of non-alcoholic beverages in non-breakable containers.
 - ix. Warm-up shots may not be directed to the side dasher boards by hockey players.
 - x. Users are responsible for the conduct of the persons using the arena facilities during the ice time for which they have contacted. Ice Users will be held responsible for any vandalism, breakage, and cleanliness of locker room and all other arena property. It is strongly recommended that the User Representative be the last person to leave the locker room each time it is totally vacated.
 - xi. At the conclusion of the time for which the ice has been reserved, all persons are to leave the ice promptly so that resurfacing may begin immediately. Ice Users will be charged for whatever time is used beyond that for which they have contracted at rates established by the Facility Manager in the Facility Manager's discretion.
 - xii. Only food and beverage items purchased within and from the arena are allowed.
5. The Hawk. The Hawk is a Community Center that houses indoor and outdoor recreational facilities including a fitness and aquatic center, pickle ball courts, an auditorium, a gymnasium, dance studios, designated space for the educational programming or other services for and on behalf of the Community Center. The Hawk offers space for private events such as wedding or baby showers, theme parties, receptions, reunions, business meetings, banquets and other social gatherings.
- a. Forum Designation and Permitted Activities.
 - i. The Hawk, as a whole, shall be regulated as a Non-Public Forum. No activities unrelated to the purpose of the forum or the purpose for which a room as been reserved, shall take place in the facility.
 - ii. The Hawk's useable space available for private events shall be regulated as Limited Public Forums for the purpose of providing space for private events such as wedding or baby showers, theme parties, receptions, reunions, business meetings, banquets, and other social gatherings.

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- b. Facility Manager. Applications shall be made to the Department of Special Services.
- c. Scope of Use. To the extent that rooms are reserved at the Hawk, the User, the User's Representative and the User's invitees shall contain their activities to the interior of the reserved room, and shall not use hallways or other common areas of the facility in connection with their event.
- d. Political Uses. Political activities, including campaign events, fundraisers, and partisan events, are allowed at the Hawk, provided that the applicant pays all fees and charges for use of the facility, subject to Section V and all other applicable rules and regulations of this Policy.
- e. Religious Uses. Rooms in the Hawk may be reserved for the purpose of conducting worship services on a first-come, first-served basis, subject to all applicable rules and regulations of this Policy, including Section VI, payment of the usage fee, and the availability of a room suited to the applicant's needs
- f. Fees. Usage fees are based on the entire time a group/party is in the room, including set-up and clean-up.
- g. Food and Beverage. All Users shall utilize the Hawk's in-house caterer and bartender for food and beverage service. In the event the Hawk's in-house caterer is unavailable, the User may bring in food from a vendor, but the vendor must be properly licensed by Oakland County.
- h. Payment Terms. The User shall pay an initial payment of 50% of the total fees and charges at the time of applying, and the remaining 50% at least 30 days before the beginning of the event. The User shall pay any additional charges for technical services upon presentation of a bill by the City. The City reserves the right to charge a deposit in anticipation of additional charges that may be incurred. User shall be responsible and liable for payment of any music clearances or royalty fees and shall hold the City harmless and indemnify the City for same. No exceptions will be permitted unless satisfactory credit arrangements are made in advance. Deposits and payments are subject to charges of 1% per month if not paid within 30 days of notice of amount owed whether in writing, verbally, or by invoice.
- i. Cancellation and Refund. Users who cancel shall forfeit 50% percent of initial payment if cancellation is made up to 30 days in advance of the scheduled event. Users who cancel within 30 days of the first contracted usage date will automatically forfeit all payments they have paid to the City. In addition, User shall be

responsible for any out of pocket expenses incurred by the City. Rescheduling of events and additional deposit requirements are entirely at the discretion of the Facility Manager.

C. Parks.

1. Forum Designation and Permitted Uses. City Parks are open as a Traditional Public Forum (to the extent that they are open-air and not designated for specific uses such as sports facilities/fields and reservation-based picnic shelters), subject to the Rules and Regulations established in Chapter 19 of the Farmington Hills Code of Ordinances, all other applicable ordinances, statutes, and regulations, including but not limited to those pertaining to disturbing the peace, noise, and nuisance, and to the requirements and restrictions set forth in this Subsection VII.C.
2. Facility Manager. Applications for reservation-based park facilities are to be made to the Department of Special Services.
3. Scope of Use. Users of City Parks shall conduct their activities so as to not disrupt the operations of portions of parks designated for specific purposes, including but not limited to: baseball, soccer, and other athletic fields; skate park; archery range; nature center; and golf course.
4. Fee-Based Reservation Park Facilities. The following park facilities are available on a first-come first-served fee-based basis, subject to the terms of this Policy and the following rules and regulations:
 - a. Heritage Park Shelter-Specific Rules and Regulations:
 - i. Shelters are reserved in one-hour intervals. Shelters shall not be reserved or used earlier than 9am or later than sunset.
 - ii. Reservations are for the shelter and/or fire pit only. Park equipment, volleyball courts, and other park facilities are not available for use, and are open to the general public on a first-come-first-served basis.
 - iii. Outside equipment such as inflatables, mechanical rides, amplified sound systems, etc., are not permitted.
 - iv. Portable propane grills are prohibited. Users may use the City-provided charcoal grills on-site, but Users are responsible for providing their own charcoal.
 - v. If the reservation includes electricity, it includes 2 circuits, 15 amps each. User must provide heavy-duty extension cords.

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- vi. On-site water faucet is not drinkable water and is for park staff use only.
 - vii. Receipt must be retained during reservation by the User and presented to park personnel upon request. Trash pickup and other cleanup duties are to be performed by the User. Therefore, the shelter must be left in the condition in which it was found. The site will be inspected by park personnel at the end of the rental period.
 - viii. The Splash Pad is a Memorial Day through Labor Day operation. Its operating hours are 10am to 8pm, weather dependent.
 - ix. Users are required to obtain permission from the Facility Manager or the Facility Manager's designee to have catering, but the caterer must be properly licensed by Oakland County.
 - x. Balloons are not permitted, as they pose a choking hazard to wildlife and clog the Splash Pad drain.
 - xi. A full refund (less administrative fee) will be issued if the reservation is canceled more than 30 days from the reservation date. A 50% refund will be issued if the reservation is canceled 30 days or less from the reservation date. Refunds will only be issued in the event of severe weather as determined in the discretion of the Facility Manager.
- b. Stables Art Studio, Caretakers Farmhouse, Day Camp/Nature Center/Riley Archery Range and Skate Park:
- i. These facilities shall not be reserved or used earlier than 9am or later than sunset.
 - ii. Reservations are only for the specific facility that has been applied for. Equipment, volleyball courts, playground areas, and other areas in the park are not available for use (except as provided in this Policy), and are open to the general public on a first-come-first-served basis.
 - iii. Outside equipment such as inflatables, mechanical rides, amplified sound systems, etc., are not permitted.
 - iv. Receipt must be retained during reservation by the User and presented to park personnel upon request.

- v. Trash pickup and other cleanup duties are to be performed by the User. Therefore, the facility must be left in the condition in which it was found. The site will be inspected by park personnel at the end of the use. Users are required to obtain permission from the Facility Manager or the Facility Manager's designee to have catering, but the caterer must be properly licensed by Oakland County.
 - vi. Balloons are not permitted outside.
 - vii. A full refund (less administrative fee) will be issued if a reservation is canceled more than 30 days from the reservation date. A 50% refund will be issued if reservation is canceled 30 days or less from reservation date. Refunds will only be issued in the event of severe weather as determined in the discretion of the Facility Manager.
- c. Fields (Games and Practices). The following requirements and regulations shall apply to reservations of park fields for games and practices:
- i. All field users are required to submit a Field Guideline Application prior to reserving a field.
 - ii. Field hours are from 8:00 a.m. to sunset.
 - iii. Prospective field Users are classified into two groups: Group I (non-profit organizations including YMCA, Civic Organizations, and homeowner associations; and private groups or teams consisting of at least 60% Farmington Hills residents); and Group II (for-profit organizations, non-community groups, and non-residents).
 - iv. Group I non-profit organizations must supply their tax exempt number.
 - v. Groups I and II may be offered block scheduling (i.e. reserving fields for the entire season as opposed to a weekly basis) by completing a Field Use Reservation Form and submitting for review to the Facility Manager.
 - vi. Group I block scheduling occurs May 15th for Spring/Summer and July 15th for Fall.
 - vii. Group I and II can reserve fields by May 15th.
 - viii. All reservations that require dragging and lining of fields must be made 3 days prior to field use.

City of Farmington Hills
Use of City Facilities Policy

- ix. Field use is permitted May 15th through October 15th, weather permitting.
 - x. During the period of the reservation and field use, the individual or organization shall procure and maintain a General Liability insurance policy in accordance with this Policy.
 - xi. Inclement weather may result in the cancellation of field use.
 - xii. Field Use Permits will be issued upon approval of a requested reservation for the use of any athletic facility.
 - xiii. The Field Use Permit must be carried with the permit holder at all times during the event.
 - xiv. The Field Use Permit only assures use of the field permitted and not exclusive use of the park or other fields.
 - xv. Permit holders are responsible for those attending the outing. Permit holders and their participants and those attending their outing shall abide by all City and park ordinances and rules.
 - xvi. No refunds will be given after fields have been reserved.
- d. Fields (Tournaments). The following requirements and regulations shall apply to reservations of park fields for tournaments:
- i. During the period of the reservation and field use, the User shall procure and maintain a General Liability insurance policy in accordance with this Policy.
 - ii. The User will not charge a parking fee, however it may charge an entrance fee.
 - iii. Outside concessions and vendors are not permitted unless the User has obtained approval from the Facility Manager or the Facility Manager's designee. Any food vendor approved by the Facility Manager or the Facility Manager's designee must be properly licensed by Oakland County.
 - iv. The User shall provide tournament game schedule and field set up information a minimum of one week prior to the event to the Department of Special Services.
 - v. The amounts of a non-refundable deposit and all fees and charges for field reservations shall be established by the

Facility Manager. The deposit is due at the time of reservation. Full payment of all fees for the reserved fields must be made a minimum of 10 working days after the event, check payable to Farmington Hills Recreation and sent to: Costick Center, Attn: Field Reservations, 28600 Eleven Mile Road, Farmington Hills, MI 48336.

- vi. Baseball tournament teams are not permitted to use soccer fields.
- vii. User and its participants and guests shall abide by all City and park ordinances and rules.
- viii. The User shall provide the name and daytime phone number of the event's on-site contact person.
- ix. Users may rake a baseball field, but not use any mechanical devices or vehicles for said purpose.
- x. Inclement weather may result in the cancellation of field use.

D. Facilities Not Available for Use by Outside Groups/Individuals. The following City facilities and properties, or portions thereof, are Non-Public Forums. No space within these facilities is available for fee-based or non-fee-based use, and no portion of these facilities nor any portion of their premises that is not entitled to regulation as a Traditional Public Forum is intended to be opened as forums for activities unrelated or disruptive to the purpose of the facility.

- 1. Fire Stations 1, 2, and 4
- 2. Fire Station 3 (to the extent that it is separated from the Jon Grant Community Center).
- 3. Police Department Building
- 4. 47th District Court
- 5. Department of Public Works Facility (including outbuildings)
- 6. Farmington Hills Golf Club, except for golf outing fundraisers.
 - a. Note: The restaurant within the Farmington Hills Golf Club is operated by a private entity pursuant to a concession agreement with the City. Any decisions made by that entity pursuant to its independent operating procedures and in compliance with applicable public accommodations law in furtherance of its business purpose shall not be construed as manifesting an intent of the City

to confer public forum status on any portion of the Farmington Hills Golf Club property.

