



The City of Ferndale

Agenda

City Council Meeting

MONDAY, MAY 24, 2021 @ 7:00 PM

Please click the link below to join the webinar:

[https://us02web.zoom.us/j/83510354125?
pwd=emlBS2hYT2Q2VGptb1lnVTN2NEJ1UT09](https://us02web.zoom.us/j/83510354125?pwd=emlBS2hYT2Q2VGptb1lnVTN2NEJ1UT09)

Passcode: FERNDALE

Webinar ID: 835 1035 4125

Or Telephone:

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US: +1 929 436 2866 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900
6833 or +1 253 215 8782 or +1 346 248 7799

-
1. PLEDGE OF ALLEGIANCE
 2. ROLL CALL
 3. APPROVAL OF AGENDA
 4. ELECTRONIC MEETING PROCEDURES
 5. PRESENTATION
 - 5.A [Introduction of New City of Ferndale Team Members](#)
 - 5.B [Affirmations LGBT Community Center Update by Development and Communications Manager Kyle Taylor](#)
 - 5.C [Presentation of City Council's Guidance for Public Participation Policy](#)
 6. **CALL TO AUDIENCE** Strict half-hour; excess of half-hour immediately prior to Call to Council. Time Limitations for Public Comments - Call to Audience 3 minutes - Public Hearings 3 minutes - Regular Agenda Items 3 minutes
 7. **CONSENT AGENDA**

- 7.A Approval of the Minutes of the Regular Council Meeting held May 10, 2021, as submitted City Clerk
- 7.B Approval to Purchase Public Audience Chairs for Council Chambers, in the Amount of \$21,027, as Submitted by Director of Special Events & Projects
- 7.C Approval to Pay CN Grand Trunk Western \$9,310.00 for Railroad Crossing Signal Maintenance, the Expense to be Charged to Major Streets Fund, Traffic Services, Account Number 202-476-775, as submitted by DPW Interim Director
- 7.D Approval to Purchase Mosquito Tablets from Clarke in the Amount of \$9,155.52, the Expense to be Charged to the Water Fund, Operating Supplies, Account Number 592-000-740, as Submitted by DPW Interim Director
- 7.E Approval to Purchase Replacement Mowers From Billings Lawn Equipment in the Total Amount of \$25,198.32, the Expense to be Charged to General Fund, Capital Outlay - Vehicles, Account Number 101-750-977.500, as Submitted by Interim DPW Director
- 7.F Approval of the Replacement of a Bard Wall-Pack Air Conditioning Unit at Hilton Road Pump Station by Rolls Mechanical, for \$10,860.00, with the Expense Charged to Water Sewer Fund, Repair and Maintenance, 592-000-775.000, as Submitted by DPW Facilities Manager
- 7.G Approval of Resolution Proclaiming June 4 as National Gun Violence Awareness Day in the City of Ferndale, as Submitted by Mayor Piana
- 7.H Approval to Backfill One Dispatch Position Left Open Due to the Recent Resignation of a Dispatcher, as Submitted by Human Resources Director
- 7.I Approval to Backfill the DPW Director Position and Enter Into an Agreement with GovHR to Conduct a National Search for our Next DPW Director, at a Cost Not to Exceed \$20,500, as Requested by the Human Resources Director
- 7.J Approval of the Attached Changes to the Collective Bargaining Agreement Between the City of Ferndale and the Fraternal Order of Police Labor Council (FOPLC), for the Period of July 1, 2021 Through June 30, 2025, as Submitted by Human Resources Director
- 7.K Approval to Purchase an Air Monitor from PID for Fire Department Hazardous Atmosphere Operations, for a Cost of \$3,822.00, as Submitted by the Fire Chief
- 7.L Approval of the Resolution Declaring June 2021 as Gay Pride Month, and Approval to Display the Rainbow Flag Outside of Ferndale City Hall from June 1 Through June 30, 2021, as Sponsored by Councilmember Greg Pawlica
- 7.M Approval of Resolution Proclaiming May 15 - June 15, 2021 as Tourette Syndrome Awareness Month in the City of Ferndale, as Sponsored by Mayor Pro Tem Leaks-May
- 7.N Approval of the Bills and Payrolls as Submitted by the City Manager's Office and Subject to Review by the Council Finance Committee

8. REGULAR AGENDA

- 8.A Confirmation of the Appointment of Erin Molnar to the Parks and Recreation Commission for a Term Ending December 31, 2024, and the Appointment of Toly Ashkenazi to the Downtown Development Authority Board for a Term Ending May 24, 2025
- 8.B Consideration of the Memo of Understanding Between Common Ground and the Ferndale Police Department
- 8.C Consideration of a Contract with Davey Resource Group for Urban Forestry Services in the Amount of \$42,700, as Submitted by Sustainability Planner
- 8.D Approval of the 2021 Ferndale Dream Cruise Sponsorship Agreement Between the City of Ferndale and GTB (Agent for Ford Motor Company)

9. CALL TO COUNCIL

10. ADJOURNMENT



May 24, 2021

City Manager

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Joseph Gacioch
SUBJECT: Introduction of New City of Ferndale Team Members

SUGGESTED ACTION
N/A

Agenda Item Category
Operational Item

Agenda Item Deadline Date
2021-05-10

Item Description

Traditionally, new staff members appointed to public-facing positions would be introduced to City Council and the community at a Council meeting. In lieu of in-person meetings, staff would like to introduce our new team members publicly during a virtual Council meeting.

The City Clerk's office will introduce our new Deputy Clerk Hira Khan. Hira started with the City Clerk's office in February 2021.

The Sustainability Planner will introduce our new Zero Waste Manager, Claire Dion. Claire started with the Community and Economic Development Department in April 2021.

The Human Resources Director will introduce our new Pension Specialist Emanuel Robinson. Emanuel started with the Human Resources Department in May, 2021.

Item Background

The Human Resources Department has managed several ongoing recruitments over the past year. Current job opportunities can be viewed on the City's website: <https://www.ferndalemi.gov/jobs>.

Item Costs
N/A

GL#

N/A

CIP#

N/A

Additional Notes

ATTACHMENTS:



May 24, 2021

City Manager

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Michael Lary

SUBJECT: Affirmations LGBT Community Center Update by Development and Communications Manager Kyle Taylor

SUGGESTED ACTION

No Action Required

Agenda Item Category

Other

Agenda Item Deadline Date

2021-05-19

Item Description

Affirmations Development and Communications Manager Kyle Taylor will provide an update on the LGBT community center's current programming and upcoming events.

Item Background

Affirmations LGBT community center has been the hub for southeast Michigan's LGBTQ communities and their allies for the last 30 years, providing a welcoming space where people of all sexual orientations, gender identities and expressions, and cultures can learn, grow, socialize, and access the vital support they need.

Item Costs

n/a

GL#

n/a

CIP#

n/a

Additional Notes

ATTACHMENTS:



May 24, 2021

City Manager

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Joseph Gacioch

SUBJECT: Presentation of City Council's Guidance for Public Participation Policy

SUGGESTED ACTION

No action needed.

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2021-06-14

Item Description

Mayor Piana and Councilmember James present the City's first public participation guidance policy, "Discourse with Dignity: Guidelines for Public Bodies Meeting Participation." The policy was developed to promote inclusive public participation during board and commission meetings by outlining the public comment process, creating guidelines for dignified discourse and behavior, and ensuring that all people have the opportunity to be heard and are given the respect and space to do so.

Item Background

City Council and other public meetings are meant to be safe, welcoming spaces for all. The Mayor and City Council members encourage attendance and participation by the community and welcome diverse and inclusive speech: commentary, questions, matters of public awareness, dissenting views, and more.

To ensure that people feel comfortable engaging with our Mayor, City Council, and public meeting presiding officers--in an environment free from disruption and intimidation--Mayor Piana and Councilmember James convened a working task group and collaborated with staff to create a set of guidelines that promote thoughtful community participation. The result is the City's first participation guidance policy, "Discourse with Dignity: Guidelines for Public Bodies Meeting Participation." The policy follows the frameworks of City Council's Rules of Procedure and Robert's Rules of Order for Parliamentary Procedure, with updated language for modern procedures and ease of understanding.

The policy will be made available in City Council Chambers as well as digitally. Going forward, all public

meeting participants are respectfully asked to follow these guidelines and create a safe space for all to engage.

Item Costs

N/A

GL#

N/A

CIP#

N/A

Additional Notes

ATTACHMENTS:

[V2 Ferndale Discourse With Dignity_052421.docx](#)

Guidelines for Public Bodies Meeting Participation

Welcome to the City of Ferndale! Whether you're attending a meeting of City Council, or a board or commission ("public body"), first and foremost we are glad to have you here. We value public engagement above all else, and we welcome your respectful participation.