7. Park and Golf Maintenance Facility.
8. Amphitheater at Heritage Park.
9. Any other facility not identified in this Policy as a Traditional Public Forum or Limited Public Forum.

VIII. Repealer, Conflicts, and Severability.

- A. Prior Facility Use Policies Repealed. This Policy amends, restates and supersedes any and all prior facility use and political activities policies adopted by the City Council. Any prior facility use and political activities policies are hereby repealed.
- B. Conflicts. If any provision of this Policy is inconsistent or conflicts with the City Code of the City of Farmington Hills, or any other binding state or federal statutes, regulations, or law, this Policy shall be superseded to the extent that it conflicts with those statutes, laws, ordinances, regulations, or other laws.
- C. Severability. In the event that any of the terms or provisions of this Policy are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify, or impair any of the other terms, provisions or covenants of this Policy or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

Date: 09/23/24

Re: OAKLAND COUNTY NINE MILE PATHWAY TASK FORCE MEMORANDUM OF UNDERSTANDING

ADMINISTRATIVE SUMMARY

- At the October 10, 2022, City Council meeting, City Council approved a Resolution to support and participate in the Regional Nine Mile Corridor Study. This study was funded and managed by Oakland County Parks & Recreation.
- In 2022 and 2023, City Staff, along with six (6) additional Oakland County communities worked together to study the feasibility of creating a plan for an "Urban Trail" along the Nine Mile Corridor from I-75 to I-275.
- Nine Mile has long been identified as a priority corridor for non-motorized facilities with 8-foot and 10-foot wide non-motorized facilities already existing along 11 of the 18 miles of the identified corridor, including the Hills 275 Trailhead, located in Farmington Hills.
- The Oakland County Board of Commissioners is scheduled to bring forward the attached Memorandum of Understanding at their September meeting which will serve as a non-binding agreement between the Nine Mile Communities.
- The MOU is intended to acknowledge a voluntary, cooperative association among the participating communities and shall not be construed to create or establish binding or enforceable commitments, responsibilities, burdens, obligations or liabilities on the part of any participating community. Any participating community may terminate its participation upon notice to other communities.
- It is anticipated that this collaboration amongst the Nine Mile Pathway communities will strengthen grant applications which could fund portions of the pathway.
- The language of the Memorandum of Understanding has been reviewed and approved by the City Attorney as to form and content.

RECOMMENDATION

Resolve that the City Council of the City of Farmington Hills hereby authorizes the City Manager to execute the Oakland County Nine Mile Pathway Task Force Memorandum of Understanding (MOU).

###

Prepared by: Karen Mondora, Assistant City Manager
Reviewed by: Ellen Schnackel, Director of Special Services
Approved by: Gary Mekjian, City Manager

Oakland County Nine Mile Pathway Task Force Memorandum of Understanding

By and Among the Communities of Hazel Park, Ferndale, Oak Park, Farmington, Farmington Hills, Southfield, and Oakland County.

This Memorandum of Understanding between these 7 communities is for the purpose of clarification of the planning and development of the Nine Mile Pathway. This Memorandum is intended to acknowledge a voluntary, cooperative association among the participating communities and shall not be construed to create or establish binding or enforceable commitments, responsibilities, burdens, obligations or liabilities on the part of any participating community. Any participating community may terminate its participation upon notice to other communities.

Pathway Development

Each community agrees to plan, coordinate and develop the trail through their community as proposed in the Nine Mile Pathway Feasibility Study as they are able. The Nine Mile Pathway Feasibility Study will serve as a guide for pathway development, and may be adjusted as necessary for the success of the pathway.

Management and Maintenance

All issues of pathway development, management and maintenance of each community's section of the pathway will remain the sole responsibility and be under the total control of each community.

Quarterly Meetings

Quarterly Nine Mile Pathway Task Force will be scheduled for representatives of each local unit of government for the purpose of cooperation in areas of mutual benefit.

Concurrence

The communities of Hazel Park, Ferndale, Oak Park, Farmington, Farmington Hills, Southfield and Oakland County concur with the intent of this Memorandum of Understanding.

City of Hazel Park

Date

City of Ferndale

Date

City of Oak Park

Date

City of Farmington

Date

City of Farmington Hills

Date

City of Southfield

Date

Oakland County

Date





CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 09/23/2024

DEPT: DPW

RE: CONSIDERATION OF ADOPTION OF RESOLUTION TO AUTHORIZE TRUNKLINE MAINTENANCE CONTRACT #2024-0311 BETWEEN THE MICHIGAN DEPT. OF TRANSPORTATION (MDOT) AND THE CITY OF FARMINGTON HILLS

ADMINISTRATIVE SUMMARY

- The contract allows the City, and its contractors conducting work on behalf of the City, to perform certain types of maintenance operations and repairs on utilities or other infrastructure on, over, and under the State's trunkline system at various locations within and adjacent to our corporate limits.
- This contract will be in effect from October 1, 2024 through September 30, 2029.
- As part of the contract requirements, MDOT requires a certified Resolution be attached to the State Trunkline Contract designating the City representative authorized to sign the contract.

RECOMMENDATION

- IT IS RESOLVED, that the City Council of Farmington Hills authorizes the City Manager to designate the Department of Public Works Superintendent as well as the Department of Public Services Director as the authorized City representatives with regard to the Michigan Department of Transportation's State Trunkline Maintenance Contract #2024-0311.

SUPPORT DOCUMENTATION

The State Trunkline Maintenance Contract provides a method for the City and the MDOT regional office to cooperatively perform maintenance on the State roadways within the



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

City. An example is the City contracting the landscape mowing of the median islands on Grand River Avenue and Northwestern Highway. As a result of this contract, the City receives reimbursement for some of its expenses from MDOT for this work. In addition, since the City contract was competitively bid, MDOT can use the City contractor at their bid price to do additional work and pay them directly.

###

Prepared by: Derrick Schueller, DPW Superintendent

Reviewed by: Jacob Rushlow, P.E., Director, Department of Public Services

Reviewed by: Michelle Aranowski, Director, Department of Central Services

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

CITY OF FARMINGTON HILLS

RESOLUTION #2024-0311

RESOLUTION TO AUTHORIZE MDOT MAINTENANCE CONTRACT

SIGNATORIES

WHEREAS, the Michigan Department of Transportation has presented their standard maintenance contract, to the City of Farmington Hills for the period of October 1, 2024 through September 30, 2029; and

WHEREAS, the City of Farmington Hills is designating Derrick Schueller as Maintenance Superintendent as it relates to this contract.

THEREFORE, BE IT RESOLVED, the City of Farmington Hills hereby designates Jacob Rushlow, Director of Public Services and Carly Lindahl, City Clerk, to sign the contract on behalf of the City.

The foregoing resolution was presented by _____ and supported by _____ for approval. Carried; Yea ___; Nay ___; Absent ___

CERTIFICATION

I, Carly Lindahl, City Clerk for the City of Farmington Hills, County of Oakland, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Farmington Hills during its regular meeting held on September 23, 2024, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being 1976 P.A. 267, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Carly Lindahl, City Clerk

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT
CITY OF FARMINGTON HILLS

This Contract made and entered into by and between the Michigan Department of Transportation (MDOT), and the City of Farmington Hills, a Michigan municipal corporation (Municipality).

RECITALS:

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways and appurtenant facilities. MDOT, subject to the approval of the State Administrative Board; and

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest; and

MDOT has so advised the State Transportation Commission and the Appropriations Committees of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11c, MCL 247.661c; and

The parties agree as follows:

SECTION 1. SCOPE OF WORK

- A. Services Provided: For the term of this Contract, the Municipality agrees to maintain the state trunk line highways and, if applicable, appurtenant facilities within the Contract Area by performing maintenance work. Maintenance work will be performed under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management and Operations (TSMO) of MDOT. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding. For maintenance work not covered by the Field Activity Budget, a Transportation Work Authorization (TWA) will be issued by the Region Engineer.
1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall remain in effect until either replaced or modified by the Region Engineer and

approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes. Attachment G (Municipality Firm Unit Prices) and H (Municipality Snow Hauling Calculation Form) will be attached to the Letter of Understanding.

2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
 3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
 4. The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic systems (ITS). All such work will be listed in the Letter of Understanding, as set forth in Appendix F, included in the line item budget and defined in a supplemental scope.
 5. The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.
 6. The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.
- B. Specifications and Performance: The Municipality will provide personnel, equipment, materials, and facilities to perform the maintenance work under the terms of this Contract in a manner consistent with MDOT's established guidelines for winter and non-winter maintenance activities.

The Municipality shall perform all maintenance work under this Contract in accordance with accepted maintenance practices and/or specifications provided by MDOT and in accordance with the approved Budget and annual Work Plan.

When MDOT recognizes that a certain maintenance activity, is not in compliance with accepted maintenance practices and/or specifications, it will, within sixty (60) days of the billing of work, issue a written notice to the Municipality. Upon issuance of the first written notice, MDOT will work with the Municipality to develop a corrective action plan. Once

both MDOT and the Municipality are satisfied with the corrective action plan, MDOT and the Municipality will approve the plan for implementation. MDOT will reimburse the Municipality for the cost of the non-compliant work. Once the corrective work is completed in accordance with the corrective action plan, the Municipality will submit the cost for the corrective work for full reimbursement by MDOT. The Municipality agrees that if corrective work is not in accordance with the corrective action plan, the Municipality will not invoice MDOT for the non-compliant corrective work.

If MDOT determines that the corrective work is not in compliance with the corrective action plan, within thirty (30) days it will issue a second written notice to the Municipality describing the unacceptable corrective work, the reason for rejection, and include a written copy of MDOT's maintenance practices and/or specifications, if applicable. Work not meeting the corrective action plan will be corrected by the Municipality in accordance with the second written notice and the previously approved corrective action plan, without additional charge to MDOT. If MDOT, upon completion of the Municipality's second attempt to correct the non-compliant work, determines that the work is still not in compliance, MDOT will have the non-compliant work corrected by other means at MDOT's expense and the Municipality will reimburse MDOT for such expense through Maintenance Local Agency Payment System (MLAP). If there is a disagreement between MDOT and the Municipality regarding whether or not the corrective work meets MDOT's maintenance practices and/or specifications, the Municipality may request the Dispute Resolution Process as outlined in Section 26.

- C. Permits: At the request of the Region Engineer, the Municipality may agree to inspect work performed by permit or otherwise assist MDOT with permits. In such event:
1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents, and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.
 2. MDOT will further require Permit Applicants to provide Commercial general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability policy with a blasting endorsement when blasting is involved, or Commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities or public utilities.

3. The amounts of such insurance will be no less than:

Commercial General Liability Insurance:

The minimum limits shall be \$1,000,000 each occurrence and \$2,000,000 aggregate.

Combined single limit for bodily injury and property damage liability shall be \$1,000,000 each occurrence.

The insurance limits above may be attained through an umbrella policy.