To ensure that Ferndale public bodies' meetings run smoothly and effectively and that every person has the chance to be recognized and heard, the City's public bodies follow Ferndale City Council's Rules of Procedure and Robert's Rules of Order, most recent version, as amended. The City has also prepared the following information to help you understand how and when to participate effectively.

To communicate with City Council and City officials between meetings, or if you're unable to attend meetings in person, please reach out to City Council at ferndalecitycouncil@ferndalemi.gov, or the City Manager's Office, City Manager Joseph Gacioch, at jgacioch@ferndalemi.gov or 248-546-2360.

Public Comment Procedure

When to Make a Public Comment

Depending on the public meeting, there can be multiple opportunities for public comment.

1. Call to Audience
Council has set aside a strict 30-minute period for people to speak on any topic. Each person wishing to speak may do so for up to three minutes. If there are still persons interested in addressing Council after 30 minutes, the Mayor or presiding officer shall reopen Call to Audience immediately prior to Call to Council. Speakers should not expect Council members to remark on or respond directly to their comments during the meeting. The Mayor or presiding officer may request that the City Manager's Office follow up after the meeting or provide additional information to Council at a later date.
2. Public Hearings
During a scheduled required public hearing, the Mayor or presiding officer will open public comment at the conclusion of staff's overview or presentation and persons may speak on the matter for up to three minutes.
3. Regular Agenda Items
After a motion is made and seconded, the Mayor or presiding officer shall allow public comment on the agenda item for up to three minutes.

How to Make a Public Comment

- Approach the podium during the public comment opportunity that best fits your comment and begin by providing your name and street name or address.
- Speak clearly into the microphone. Many public meetings are recorded and/or broadcast live, and digital viewers/listeners deserve to hear your comments. City staff will assist if you need accommodations to access the microphone.
- Direct your comments to the Mayor or presiding officer, not directly to City staff, other speakers, or residents.
- Each person's public comments are limited to three minutes per agenda item. Residents requested a clock timer to assist with time limits, which is now in use in City Council Chambers. Additionally, the Mayor or presiding officer will let you know when you've reached your limit.
- If you wish to submit written information, you may provide a copy to the City Clerk and/or other City staff as directed. Please ask for permission before approaching the dais (the table at the front of the room where the Council or commission or board is seated).
- You may speak once on each issue.
- You may not share or relinquish any remaining time to another speaker.

Discourse with Dignity

We ask all attendees to review and follow these points to ensure discourse with dignity for all.

1. Participation from traditionally underserved and unheard-from voices is encouraged, and we are committed to making our spaces safe for these community members to be heard.
2. Remember that some audience members or speakers may be attending their first public meeting or may feel uncomfortable speaking publicly, and their voices deserve to be heard. Please be respectful.
3. Disorderly conduct from the audience that disrupts or disturbs the meeting* is not allowed; all participants deserve the opportunity to hear the meeting without interference by others.
4. Abusive language, threats, bullying, and personal attacks shall not be permitted, and such language may be ruled out of order by the Mayor or presiding officer.
5. For productive conversation, comments should address issues, not people; e.g. I'm bothered by this plan because... versus insulting or name-calling.

The Mayor or presiding officer has the authority to enforce the Rules of Procedure. Individuals who engage in disorderly conduct or disturb the public meeting may be ruled out of order by the Mayor or presiding officer. If a person continues to be disorderly and disrupt the public meeting, they may be asked to leave the meeting or the Mayor or presiding officer may request a recess of the public meeting to restore order and allow the business of the public body to proceed.

We at the City of Ferndale believe in the rights of all people to exercise their First Amendment right to free speech while maintaining dignity in our public meetings. Thank you for helping us to achieve this important balance.

*What is disorderly conduct and disturbing the peace?

City of Ferndale Code of Ordinance, Sec 12-63, Disturbing The Peace

It shall be unlawful for any person to disturb, tend to disturb, incite or aid in disturbing the public peace by loud, violent, tumultuous, offensive or obstreperous conduct, or to make or participate in making any unreasonable noise or disturbance riot or breach of the peace, or to engage in any illegal or unreasonable act, and no person shall knowingly permit any such conduct upon any premises owned or possessed by him or under his control.