- D. Transportation Work Authorizations: TWA's may be issued by the Region Engineer for both Maintenance work and non-maintenance work. This work may be performed by the Municipality, or a subcontractor as set forth in Section 9 of this Contract. TWA's will be performed in accordance with MDOT's accepted maintenance practices and specifications and as required in the TWA. The Municipality will provide the necessary supervision or inspection to ensure that the work is performed in accordance with the TWA. In the event the Region Engineer finds the work performed not in compliance with MDOT's accepted maintenance practices or the specifications on the TWA, then the corrective action specified in Subsection 1 (B) will be followed.
- E. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

SECTION 2. RESERVED FOR FUTURE USE

SECTION 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT's established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

SECTION 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR

The Municipality hereby designates Jacob Rushlow. as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. The Municipalities' title for this position is Director of Public Services. In the

event the Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

SECTION 5. SUPERVISION

The Municipality hereby designates Derrick Schueller or others functioning in the same capacity as Highway Maintenance Foremen, hereinafter referred to as the “Foremen”, who will oversee all work covered by this Contract and be responsible to the Contract Administrator. The Municipality will notify MDOT in writing within (30) days of any change in the above personnel. The Municipality will be reimbursed for actual time worked by the Foremen on state trunkline Highway maintenance when supported by daily timecards signed by their immediate supervisor or electronic timekeeping approved by their assigned supervisor subject to the provisions of Subsection 16(B).

SECTION 6. WAGE SCHEDULE

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality. A copy of the union agreement or HR Wage Schedule will be provided to MDOT upon request.

No “stand by at home” pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the Municipality for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers’ compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as “EMPLOYEE BENEFITS,” in accordance with Section 16.

SECTION 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS

Material necessary for the performance of this Contract, may be purchased by the Municipality unless otherwise directed by the Region Engineer. The Municipality will advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00), or if required by federal or state law. The Municipality shall select the lowest qualified bid.

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), bulk salt and traffic control devices used on state trunkline highways by the Municipality, will conform to current or supplemental specifications of MDOT, unless otherwise approved in advance by the Region Engineer. The Region Engineer may require approval by MDOT's Construction Field Services Division, or by a laboratory approved by the Construction Field Services Division. Copies of approvals will be placed on file in the offices of the Municipality and the Region Engineer. If MDOT-owned materials are stored jointly with Municipality-owned materials, proper and adequate inventory records must be maintained by the Municipality clearly indicating the portion that is MDOT-owned.

SECTION 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials produced and/or supplied by the Municipality may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review/audit. The term "review/audit" hereafter will be referred to as "review".

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion. All changes will be submitted with the Firm Unit Prices form, Appendix G.

No, Firm Unit Price items will not be used.

Yes, Firm Unit Price items will be used.

MDOT may review all records necessary to assess the accuracy of the material quantities for all materials on the Firm Unit Price List for which the Municipality requests reimbursement.

Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(E). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.

SECTION 9. SUBCONTRACTS

The Municipality may subcontract any portion of the work to be performed under this Contract. Bidding/price solicitation and subcontracts will comply with applicable law and conform to the Municipality's contracting process except as modified herein. All subcontracted work will require the Municipality to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the Municipality and/or MDOT for the subcontracted work. The scope of work and any specifications must be approved by the Region Engineer. The Municipality will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the Municipality pay for subcontracted work until the work has been inspected and approved by the Municipality for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the submission of a Form 426 and summary of emergency work within 15 days of completion.

The parties agree to extend the terms of the Contract if subcontracted work is incomplete at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT. In situations where this Contract is terminated by the Municipality or MDOT, all subcontracts shall be deemed terminated as of the date the Contract is terminated. The Municipality must incorporate this provision into all subcontracts.

County and/or Municipality-based advantage programs, hereinafter the "CBA Process", or any type of preference program which awards contracts based on criteria other than low bid through the competitive bidding process, may not be used for any work under this Contract.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required in this section may result in a denial of the reimbursement of the costs.

The term of any subcontract will not exceed five (5) years including any extensions.

For subcontracts involving the items of Drainage Structure Cleanout, Curb Sweeping, and Area Mowing, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

All Subcontracts shall be awarded to the lowest qualified bid. Subcontract solicitation and approval process will be as follows:

- A. **Subcontracts less than \$25,000:** The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.
- B. **Subcontracts \$25,000 or greater:** The Municipality will advertise and award by competitive bid. Advertisements must clearly define the scope of work, performance specifications, MDOT contract terms, and the location of work to be performed. Documentation of the solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.

State Administrative Board requirements for Contracts and Amendments (previously referred to as overruns, extra work and adjustments), are outlined and set forth in Appendix E, attached hereto and made a part hereof.

SECTION 10. NON-DISCRIMINATION

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C referred to as the “Contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix C, attached hereto and made a part hereof. The Municipality further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

SECTION 11. ANTI-KICKBACK

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

SECTION 12. SCOPE OF CONTRACT

It is declared that the work performed under this Contract is a governmental function which the Municipality performs for MDOT. This Contract does not confer jurisdiction upon the Municipality over the state trunkline highways encompassed by this Contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction upon the Municipality over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

SECTION 13. INSURANCE

- A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days' notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days' notice provisions and the limits of liability, will be submitted to MDOT. The Municipality agrees to review its insurance programs with its statewide association in an effort to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted.

- B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:

Assistant Attorney General
Division Chief
Transportation Division
Van Wagoner Building - 4th Floor
425 West Ottawa Street
P.O. BOX 30050
Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

SECTION 14. WORKERS' DISABILITY COMPENSATION

The Municipality will comply with the Michigan Workers' Disability Compensation Act, MCL 500.3400, *et seq.* for all employees performing work under this Contract.

SECTION 15. BUDGET

Each MDOT fiscal year, the Region Engineer will prepare separate budgets for winter and non-winter maintenance in accordance with MDOT guidelines. The Region Engineer, in consultation with the Municipality, shall develop an annual Work Plan which shall include non-winter maintenance activities, a proposed schedule, and the estimated cost for such activities. The sum of those estimated costs will constitute the non-winter Budget and will be distributed monthly in accordance with the proposed schedule.

MDOT agrees that, once established, the fiscal year non-winter maintenance will not be reduced, except as otherwise provided in this Contract. The Budget for winter maintenance activities will be based on a five-year (5) average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality-supplied road salt, winter sand, other de-icing chemicals and overhead. Notwithstanding the foregoing, MDOT will establish a statewide holdback fund amount not to exceed thirty percent (30%) of the five (5) year winter average. The statewide holdback funds will be used to cover Winter Overruns of the Municipality, other contract road agencies, and MDOT direct forces. The statewide holdback funds will also be used to pay any budget review adjustments owed to contract agencies. MDOT will distribute any remaining funds in the statewide holdback to contract agencies and MDOT direct forces based on a prioritization of statewide non-winter maintenance needs.

The Region Engineer and the Municipality will review the non-winter maintenance Budget together at least every other month. Any adjustments to the proposed work plan to curtail or expand operations will be addressed in this Budget review. During winter operations, the winter Budget will be reviewed by the Region Engineer and the Municipality every month to conduct the same review.

MDOT and Municipality will meet between March 1 and May 15 of each fiscal year to develop a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter Budget, if any. The work activities proposed in the supplemental summer program will be prioritized to support MDOT's preservation strategy. The remainder of the winter Budget will be released to the Municipality two weeks after the final bill is received by MDOT covering the winter season as defined in the Winter Letter of Understanding.

If the Municipality's winter overruns (including benefits and overhead) exceed MDOT's winter budget and holdback funds statewide, MDOT will seek additional funding to address the overruns including a supplemental appropriation from the State Budget Office. MDOT reserves the right to reduce the non-winter maintenance Budget if efforts to secure additional funding are unsuccessful.

SECTION 16: REIMBURSEMENT SCHEDULE

MDOT will reimburse the Municipality for costs incurred in the performance of the work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT's Maintenance Local Agency Payment (MLAP) system prior to the start of the review for each respective year of the Contract period.

- A. Requests for reimbursement shall be made through MLAP at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within fifteen (15) days from the end of each bi-monthly period. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Municipalities with a line-item budget contract of \$100,000 or greater **shall** submit request for reimbursement on a **monthly** basis.
- B. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- C. MDOT will reimburse the Municipality for the cost of MDOT's share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.
- D. MDOT will reimburse the Municipality for the cost of MDOT's share of the actual cost of Municipality owned or purchased energy.
- E. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- F. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:
 1. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating, or loading for materials in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, and these costs can be identified within the records of the Municipality. When bulk items intended for use on the state

trunkline are co-mingled with the Municipality's materials for their local roads, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.

2. **Non-Bulk Items (measured by area or count):**

A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.

- G. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- H. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- I. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- J. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the Municipality for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the Municipality and shall not change.

The overhead amount payable under Section 16(I) is reimbursement to the Municipality for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Foreman (except as noted in Section 16(K)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on Municipality owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- K. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.

- L. The Municipality will be reimbursed as a direct cost for work performed by the Foreman making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Foreman designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A. **The completed Form 410A shall be uploaded to MDOT's MLAP system.**

SECTION 17: ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

SECTION 18: SNOW HAULING

MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer and will be detailed in the Letter of Understanding. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. Prior written authorization from the Region Engineer shall be required for each snow haul event outside the parameters in the Letter of Understanding and shall be kept on file for review purposes.

MDOT'S share of snow hauling will be calculated on the Municipality Snow Hauling Calculation Form, Appendix H. The completed form will be submitted to the Region Engineer. The snow hauling percentage will be based on the ratio of the width of area designated for traffic movement to the width of the total area agreed upon for snow hauling. MDOT is not responsible for snow removal in parking lanes or sidewalks and will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement.

MDOT'S reimbursement for snow hauling from state trunkline highways will be paid at the below percent of actual charges supported by proper documentation.

0 percent (%)

The Municipality agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

SECTION 19: PAVEMENT MARKING

Compensation for the item of Special Markings Paint & Tape will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for Special Markings Paint & Tape in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for Special Markings Paint & Tape is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of Curb Sweeping, Area Mowing and Litter Pickup will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the Municipality and Region Engineer; and reflected in each line activity budget amount.

SECTION 21: TREES AND SHRUBS

Except for emergency work, the Municipality must request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and Municipality shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the Region Engineer.

SECTION 22: EQUIPMENT LIST

The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be uploaded to the Files page in MDOT's MLAP system.

SECTION 23: RECORDS TO BE KEPT

- A. The Municipality will establish and maintain accurate records, in accordance with generally accepted accounting principles of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.
 2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.
 3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. Cost records are not necessary in support of the overhead percentage or the five percent (5%) handling charge.
- B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute regarding allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

The Municipality will maintain all RECORDS supporting equipment usage from the time of equipment purchase to disposal to support any gain or loss from equipment disposed.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT

The Municipality hereby certifies that, to the best of the Municipality's knowledge, the costs reported to MDOT for this Contract will represent only those items which are properly chargeable in accordance with the Contract. The Municipality also hereby certifies that it has read the Contract terms and is aware of the applicable laws, regulations, and terms of the Contract that apply to the reporting of costs incurred under the terms of this Contract.

SECTION 25: CONTRACT REVIEW AND RESPONSE

- A. The Municipality's records will be subject to review within the statute of limitations, and the review period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed.

Charges by the Municipality for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by review after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this Contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the Municipality will not be subject to adjustment.

If any adjustments are to be made, the Municipality will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that a review performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the Municipality a Notice of Review Results and a copy of the Review Report, which may supplement or modify any tentative findings communicated to the Municipality at the completion of a review.

B. Within sixty (60) days after the date of the Notice of Review Results, the Municipality will submit to MDOT a written response, hereinafter referred to as the “Response”, to the Notice of Review Results indicating one of the following options:

1. The Municipality concurs with the Notice of Review Results and will either repay the amount of any overpayment to MDOT and/or or be reimbursed the amount of any underpayment by MDOT.
2. The Municipality does not concur with Notice of Review Results. The “Response” will explain the nature and basis for any disagreement as to a disallowed item of expense, and/or,
3. The “Response” will include a written explanation as to any questioned item of expense. The “RESPONSE” will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
4. The Municipality agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost.

MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, “Dispute Resolution Process”.

SECTION 26: DISPUTE RESOLUTION PROCESS

A. Contract Disputes

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the Contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of TSMO or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- 1) The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.
- 2) During negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- 3) The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.
- 4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.
- 5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.
- 6) Every effort will be made to complete this process within 90 calendar days by both parties.

B. Review Disputes

For review disputes the submitted "Response" and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their Response.
- 2) After an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT's decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel's written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.

- 3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.

This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. If a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if agreed upon by both parties.

Injunctive Relief

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

SECTION 27: TERM OF CONTRACT

This Contract will be in effect from October 1, 2024 through September 30, 2029.

SECTION 28: CONTRACT TERMINATION OR EXPIRATION

- A. For convenience, MDOT may terminate this Contract by providing written notice to the Municipality at least two (2) years prior to the beginning of the Contract year to which the termination, applies.

The Municipality may terminate this Contract by providing written notice to MDOT at least two (2) years prior to the beginning of the Contract year to which the termination applies.

In the event either party provides notice of an intent to terminate the Contract as provided in this subsection, the Contract shall terminate at the beginning of the Contract year (October 1), two years following the date of the notice. For greater clarity, the parties do not intend for the Contract to terminate as of the date of the notice. Notwithstanding any other provision to the contrary, if a party provides notice of its intent to terminate the Contract as provided in this subsection and the Contract will expire before the two-year notice period has lapsed, the parties agree that the Contract shall be automatically renewed and continue in full force and effect until October 1, two years following the date of the notice.

- B. If a new Contract has not been executed by the parties within 120 days following the expiration of this Contract, this Contract shall be deemed automatically renewed as of the date of expiration and continue in full force and effect for two years following such date. After those two years have lapsed, the Contract shall be deemed terminated.
- C. Notwithstanding any provision of this Contract to the contrary, upon termination of this Contract “for cause”, the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, are set forth in Appendix D, attached hereto and made a part hereof.

SECTION 30: CONTRACTUAL INTERPRETATION

All capitalized words and phrases used in this Contract have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate and any words or phrases that have a specialized meaning in the law, shall be construed and understood according to such specialized meaning.

SECTION 31: AUTHORIZED SIGNATURE

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official of the Municipality and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature thereto of the respective official of the Municipality, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF FARMINGTON HILLS

BY: _____
TITLE:



BY: _____
TITLE: MDOT Director

APPENDIX A

DEFINITIONS

Annual Work Plan: A schedule developed by the Municipality and Region Engineer's designee of the routine maintenance work to be performed annually on state trunklines by the Municipality.

Budget: The funds allocated to the Municipality for the fiscal year beginning October 1. Budget may also be referred to as Annual Budget or Field Activity Budget or Maintenance Budget.

Chemical Storage Facilities: Bulk salt storage buildings.

Competitive Bidding: A procurement process that involves advertising work so that qualified vendors can submit bids to perform the work. The contract is then awarded to the lowest qualified bidder.

Contract Administrator: An individual designated by the Municipality responsible for supervising all work covered under this Contract.

Department: The Michigan Department of Transportation.

Engineer of Transportation System Management and Operations (TSMO): The Department's designated engineer of TSMO.

Equipment Questionnaire: A report prepared by the Municipality and forwarded to the Department to substantiate the previous year's actual equipment costs.

Foremen: A person(s) designated by the Municipality responsible for overseeing all work covered under this Contract and is responsible to the Contract Administrator.

Maintenance Work: Routine activities performed on a regular basis or in response to uncontrollable events upon the state trunklines. Also includes planned activities to state trunklines to preserve functional condition and any work authorized by a TWA.

Maintenance of State Trunkline highways/lane miles maintained: The Municipality is to provide the winter and non-winter maintenance activities on its miles as identified within the work plan.

Michigan State Transportation Commission: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.

Non-Winter Maintenance Budget: The portion of the Budget allocated to non-winter maintenance activities.

Office of Commission Audit (OCA): The office that reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

Region Engineer: The Department's designated chief engineer responsible for the oversight of each region of the Department or that region's designee.

Review: A financial statement review is a service under which the accountant obtains limited assurance that there are no material modifications that need to be made to an entity's financial statement for them to be in conformity with the applicable financial reporting framework. OCA's review will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Governmental Auditing Standards* issued by the Comptroller General of the United States. A review consists primarily of inquires of personnel and the application of analytical procedures to data.

Schedule C Equipment Rental Rates: The department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment calculated from the average costs submitted by each agency in the "Equipment Questionnaire".

Small Road Tools: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

Small Power Tools: Work tools powered by electricity or battery power and have a rental rate assigned.

State Administrative Board: A Board that consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The DTMB designates a Secretary to the State Administrative Board and provides for staff support. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capital outlay process and the settlement of small claims against the state. The State Administrative Board functions through three standing committees (Finance and Claims, Building, Transportation and Natural Resources) which make recommendations to the Board. The State Administrative Board meets the first and third Tuesday of each month.

State Trunkline Highway: A road, highway, or freeway under the jurisdiction of the Department, and usually numbered as an M, US, or Interstate Route.

Termination for Cause: The exercise of MDOT's right to terminate this Contract "for cause", in whole or in part, if the Municipality, as determined by MDOT: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose MDOT to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

Termination Date: The date the contract is no longer effective.

Transportation Work Authorization (TWA): A written order for work not covered by the Budget. Funding for the TWA is reimbursed to the Municipality in addition to the annual Budget.

Transportation and Natural Resources Committee: A committee that approves the award of Michigan Department of Transportation (MDOT) contracts and agreements; Department of Natural Resources (DNR) oil, gas, and mineral leases; conveyance of submerged lands. The committee meets the Wednesday before the State Administrative Board meeting. The agenda is prepared by MDOT and DNR.

Winter Maintenance: Maintenance Work centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and bare driving surface under prevailing winter conditions. The activity numbers that define the Budget line items for winter maintenance are:

1410: Winter maintenance

1440: Winter road patrol (*See winter maintenance patrol below*)

1490: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above activity numbers.

Winter Maintenance Patrol: An employee assigned to monitor state trunkline road conditions during the winter at times outside the normal workday, i.e. 2nd or 3rd shift.

Work Plan: An annual outline of maintenance activities to be performed under this Contract. The components of the plan include the amount of Budget allocated to each routine maintenance activity group, a list of prioritized maintenance activities, and may include a proposed timeframe for completion.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2024, through September 30, 2029

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	11.00 _____	.50 _____	11.50
\$25,001 to \$50,000 _____	10.25 _____	.50 _____	10.75
\$50,001 to \$75,000 _____	9.50 _____	.50 _____	10.00
\$75,001 to \$100,000 _____	8.75 _____	.50 _____	9.25
\$100,001 and over _____	8.00 _____	.50 _____	8.50

APPENDIX C
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX D

**STATE ADMINISTRATIVE BOARD
RESOLUTION 2017-2
PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS
AND
RECISSION OF RESOLUTION 2011-2**

WHEREAS, the State Administrative Board (“Board”) exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a \$500,000 or more threshold for Board approval of the Michigan Department of Transportation (“MDOT”) Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to \$250,000 or more for initial contracts and \$125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to \$500,000 or more for the initial contract and \$500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation’s Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT’s administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2011-2 is rescinded.
2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.
5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and

the sum of all amendments executed after the most recent Board approval total \$500,000 or more.

6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

7. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, and a railroad or rail service provider.

8. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

9. MDOT may enter into a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

10. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective April 25, 2017.

APPROVED
State
Administrative Board
4-25-17 *Rose M. Cousin*

APPENDIX E

SUBCONTRACT REQUIREMENTS

**SUMMARY OF STATE ADMINISTRATIVE BOARD
REQUIREMENTS FOR AMENDMENTS
(PREVIOUSLY REFERRED TO AS OVERRUNS,
EXTRA’S AND ADJUSTMENTS)**

Administrative Board Resolution (2017-2, April 25, 2017)

State Administrative Board approval is required on all contracts (including subcontracts) when the sum of the contract including any optional year(s) is \$500,000 or greater.

Amendments

Subcontract Requirements:	Amendment Amount	State Administrative Board (SAB) Approval Requirements:
<ul style="list-style-type: none">• Region Engineer approval required prior to start of work.• Form 426 must be signed by the Region Engineer.• Documentation of amendment is required by the Municipality.• Send revised Form 426 to the Transportation Systems Management Operations (TSMO), Contract Specialist for review and approval prior to the start of work.	\$499,999 or less	Not required Note: Emergency contracts \$250,000 or greater require SAB approval.
	\$500,000 or greater	Required prior to the start of work. Note: When the sum of the contract and all amendments total \$500,000 or greater, SAB approval is required.

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra’s or adjustments.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

BRADLEY C. WIEFERICH, P.E.
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name

Address

Contact Person, Title

RE: Letter of Understanding for State Trunkline Maintenance Contract between Michigan Department of Transportation (MDOT) and the (insert name of contract agency)

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 1, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City (or Village) of _____. The work activities are to be conducted by the City (Village) as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Reimbursement for Snow Hauling will be limited to (insert agreed upon snow hauling parameters) and will be reimbursed at (insert snow hauling rate)% of the total costs of snow hauling. For any additional snow hauling outside of these parameters, MDOT will not participate in the cost unless written approval is received prior to the snow hauling. The Municipality Snow Hauling Calculation form (Appendix H) is attached.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract. Payment for items with Firm Unit Prices will be in accordance with the attached Municipality Firm Unit Prices form (Appendix G) attached.

Subcontracting of any work activities shall be in accordance with Section 9 of the Contract.

Name
Page 2
Date

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Coordinator (or Engineer)
MDOT ____TSC

APPROVED BY:

City (Village) of _____ agrees to the terms and conditions stated in this agreement.

Dated this ____ day of _____, 2024

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

Appendix G

Michigan Department
of Transportation
0572 (03/2024)

Clear Form

MUNICIPALITY FIRM UNIT PRICES

MUNICIPALITY NAME	EFFECTIVE DATE
-------------------	----------------

TYPE OF MATERIALS PRODUCED OR SUPPLIED	UNIT OF MEASURE	UNIT PRICE	ITEM LOCATION	PRICE INCLUDES

INSERT ABOVE, THE FOLLOWING APPLICABLE NUMBER(S):

Type of Materials produced or supplied by Municipality

1. Aggregate
2. Winter Sand
3. Salt
4. Other (Describe): _____

Item Locations

1. Pit Site
2. Yard
3. Other (Describe): _____

Price Includes

1. Processing or Mixing Costs
2. Stockpiling or Hauling to Stockpile Costs
3. Royalty Costs
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)
5. Winter Sand
6. Bituminous Costs
7. Other (Describe): _____

MUNICIPALITY SUBMITTED BY		
NAME	TITLE	DATE

MDOT APPROVED BY		
NAME	TITLE	DATE

Appendix H

Michigan Department
of Transportation
5191 (02/2024)

MUNICIPALITY SNOW HAULING CALCULATION FORM

Clear Form
Definitions

MUNICIPALITY NAME	ROUTE	EFFECTIVE DATE
--------------------------	-------	----------------

SKETCH OF ROADWAY AND SNOW HAULING LIMITS

TOTAL WIDTH OF SNOW HAULING (WSH) <div style="text-align: center;">ft</div>	WIDTH OF AREA DESIGNATED FOR TRAFFIC MOVEMENT (ADTM) <div style="text-align: center;">ft</div>
SNOW HAULING RATE (SHR): $SHR = ADTM / WSH \%$ SHR: _____ / _____ = _____ %	

MUNICIPALITY SUBMITTED BY	
NAME	TITLE

MDOT APPROVED BY	
NAME	TITLE

DEFINITIONS

Total Width of Snow Hauling (WSH): Total width of the roadway, parking lanes, and sidewalks from which snow will be removed during snow hauling operations.

Width of Area Designated for Traffic Movement (ADTM): The portion of the highway right-of-way that is intended for traffic movement. The ADTM does not include parking lanes, sidewalks, or buffer areas that are part of the right-of-way.

Sample Calculation

Total road right-of-way is 66 feet, which includes three 12-foot lanes, two 8-foot parking lanes, and 7 feet of sidewalk and buffer space on each side of the roadway. No snow will be hauled from the area beyond the sidewalks.

WSH: 66 feet

ADTM: 36 feet

Snow Hauling Rate: $36 \text{ feet (ADTM)} / 66 \text{ feet (WSH)} = 55\%$



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 09/23/2024

DEPT: SPECIAL SERVICES - PARKS AND GOLF DIVISION

RE: RESURFACING OF THE FARMINGTON HILLS GOLF CLUB CART PATH -
EXTENSION OF AGREEMENT

ADMINISTRATIVE SUMMARY

- In March of 2024, an invitation to bid (ITB) was issued through the Michigan Inter-Governmental Trade Network (MITN) e-procurement system for the 2024/2025 Asphalt Replacement Program. The bid was awarded to BSI Paving.
- The cart paths will be rebuilt on holes 1,2 and 9 completely, with curbing where appropriate. The remaining cart paths on the front 9 will get an asphalt overlay where needed and approved prior to the work.
- Please note that pricing for the project is an extension of the current contract pricing, however due to the site location, an increased mobilization cost was proposed for staging, specialized equipment rental and shuttling asphalt to the off-road site. City staff have confirmed that this price is competitive and meets current industry standards.
- Funding for this project is budgeted through the Special Services Capital Improvement Fund.

RECOMMENDATION

- IT IS RESOLVED, the City Council authorize the City Manager to issue a purchase order for the extension of the agreement with BSI Paving for the resurfacing of the Farmington Hills Golf Course Cart Path in the estimated amount, not to exceed, \$200,000.00.

Prepared by: Jim Priebe, Golf Course Supervisor
Reviewed by: Michelle Aranowski, Director of Central Services
Reviewed by: Ellen Schnackel, Director of Special Services
Approved by: Gary Mekjian, City Manager



11 Mile Ct

11 Mile Ct

Farmington Hills Golf Club

Farmington Hills Golf Club

Halsted Road Pond

Interch...



**CITY MANAGER’S REPORT TO
MAYOR AND COUNCIL**

DATE: 09/23/24

DEPT: SPECIAL SERVICES

RE: AS NEEDED CONTRACTOR FOR MAINTENANCE, REPAIR AND EMERGENCY POOL SERVICES

ADMINISTRATIVE SUMMARY

- The Costick Center pool and the Heritage Park Splash Pad are both operating beyond their life expectancy. In addition to those two systems, we also manage The Hawk Farmington Hills Community Center pools, where Baruzzini Contracting LLC was the subcontractor for the installation. There have been constant emergency repairs needed to keep both the Costick Center pool and Heritage Park Splash Pad operational. The city currently has a blanket purchase order for as needed pool repairs with Baruzzini Contracting LLC.
- The Heritage Park Splash Pad required a new chemical controller and sand filters to be able to open for the 2024 summer season. That repair cost \$12,032.00 and put our blanket over the \$10,000 threshold with Baruzzini Contracting LLC.
- With high demand for contractors and a decline in available pool maintenance contractors, the city has relied on and been serviced well in emergency situations by Baruzzini Contracting LLC.
- The recommended vendor, Baruzzini Aquatics, a division of Baruzzini Contracting LLC, is our primary vendor for as needed pool services for The Hawk Farmington Hills Community Center, the Costick Center, and the Heritage Park Splash Pad. Baruzzini Aquatics has provided excellent delivery reliability and customer service to keep our pools open to the public as much as possible.
- Funding for the as needed pool services is budgeted and available in the Special Services Aquatics Budget.

RECOMMENDATION

- In view of the above, it is recommended that City Council authorize the City Manager to issue a purchase order for as needed contractor for maintenance, repair and emergency services to Baruzzini Aquatics, a division of Baruzzini Contracting LLC, in the estimated annual amount of \$20,000.

###

Prepared by:	Brian Moran, Deputy Director of Special Services
Reviewed by:	Michelle Aranowski, Director of Central Services
Department Approval:	Ellen Schnackel, Director of Special Services
Executive Approval:	Gary Mekjian, City Manager



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 09/23/2024

DEPT: POLICE DEPARTMENT

RE: AWARD OF BID FOR TACTICAL VESTS AND PLATES FOR PUBLIC SAFETY

ADMINISTRATIVE SUMMARY

- This bid was publicly advertised and competitively bid on the Michigan Inter-Governmental Trade Network (MITN) e-procurement system. Sealed bids were opened on June 12, 2024. Notification was sent to two hundred sixty-three (263) vendors (including eighty-five (85) vendors that hold the classification of minority owned, woman owned, veteran owned, disabled, disadvantaged or service disabled) with six (6) vendors responding.
- The City of Farmington Hills Fire Department requires the purchase and delivery of approximately 30 (thirty) ballistic vests with a NIJ Level III SA rating with plate carriers along with a set of plates for NIJ Level IV SA rating for each carrier. This adjustable vest/carrier will be utilized for operations that demand extra protection from high caliber rifle threats. In addition, the Farmington Hills Police Department requires the purchase of approximately 30 (thirty) NIJ Level IV stand alone plates and carriers to be utilized for operations that demand extra protection from high caliber rifle threats.
- Five (5) randomly selected Police officers sampled three (3) of the qualified ballistic vests. The officers varied in size, stature, and gender. The items were evaluated for quality of product, design, weight, ease of operation and comfort. Each officer filled out an evaluation for each vest sample. After the review, the officers selected the vest/carrier offered by Princip Defense LLC.
- Pincip Defense LLC. met all the specifications for the items requested. For a value added benefit, the vendor offered 30% off the manufacturer list price for non-contracted items. They are also willing to hold their pricing for six (6) years. In addition, the warranties offered by Princip Defense LLC. meet or exceed the minimum required.



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

- Funding for this equipment purchase is budgeted in the Police Department Federal Forfeiture account and the Fire Department Capital account.

RECOMMENDATION

IT IS RESOLVED, the City Council authorize the City Manager to issue a purchase order for Tactical Vests and Plates for Public Safety to the lowest, most qualified bidder, Princip Defense LLC. in the estimated amount of \$71,000.00 (\$31,000.00 for the Police Department and \$40,000.00 for the Fire Department) with one or more administration approved extension not-to-exceed a total of five (5) additional years.

###

Prepared by: Mark Kelley, Sergeant, Police Department
Reviewed by: Michelle Aranowski, Director of Central Services
Reviewed by: Jeff King, Police Chief
Reviewed by: Jon Unruh, Fire Chief
Approved by: Gary Mekjian, City Manager



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

City of Farmington Hills
 Bid tabulation
 Bid #itb-fl-23-24-2460
 Tactical Vests and Plates for Public Safety
 Opened 6/12/2024

RECOMMEND FOR AWARD

ITEMS	QTY	Allie Brothers Uniforms Livonia, MI		Michigan Police Equipment Co. Charlotte, MI		Bound Tree Medical, LLC. Dublin, OH		Princip Defense LLC Mt. Pleasant, SC		Body Armor Outlet LLC Salem, NH		Officer Survival Solutions (OSS) Medina, OH	
		Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
Plates	30	\$500.00	\$15,000.00	\$498.00	\$14,940.00	\$439.70	\$13,191.00	\$480.00	\$14,400.00	\$339.38	\$10,181.40	\$430.00	\$12,900.00
Make & Model		GH Armor 406-1913		GH Armor 406-1913		Armor Express: Highcom Guardian plate-4S17 NIJ 0101.06 certified stand alone level IV Plate (plthbaguard127)		Princip Defense LV4P-1003		HighCom Guardian 4S17		Longfri Technologies Model 183302	
Tactical Vest	30	\$1,500.00	\$45,000.00	\$1,292.76	\$38,782.80	\$988.40	\$29,652.00	\$550.00	\$16,500.00	\$576.00	\$17,280.00	\$275.00	\$8,250.00
Make & Model		GH Armor PH4.M Tactical Covers PH4-Vest EX02 Panels only PH4-CMB-EX02 Cumberbund Panels		GH Armor as specified PH4.M with ID's with Ethos IIIA EX02 with PH4-CMB-EX02-IIIA		Armor Express: Hard core FE Molle EX LG, Black, for Bravo Panels -FMS Dynamic Cumberbund-Ballistic (1pair) -ID tags (2) -Bravo FMS Level IIIA Ballistic Panel Male		Princip Defense TDV9-BOD-1V2		BAO Tactical Falcon Plate Carrier. Includes two FIRE RESCUE tags (front & back) for each carrier.		Condor Model MOPC. With pair of soft side panels	
TOTAL			\$60,000.00		\$53,722.80		\$42,843.00		\$30,900.00		\$27,461.40		\$21,150.00
ADDITIONAL DISCOUNT FOR NON-CONTRACT ITEMS													
		Brand	% Discount off MFG. List Price	Brand	% Discount off MFG. List Price	Brand	% Discount off MFG. List Price	Brand	% Discount off MFG. List Price	Brand	% Discount off MFG. List Price	Brand	% Discount off MFG. List Price
			NONE LISTED		NONE LISTED	Bound Tree Medical Ballistic Category	28%	Princip Defense LLC	30%	BAO Tactical	12%	Longfri Technology Level IIIA Fast Combat Helmet	10% Discount. Normally \$499
Warranty		Plates: 5 years Vest: 18 months IIIA Armor: 18 months Soft Body Armor: 5 Years		Plates: 5 years Vest: 18 months IIIA Armor: 18 months Soft Body Armor: 5 Years		Plates: 5 years Vest: 18 months IIIA Armor: 18 months Soft Body Armor: 5 Years		Plates: 10 years Vest: 2 years IIIA Armor: 5 years Soft Body Armor: 5 Years		Plates: 10 years Vest: 2 years IIIA Armor: 18 months Soft Body Armor: 5 Years		Plates: 5 years Vest: 18 months IIIA Armor: 18 months Soft Body Armor: 5 Years	
Prices listed herein will increase % each year beginning at the second year of award.		5%		NONE LISTED		Direct pass through of increase provided by manufacturer		0%		12%		2.5%	

Bid notification was sent to 263 vendors.



**CITY MANAGER'S REPORT TO
MAYOR AND COUNCIL**

DATE: 09/23/2024

DEPT: FIRE DEPARTMENT

RE: AWARD OF EXTENSION OF PURCHASE OF BALLISTIC HELMETS

ADMINISTRATIVE SUMMARY

- Previously, in March of 2023, an invitation to bid (ITB) was issued through the Michigan Inter-Governmental Trade Network (MITN) e-procurement system for Uniforms and Related Accessories. The bid was awarded to Allie Brothers.
- The Federal Emergency Management Agency (FEMA) suggest that firefighters be outfitted with ballistic protection in hopes of saving more lives when responding to shootings and other critical incidents.
- The Farmington Hills Fire Department will have ballistic vest and are requesting to purchase helmets to have available for staffed positions on each apparatus to utilize when responding to scenes of violence.
- Funding for this project is budgeted through the Fire Department Capital Improvement Fund.

RECOMMENDATION

- IT IS RESOLVED, the City Council authorize the City Manager to issue a purchase order for the extension of the agreement with Allie Brothers for the purchase of ballistic helmets in the estimated budgeted amount \$20,000.00.

###

Prepared by: Jason Olszewski, Deputy Fire Chief
Reviewed by: Michelle Aranowski, Director of Central Services
Reviewed by: Jon Unruh, Fire Chief
Approved by: Gary Mekjian, City Manager



**CITY MANAGER'S REPORT TO
MAYOR AND COUNCIL**

DATE: 09/23/2024

DEPT: DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

RE: AWARD OF EXTENSION OF PURCHASE OF SOFTWARE FOR PLAN REVIEW

ADMINISTRATIVE SUMMARY

- A solicitation for Technology Product Solutions and Related Services was advertised, publicly opened and ready aloud by Cobb County, Georgia in August of 2022. The awarded contract with Carahsoft Technology Corporation is offered to the City of Farmington Hills as a cooperative bid. Participating in a cooperative purchase provides cost savings for the City due to the buying power of a cooperative.
- Carahsoft Technology Corporation maintains a robust catalog of manufacturer, services, and reseller partners. e-PlanSoft is one of the many partners and is the leading provider of electronic plan review software.
- The purchase of e-PlanREVIEW from e-PlanSoft will facilitate the next step in moving from a hybrid of paper and electronic submissions for building permits to all electronic review of building permits/building construction plans. E-PlanReview is a cloud-based collaborative platform. It will replace the printing, shipping, and storage needs for paper plans and allow for electronic communication during all stages of the permitting process.
- Funding for this expense will be paid out of the Capital Technology Fund. Costs include setup and training of staff.

RECOMMENDATION

- IT IS RESOLVED, the City Council authorize the City Manager to issue a purchase order for the purchase of software, e-PlanREVIEW for building construction plan review from e-PlanSoft in the amount of \$25,250.00.

###

Prepared by: Charmaine Kettler-Schmult, Director of Planning and Community Development
Reviewed by: Michelle Aranowski, Director of Central Services
Approved by: Gary Mekjian, City Manager

**MINUTES
CITY OF FARMINGTON HILLS
FARMINGTON HILLS CITY COUNCIL
CITY HALL – COMMUNITY ROOM
SEPTEMBER 9, 2024 – 6:00PM**

The study session meeting of the Farmington Hills City Council was called to order by Mayor Rich at 6:00pm.

Council Members Present: Aldred, Boleware, Bridges, Bruce, Dwyer, Knol, and Rich

Council Members Absent: None

Others Present: City Manager Mekjian, City Clerk Lindahl, Directors Aranowski, Harvey, Rushlow and Schnackel, Senior Engineer Gushard, and City Attorney Morita

DISCUSSION ON THE ORCHARD LAKE ROAD AND 696 GATEWAY RENDERINGS

This agenda item was a continuation of the August 12, 2024 study session discussion on this topic, when Council had requested visual materials to better understand the project’s cope, including aerial photos and details about landscaping and signage.

OHM Consultant Ben Weaver presented updated visuals, including aerials, of the 696/Orchard Lake Road intersections.

Discussion included conversation about font selection, the potential inclusion of the arches, and concerns about long-term brand consistency:

- Renderings now showed only the text FARMINGTON HILLS, without the arches. The wall serving as a backdrop to the signage is now straight.
- The sign will be identical at both the entrance and exit ramps and will offer aesthetic appeal year-round using diverse landscaping, and internally lit letters.
- Four different font choices were offered. There was no overwhelming enthusiasm for any of the four fonts presented this evening, although a preference emerged for a font that was bold, clean, and easy to read. The words “Farmington” and “Hills” should have more space between them. Of the choices presented this evening, Sweet Sans Pro font worked best with the arches.
- After seeing these latest renderings, Council revisited the idea of including the arches in the design. Even if the logo should change, the arches are a simple design that works well with several fonts and provides visual interest.
- Of the choices presented this evening, Sweet Sans Pro font worked best with the arches.
- There was shared hesitation about making a long-term investment only to find the design irrelevant or in need of change shortly thereafter. Council discussed the possibility of adding the arches later if deemed appropriate, after the initial installation of the letters and landscaping.
- Timing is critical. MDOT permits can take up to 8 months, but in this case initial conversations have begun, and the goal is to submit 70% complete design plans to MDOT within the next few weeks. The target is to have the project ready for bidding by December, with hopes of starting construction in the spring. MDOT will be putting their landscaping in at that time.

- Council requested mock-ups of the letters.
- Regarding landscaping, MDOT has a pre-existing landscape plan, and is unwilling swap certain tree species, but they are open to moving trees to more strategic locations. The goal is to ensure that the landscaping complement the signage rather than obstructs it. Since tree species cannot be swapped, this plan will require some changes to maintain uniformity in the landscaping.
- MDOT's contractor is willing to handle some rough grading to prepare the area before completing their work, which helps ensure minimal disruption to the site. However, the contractor will not be responsible for planting; that will need to be outsourced to a third party.
- The budget for the project will need to include future maintenance costs. Maintenance plans and permits will be integrated into the final approval process.

Mayor Rich summarized that there is consensus to move ahead with this project, keep the arches in the design, use the Sweet Sans Pro font, and put more space between "Farmington" and "Hills."

Council noted that this is a once-in-a-lifetime opportunity, and the design needs to be right.

DISCUSSION ON PAYMENT FOR DIVERSITY, EQUITY & INCLUSION CONSULTING TO LIFE'S JOURNEY

This agenda item was a continuation of the August 12, 2024 study session discussion on this topic, when Council had requested qualitative and quantitative data points. Secondly, the City Attorney had provided a confidential memo, as mentioned at the August 12 meeting.

Director of DEI Harvey led the discussion regarding qualitative and quantitative data.

- Quantitative data collection has been limited, as the city's Human Resources (HR) system, NEOGOV, is not yet fully set up to track important demographic factors such as race, veteran status, and disability. These data points will become available once NEOGOV is fully operational. The system will allow for voluntary disclosure of this information, similar to processes used in universities.
- Qualitative data includes surveys regarding new hire orientations, which have received 97% positive feedback.
- Lunch and Learn sessions provide education on various topics, such as financial literacy and mental health awareness, in addition to cultural themes like Hispanic Heritage Month. These sessions have received positive feedback from staff.
- The NEOGOV system will be fully operational by early next year.
- While quantitative data is currently limited, the city is also focusing on gathering qualitative feedback. Part of the strategic plan includes setting up mechanisms for ongoing staff feedback, instead of relying solely on three-year assessments.
- Council was concerned that the problem being addressed by the contract was undefined, and that measurable results were not being reported. There was a lack of clear pre-and post-data to justify the expense involved, especially when some of the work could be done in-house.
- Director Harvey explained that pre-data referred to feedback from focus groups and staff surveys conducted before her arrival. The main issues identified included a lack of trust in leadership, a feeling of exclusion among staff of color, and outdated policies, such as the six-month leave policy. The strategic plan was developed based on these insights, and while some solutions are being implemented, it is still too early to gather post-data to assess the results. Reassessment will occur once more of the strategic plan has been executed, at which point further steps can be taken to identify areas needing improvement.

Discussion on payment for DEI consulting to Life's Journey

- Council expressed a desire to review and reconsider the remaining items on the table. After discussion, the consensus of Council appeared to be to move forward with payment for \$109,600, as this was a contractual agreement for work that had taken place. There was no consensus to pay other outstanding items where the work had not yet been completed and where some of the work could take place in-house. Council also expressed dissatisfaction with the billing detail.
- After discussion, consensus appeared to support negotiation with Life's Journey relative to the payments being requested, with the City Manager and legal team handling the negotiation. A motion will be offered during regular meeting to reflect this direction.
- Council Member Dwyer said he would support paying the \$109,600, but he would not support paying anything else. In general, he believed there was a lack of oversight over outside contracts, and suggested the Mayor appoint a 3-member board to review consulting contracts

DISCUSSION ON ORDINANCE ALLOWING DOGS IN PARKS

Special Services Director Schnackel led this discussion, which was a continuation of the April 22, 2024 study session discussion on this topic, and when Council had reached consensus to allow dogs at Pioneer Park, provided they are on leashes, similar to the rules at Founders Sports Park.

Three key changes were proposed to the ordinance, as reflected in the draft ordinance amendment provided to Council: defining what constitutes a service animal (to distinguish it from emotional support animals), formalizing the rules for the William Grace Dog Park, and officially allowing dogs in Pioneer Park.

The ordinance amendment will be brought to the next regular Council meeting (after tonight) for approval, along with an amended Facility Use Policy

ADJOURNMENT

The study session meeting adjourned at 7:23pm.

Respectfully submitted,

Carly Lindahl, City Clerk

MINUTES
CITY OF FARMINGTON HILLS
CITY COUNCIL MEETING
CITY HALL – COUNCIL CHAMBER
SEPTEMBER 9, 2024 – 7:30 PM

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

Council Members Present: Aldred, Boleware, Bridges, Bruce, Dwyer, Knol and Rich

Council Members Absent: None

Others Present: City Manager Mekjian; City Clerk Lindahl; Directors Aranowski, and Brockway, Police Chief King, Fire Chief Unruh and City Attorney Morita

PLEDGE OF ALLEGIANCE

Boy Scouts led the pledge of allegiance.

APPROVAL OF REGULAR SESSION MEETING AGENDA

MOTION by Knol, support by Bruce, to approve the agenda with the removal of item #7. Recommended approval of the temporary polling location change for Precinct 12 from Woodcreek Elementary School to the Costick Activities Center for the November 5, 2024 General Election.

MOTION CARRIED 7-0.

PROCLAMATION RECOGNIZING SEPTEMBER 2024 AS NATIONAL SUICIDE PREVENTION MONTH

The following proclamation was read by Councilmember Bruce and accepted by Bernard K. Hooper, Chief Administrative and Corporate Compliance Officer at Oakland Community Health Network.

**PROCLAMATION
National Suicide Prevention Month
September 2024**

WHEREAS, September is known as National Suicide Prevention Month and is intended to help raise awareness surrounding suicide prevention resources available in the community; and,

WHEREAS, World Suicide Prevention Day is observed on Sept. 10; and,

WHEREAS, suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and,

WHEREAS, according to the Centers for Disease Control and Prevention (CDC), more than 48,000 people died by suicide in 2021; and,

WHEREAS, in 2021, suicide was among the top 9 leading causes of death for people ages 10-64 and the second leading cause of death for people ages 10-14 and 20-34; and,

WHEREAS, organizations like the National Alliance on Mental Illness and National Suicide Prevention Lifeline, 988, work to help individuals in crisis and provide resources to shed light on this highly stigmatized topic; and,

WHEREAS, every member of our community should understand that throughout life's struggles we all need the occasional reminder that we are all silently fighting our own battles; and,

WHEREAS, Oakland Community Health Network (OCHN) is committed to being a Zero Suicide organization and cultivate a network of providers who are engaged in the Zero Suicide philosophy.

NOW, THEREFORE, BE IT RESOLVED that I, Theresa Rich, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby proclaim September 2024 as **National Suicide Prevention Month** in the City of Farmington Hills. I encourage community members to increase awareness and understanding of suicide prevention, and the need for appropriate and accessible services to assist individuals in crisis.

PROCLAMATION RECOGNIZING SEPTEMBER 2024 AS NATIONAL RECOVERY MONTH

The following proclamation was read by Councilmember Aldred and accepted by Bernard K. Hooper, Chief Administrative and Corporate Compliance Officer at Oakland Community Health Network.

**PROCLAMATION
National Recovery Month
September 2024**

WHEREAS, according to the Substance Abuse and Mental Health Services Administration (SAMHSA), in 2022, 17.3% of Americans (or 48.7 million people) 12 years or older, were classified as having a substance use disorder, including 29.5 million people who were classified as having an alcohol use disorder and 27.2 million people who were classified as having a drug use disorder; and,

WHEREAS, according to the Centers for Disease Control and Prevention (CDC) over 107,000 overdose deaths occurred in the U.S. in 2023; and,

WHEREAS, substance use recovery is important for individual well-being, as well as for families, friends, communities, and businesses; and,

WHEREAS, Oakland Community Health Network (OCHN) continues to educate and raise awareness of the risks and potential harm associated with prescription drug misuse; and,

WHEREAS, stigma and stereotypes associated with substance use disorders often keep people from seeking treatment that could improve their quality of life; and,

WHEREAS, substance use disorders occur when the re-current use of alcohol and/or other drugs cause clinically or functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home; and,

WHEREAS, substance use disorder recovery is a journey of healing and transformation, enabling people to live in a community of their choice while striving to achieve their full potential.

NOW, THEREFORE, BE IT RESOLVED that I, Theresa Rich, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby proclaim September 2024 as **National Recovery Month** and call upon our community to increase their awareness and understanding of substance use disorders and the need for appropriate and accessible services to promote recovery.

Bernard K. Hooper, Chief Administrative and Corporate Compliance Officer at Oakland Community Health Network, thanked City Council for the two proclamations, and gave brief remarks regarding OCHN, which serves 29,000 individuals in Oakland County, helping people live their best life, and fighting the stigma around behavioral health and substance use disorders.

ANNOUNCEMENTS/PRESENTATIONS FROM CITY BOARDS, COMMISSIONS AND PUBLIC OFFICIALS

Breast Cancer Awareness Shirts and Firefighters Charity Fund

Fire Chief Unruh and Sergeants Rob Chevrette and Kevin Steen presented this year's Breast Cancer Awareness Shirts to Council and presented information regarding the Firefighters Charity Fund.

Breast Cancer Awareness Shirts

Every year, career firefighters design new shirts for Breast Cancer Awareness, and the firefighters wear them both on-duty and off-duty through the month of October. Funds raised from shirt sales go directly to the Corewell Health foundation, covering medical bills, co-pays, and wigs for cancer patients. Over the past 11 years, they have raised more than \$30,000 for breast cancer support.

Shirts can be purchased online, with options for T-shirts, long-sleeves, and sweatshirts.

Firefighters Charity Fund

In January 2023, the Farmington Hills Firefighters Charity Fund was established as a 100% volunteer-run 501(c)(3) organization. The goal is to provide additional support to Farmington Hills residents, including:

- Feeding Seniors with hand-delivered full turkey meals during the holidays, with donations from Meijer, Kroger, and partnering with Teresa Jurgovich at the City's Senior Center.
- Winter Weather Warm-up, which provides kits filled with essentials like flashlights, lanterns, and blankets for residents during winter outages.
- After the Fire, which provides temporary housing and essentials for victims of house fires when Red Cross is unavailable.
- Beyond the Call, which enables firefighters to offer immediate financial assistance to individuals in need during emergencies.

- Heroes on Wheels, a program which will be launched in the coming months, and which will provide new bikes and helmets to underprivileged children with a donation from Guardian Bikes.
- Fundraising: Over the past 18 months, the Fund has donated over \$12,000 to various charities, including the Muscular Dystrophy Association, CARES Food Pantry, and Bluestone Children's Center.
- Raffles, approved by Council, have raised over \$5,000 for the charity.

Council thanked the firefighters for their good work.

SMART Presentation

Utilizing a PowerPoint presentation, Daniel Whitehouse, Vice President of Paratransit and On-Demand Services for SMART, and Amy Wiles, project consultant, gave a detailed presentation about the current state and future plans for public transportation services in Farmington Hills.

The discussion began with an overview of SMART's efforts to improve transit accessibility and efficiency, particularly for seniors and people with disabilities. The presentation focused on proposed adjustments to the current bus and Flex services, which provide on-demand rides within designated zones. SMART emphasized the importance of keeping local transportation effective while balancing community needs with budget constraints.

Specifically, a year ago Oakland County passed a transit millage, allowing the County to fully opt into public transit services. Partnering with Michael Baker International, SMART has been reviewing its overall system, including fixed routes, paratransit, and microtransit (also known as flex services). The goal is to assess where routes need improvement through review of current ridership, and to get public input through a series of public engagement activities, including listening to those who would ride, or ride more often, if services were improved. A second public engagement session is beginning next week and will end September 30, after which a Draft Mobility Study will be produced, with a Final Study and public hearings scheduled in 2025, followed by a timeline for implementation.

Thus far, the priorities from public engagement have emphasized reliability, amenities, frequency, customer service, and coverage. Two projected scenarios focused on improving on-time performance and efficiency, customer service, and connections and quality of life, through increased frequency and increased coverage.

Proposed SMART changes will impact the Farmington/Farmington Hills area in a number of ways, including added routes where need is greatest, and reduced routes where ridership is very low. Any changes are still a year away and are still open to public input. Any time a route is removed, another alternative route is available.

Route scenarios were discussed in detail, and route scenarios and surveys are available, and comments can be made. at www.smarter-mobility.org.

Council questions and discussion

- Council was especially concerned where there was a reduction in services, such as Flex Service in the north. This change could negatively impact seniors and people with disabilities, particularly those needing to book same-day medical appointments.

Response: The decision to reduce the Flex Zone was based on ridership data collected over the last 10 years. Most ridership occurs below 12 Mile Road, so the zone was proposed to be concentrated there to improve efficiency. Expanding the zone slightly to the east and west (covering areas like Meijer and Costco) opens new opportunities for riders outside city limits. By reducing the Zone, the goal is to improve turnaround times for ride requests, currently around 20-22 minutes, though the goal is 15 minutes. The smaller Zone should increase efficiency.

- Council also discussed the challenges of getting from Farmington Hills to downtown Detroit using public transportation.

Response: There is no direct service currently, but residents can use options like driving to park-and-ride locations on Woodward Avenue or using future rapid bus routes along 8 Mile Road to connect downtown. While not a perfect solution, these routes are being considered as ways to ease travel into the city for events and outings.

- Regarding connections to the Orchard Ridge Campus of Oakland Community College, where one bus route is proposed to be removed, SMART has been in discussions with OCC and plans to improve frequency and on-time performance by adjusting the 12-mile route.
- Regarding access to the Detroit Metropolitan Airport, currently SMART offers bus routes that connect to the airport, but these require multiple transfers. Although the ride is available seven days a week, it's not a direct route. SMART representatives acknowledged that improvements could be made. They also discussed how the Flex service is designed to help connect people to fixed bus routes, not necessarily to be used for long-distance trips like airport transfers.
- Safety concerns were also brought up regarding bus stops near high-traffic areas, such as Grand River Avenue near the Corewell Health facility. People getting off the bus at this location must cross six lanes of traffic without a signal, which poses a significant safety risk.

Response: SMART representatives agreed that this is an issue that needs to be addressed, and they are open to collaborating with the city and MDOT to explore solutions like safer crossings or rerouting options, though costs are a consideration.

- Council and SMART discussed the placement of benches along 12 Mile Road. Benches are available, but are not located next to bus stops, which makes them less useful for riders. SMART representatives assured the Council that they would look into coordinating with MDOT to make sure the benches and bus stops are aligned. Additionally, SMART is conducting a bus shelter analysis of over 6,000 stops to assess what amenities are needed and when ridership levels should trigger new features like shelters and technology. This is a systematic approach to improving rider experience based on data.

Public engagement

- The public is encouraged to visit www.smartermobility.org
- Three in-person meetings are scheduled:
 1. Bloomfield Hills (tomorrow)
 2. Romulus (Wednesday)

3. Shelby Township (Thursday).
- Two online meetings are scheduled for September 18th and September 24th.

Summary

Council asked the SMART representatives to provide data specific to Farmington Hills reflecting total ridership, frequency of use per rider, and frequency of use per route.

Council asked how SMART was communicating with current riders. Mr. Whitehouse explained that advertisements about the changes have been placed on all buses, and drivers are informing riders of potential changes. If a decision is made to remove a route, public hearings will be heard first. Focus groups can be held in Farmington Hills, if requested. Most likely this could be scheduled in 2025 when the Final Study will be discussed.

Council invited SMART representatives to attend the Senior Wellness Fair on October 1, 2024 to gather information and input from seniors regarding SMART proposals and changes.

CORRESPONDENCE

Council Member Aldred received comments regarding reduced hours at the pool at the Hawk; the City Manager had provided feedback relative to lack of availability of part-time staff and lifeguards, a situation that is not unique to Farmington Hills.

CONSENT AGENDA

MOTION by Boleware, support by Aldred, to approve consent agenda items #8 through #19 as read.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, BRIDGES, BRUCE, DWYER, KNOL AND RICH
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

MOTION by Knol, support by Bruce, to approve consent agenda item #20 as read.

Roll Call Vote:

Yeas: ALDRED, BRIDGES, BRUCE, DWYER, KNOL AND RICH
Nays: NONE
Absent: NONE
Abstentions: BOLEWARE

MOTION CARRIED 6-0-0-1.

CONSENT AGENDA ITEMS FOR DISCUSSION

There were no items removed for discussion.

COUNCIL MEMBERS' COMMENTS AND ANNOUNCEMENTS

- Council Member Aldred: 23rd Annual Patriots Day Ceremony on September 11 at Riley Park in downtown Farmington. The event honors the American Legion Police Officer and Firefighter of the Year.
- Council Member Boleware:
 - Library Extravaganza on Sunday, September 15th, at 12 Mile Road Library, from 1:00pm to 5:00pm. Event will include food trucks, live music, curling, games, and giveaways. The Library will be accepting seed donations for the Seed Library.
 - Congratulations to Rev. Dr. Patricia Coleman-Burns and First African Methodist Episcopal Church of Farmington Hills as they celebrate their 9th anniversary.
- Mayor Pro-Tem Bridges provided an update on the Mission and Vision Committee for the City's Future. The Committee is working with the Mayor and City Manager to develop a scope of services and request for proposals from qualified consultants. Updates will be provided as the committee progresses.
- Council Member Dwyer: Reported on the 30th annual police and fire golf outing and silent auction held by the Farmington Hills Police and Fire Benevolent Association on September 6. The event, which took place at the Links of Novi, has raised nearly a million dollars over the years to support the families of police and fire department officers and staff in the Tri-County area. Dwyer thanked Fire Chief Unruh and Fire Chief King and the volunteers who ran the event, and mentioned recent contributions made by the Association.
- Mayor Rich:
 - Expressed satisfaction regarding the reopening of 11 Mile Road and the resultant positive impact on travel.
 - Highlighted teal ribbons on City Hall campus for Ovarian Cancer Awareness Month and recognized her own mother's survival.
 - Congratulated Nissan on a successful "Cars and Coffee" event, which was well-attended and enjoyable.
 - Recognized Mary Bonner for surviving an aortic aneurysm and her efforts to raise awareness through a walk to be held on September 21st at Ascension Providence Hospital.
 - Praised the Friendship Circle for their successful walk for friendship, which appeared to surpass its goal of raising a million dollars.
 - Addressed ongoing issues with non-emergency police phone lines, including recent issues with AT&T and Telnet Mattel. The Mayor reassured the public that efforts are being made to resolve the issues and improve communication protocols.

CITY MANAGER UPDATE

City Manager Mekjian provided the following update:

- City is continuing to receive concerns relative to the ongoing SiFi installation. This is an ongoing issue, and the City is working with SiFi and their underground contractor.
- City is continuing to have some service hiccups with Priority Waste and is working through operational issues.
- The Farmington Hills open house is Saturday, October 5th, from 12pm to 3pm on the City Hall campus.

UNFINISHED BUSINESS

**CONSIDERATION OF PAYMENT FOR DIVERSITY, EQUITY & INCLUSION CONSULTING TO LIFE'S JOURNEY
IN AN AMOUNT NOT TO EXCEED OF \$200,600. CMR 9-24-79**

MOTION by Bridges, support by Boleware, that the City Council of Farmington Hills hereby approves the City Manager in conjunction with the City Attorney's office to negotiate a final payment on the DEI contract in the amount which does not exceed the amount determined by the City Manager to be reasonable and which in no case will exceed the current billing.

Council Member Dwyer said he would not support the motion, as he had indicated during the study session on this matter.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, BRIDGES, BRUCE, KNOL AND RICH

Nays: DWYER

Absent: NONE

Abstentions: NONE

MOTION CARRIED 6-1-0-0.

- There will be plenty of parking for all attendees on the property with two food trucks
- The applicant is expecting approximately 2,500 participants
- There will be two (2) 10x10 tents on site with tables and chairs
- The applicant has not asked for assistance from the Police Department and there are no issues with emergency vehicle access
- There shall be no parking within 20' of any tent
- Egress shall be maintained throughout the building
- Fire lanes shall not be blocked or restricted
- All applicable permits shall be applied for through the Building Department
- The event shall comply with minimum Fire Prevention Code requirements

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, BRIDGES, BRUCE, DWYER, KNOL AND RICH
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF ADOPTION OF THE 2023 OAKLAND COUNTY HAZARD MITIGATION PLAN. CMR 9-24-80

MOTION by Boleware, support by Aldred, that the City Council of Farmington Hills hereby approves and adopts The Oakland County Hazard Mitigation Plan.

IT IS FURTHER RESOLVED, that the Farmington Hills Emergency Manager will supervise the implementation of the Plan's recommendations, as they pertain to Farmington Hills, operating within the funding limitations provided by the Farmington Hills City Council and other sources.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, BRIDGES, BRUCE, DWYER, KNOL AND RICH
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF SETTING A PUBLIC HEARING DATE OF OCTOBER 14, 2024, FOR THE VACATION OF REXWOOD STREET AND MULFORDTON STREET FROM GREENING STREET TO HIGHVIEW AVENUE, AND A PORTION OF FORDSON ROAD, EAST OF GREENING STREET, IN SECTION 2. CMR 9-24-81

**CITY OF FARMINGTON HILLS
PUBLIC RIGHT-OF-WAY VACATION
RESOLUTION NO. R-184-24**

At the City Council meeting of the City of Farmington Hills, Oakland County, State of Michigan, held at the City Council Chambers on the 9th day of September, 2024, at 7:30 o'clock P.M.,

with those present and absent being.

PRESENT: ALDRED, BOLEWARE, BRIDGES, BRUCE, DWYER, KNOL, AND RICH
ABSENT: NONE

The following resolution was offered by Councilmember Boleware and supported by Councilmember Aldred :

WHEREAS, a request has been received by the City Council seeking the vacation, discontinuance or abolition of the following public rights-of-way located within and subject to the jurisdiction of the City of Farmington Hills:

See Legal Description attached - Exhibit A

WHEREAS, the Council has considered such request and has determined to proceed thereon in accordance with Chapter 26, Article I, Sec. 26-4, City Code of Farmington Hills.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Council deems it advisable to vacate, discontinue or abolish the above.
2. That the Council will meet and hear objections, if there are any, to such vacation, discontinuance or abolition on the 14th day of October, 2024, at 7:30 o'clock, p.m. at a meeting held in the City Council Chambers.
3. That the City Clerk is hereby directed to publish notice of such meeting in accordance with the City Code, Chapter 26, Article I, Sec. 26-4.

AYES: ALDRED, BOLEWARE, BRIDGES, BRUCE, DWYER, KNOL, AND RICH
NAYS: NONE
ABSENT: NONE
ABSTENTIONS: NONE

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

RECOMMENDED APPROVAL OF AWARD OF CONTRACT FOR THE WOODCREEK HILLS SUBDIVISION CULVERTS REPLACEMENT PROJECT TO SUPERIOR CONTRACTING GROUP IN THE AMOUNT OF \$3,509,534.27. CMR 9-24-83

MOTION by Boleware, support by Aldred, that the City Council of Farmington Hills hereby approves the WoodCreek Hills Subdivision Culverts Replacement Project be awarded to the lowest competent bidder, Superior Contracting Group of Almont, Michigan, in the amount of \$3,509,534.27; and

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

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, BRIDGES, BRUCE, DWYER, KNOL AND RICH
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF AWARD OF CONSULTANT FOR THE CORRIDOR STUDY – 12 MILE ROAD & ORCHARD LAKE ROAD TO COMMUNITY ATTRIBUTES INC. IN THE AMOUNT OF \$149,000. CMR 9-24-84

MOTION by Boleware, support by Aldred, that the City Council of Farmington Hills hereby authorizes the City Manager to issue a purchase order to Community Attributes Inc. of Seattle, WA. in the amount of \$149,000 for the Consultant for the Corridor Study – 12 Mile Road & Orchard Lake Road.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, BRIDGES, BRUCE, DWYER, KNOL AND RICH
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF PURCHASE AND TRAINING OF TWO CANINES FOR THE POLICE DEPARTMENT TO SHALLOW CREEK KENNELS, INC. IN THE AMOUNT OF \$18,000 AND OAKLAND COMMUNITY COLLEGE-PATROL DOG ACADEMY IN THE AMOUNT OF \$10,000. CMR 9-24-85

MOTION by Boleware, support by Aldred, that the City Council of Farmington Hills hereby authorizes the purchase and training of two canines for the Police Department to Shallow Creek Kennels, Inc. in the amount of \$18,000 and to Oakland Community College-Patrol Dog Academy in the amount of \$10,000.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, BRIDGES, BRUCE, DWYER, KNOL AND RICH
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF PURCHASE OF FLEET VEHICLES WITH LUNGHAMER FORD FOR ELEVEN VEHICLES IN THE AMOUNT OF \$550,785; TODD WENZEL BUICK GMC FOR FOUR VEHICLES IN THE

**AMOUNT OF \$142,735; AND BERGER CHEVROLET FOR EIGHT VEHICLES IN THE AMOUNT OF \$403,540.
CMR 9-24-86**

MOTION by Boleware, support by Aldred, that the City Council of Farmington Hills hereby authorizes the City Manager to issue purchase order(s) as follows:

- 1) To Lunghamer Ford for eleven (11) vehicles in the amount of \$550,785.
- 2) To Todd Wenzel Buick GMC for four (4) vehicles in the amount of \$142,735.
- 3) To Berger Chevrolet for eight (8) vehicles in the amount of \$403,540.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, BRIDGES, BRUCE, DWYER, KNOL AND RICH
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

**RECOMMENDED APPROVAL OF AWARD OF BID FOR THE PURCHASE OF ONE 10-YARD DUMP TRUCK
CHASSIS TO WOLVERINE FREIGHTLINER IN THE AMOUNT OF \$148,544.00. CMR 9-24-87**

MOTION by Boleware, support by Aldred, that the City Council of Farmington Hills hereby authorizes the City Manager to issue a purchase order to Wolverine Freightliner located in Mt. Clemens, Michigan, in the amount of \$148,544.00 for the purchase of one (1) 10-yard dump truck chassis.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, BRIDGES, BRUCE, DWYER, KNOL AND RICH
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

**RECOMMENDED APPROVAL OF AWARD OF BID FOR GENERATOR MAINTENANCE CONTRACT TO
ANCONA CONTROLS, INC. IN THE AMOUNT OF \$12,125.00 FOR ONE YEAR, WITH APPROVED
EXTENSIONS. CMR 9-24-88**

MOTION by Boleware, support by Aldred, that the City Council of Farmington Hills hereby authorizes the City Manager and City Clerk to execute a contract and issue purchase orders to Ancona Controls, Inc. of Wixom Michigan for Generator Maintenance in the amount of \$12,125.00 for one year, with one or more administrative approved extensions not-to-exceed a total of five (5) additional years.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, BRIDGES, BRUCE, DWYER, KNOL AND RICH
Nays: NONE

Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF CONTRACTS FOR SNOW AND ICE CONTROL ANTI-ICING FLUIDS TO CHLORIDE SOLUTIONS AND TO LIQUID CALCIUM CHLORIDE SALES IN THE AMOUNT NOT-TO-EXCEED THE ANNUAL BUDGETED AMOUNT WITH APPROVED EXTENSIONS. CMR 9-24-89

MOTION by Boleware, support by Aldred, that the City Council of Farmington Hills hereby authorizes the City Manager to approve the required contracts and purchase orders to Chloride Solutions for beet juice additive and to Liquid Calcium Chloride Sales for corrosion inhibitor in the amount not-to-exceed the annual budgeted amount with one or more administration approved extensions not-to-exceed a total of four (4) years.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, BRIDGES, BRUCE, DWYER, KNOL AND RICH
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF CITY COUNCIL SPECIAL STUDY SESSION MEETING MINUTES OF AUGUST 12, 2024.

MOTION by Boleware, support by Aldred, that the City Council of Farmington Hills hereby approves the city council special study session meeting minutes of August 12, 2024.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, BRIDGES, BRUCE, DWYER, KNOL AND RICH
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF CITY COUNCIL REGULAR MEETING MINUTES OF AUGUST 12, 2024.

MOTION by Knol, support by Bruce, that the City Council of Farmington Hills hereby approve the city council regular meeting minutes of August 12, 2024.

Roll Call Vote:

Yeas: ALDRED, BRIDGES, BRUCE, DWYER, KNOL AND RICH
Nays: NONE
Absent: NONE
Abstentions: BOLEWARE

MOTION CARRIED 6-0-0-1.

ADDITIONS TO AGENDA

There were no additions to the agenda.

PUBLIC COMMENTS

Mayor Rich reviewed the process and rules relative to public comment.

Angie Smith, Farmington Hills resident and School Board Member, organizes monthly meetings held at City Hall for participants throughout the Tri-County area, and noted that visitors were impressed by the beauty and quality of the building. Ms. Smith highlighted the excellence of the local police and fire departments. Ms. Smith expressed gratitude for the city's support during a recent fire at Wood Creek Elementary and appreciated the collaborative efforts to ensure student safety.

Keith Harris expressed concerns about a resident who has referred to Black men as a threat and has made unsettling comments to local police officers. He emphasized the importance of mending relationships and ensuring that all community members feel safe and respected by law enforcement, and he expressed support for a constructive approach to improve interactions and build trust.

CITY ATTORNEY REPORT

The City Attorney report was received by Council.

ADJOURNMENT

The regular session of City Council meeting adjourned at 8:51PM.

Respectfully submitted,

Carly Lindahl, City Clerk