City of Ferndale Council Rules of Procedure V. Citizen Participation, Disorderly Conduct at Meetings

Persons addressing the Council shall make responsible comments and refrain from making personal, impertinent, slanderous or profane remarks. The Chair may call to order any person who is being disorderly by speaking when not recognized by the Chair or otherwise disrupting the proceedings by failing to be germane, by speaking longer than the allotted time, or by speaking vulgarities. Such persons shall be seated until the Chair shall have determined whether the person is in order. If the person shall continue to be disorderly and disrupt the meeting, the Chair may order the Police Department to remove the person from the meeting.



May 24, 2021

City Clerk

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Marne McGrath

SUBJECT: Approval of the Minutes of the Regular Council Meeting held May 10, 2021,
as submitted City Clerk

SUGGESTED ACTION

Approve the minutes of the regular Council meeting held May 10, 2021, as submitted by City Clerk.

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2021-05-24

Item Description

Minutes of the regular Council meeting held May 10, 2021, are presented for Council's consideration and approval.

Item Background

Item Costs

GL#

CIP#

Additional Notes

ATTACHMENTS:

[2021 05 10 Council Minutes.docx](#)



The City of Ferndale

Minutes

City Council Meeting

MONDAY, MAY 10, 2021 @ 7:00 PM

Held electronically via Zoom

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL

Council Member James attending from Ferndale MI
Mayor Pro-Tem Leaks-May attending from Ferndale MI
Council Member Mikulski attending from Ferndale MI
Council Member Pawlica attending from Ferndale MI
Mayor Piana attending from Ferndale MI

3. APPROVAL OF AGENDA

Moved by Mikulski, seconded by James to approve agenda to add Commissioner Cavell 5A and moved Consent Items 8E and 8F to the Regular Agenda

AYES: James, Leaks-May, Mikulski, Pawlica, and Piana

NAYS: None

4. ELECTRONIC MEETING PROCEDURES – City Attorney Christ summarized the electronic meeting procedures noting that virtual meetings will continue through June 30, 2021

5. PRESENTATION

5.A Oakland County Commissioner Cavell

Commissioner Cavell thanked Mayor Piana for her assistance with the fair housing initiative, noted the ARP rules came out and that Oakland County will receive \$243,000,000 which has yet to be allocated but some possible uses being discussed are childcare, infrastructure, and government innovation, and announced that 55% of Michigan residents have been vaccinated and that the State projects dispersing 400,000 vaccinations per week moving forward

5.B [Presentation of the Police Department's Transparency Dashboard](https://portal.arxcommunity.com/dashboards/community/mi-ci-ferndale-pd)
<https://portal.arxcommunity.com/dashboards/community/mi-ci-ferndale-pd>

Police Chief Emmi presented an overview of the Police Department's Transparency Dashboard

6. CALL TO AUDIENCE Strict half-hour; excess of half-hour immediately prior to Call to Council. Time Limitations for Public Comments - Call to Audience 3 minutes - Public Hearings 3 minutes - Regular Agenda Items 3 minutes

Sheri asked a series of questions about the agenda item to purchase new chairs for the Council Chambers

7. PUBLIC HEARING

7.A [Consideration of a Conditional Rezoning and Special Land Use for 397 E Breckenridge](#)

Mayor Piana opened the public hearing at 7:47pm

Sustainability Planner Quetell introduced noting the request is to conditionally rezone the property to R3 from R2 to allow for more density and the Special Land Use is required for the townhouse model

Mayor Piana opened the floor to the public at 8:15pm

Dave remarked that he researched cities nationwide noting he found no place that would permit a five unit development on a one home lot and suggested the City be more strategic in future master land use planning

Matt Poniatowski, who lives near the proposed development, expressed his concern that the project is too big for the lot

Melissa. Poniatowski asked for consistent communications on the project if it does move forward

Emily Obert noted she doesn't have strong feelings on this particular development but that she is concerned that this design limits accessibility for those preferring to age in place

Bernie Frazier indicated he had an issue with the hand raising feature and had to log out three times and that he attempted to speak during call to audience

DiClemente noted her concern about alley access, parking impact, greenspace, and that the signatures she saw were not those of residents living near the development

Mayor Piana closed the floor to comments from the public at 8:24pm

Moved by Leaks-May seconded by Pawlica to approve the conditional rezoning and special land use for 397 E Breckenridge, as submitted by Community & Economic Development Department

AYES: James, Leaks-May, Pawlica, and Piana

NAYS: Mikulski

Mayor Pro-Tem commented on the lack of accessibility in the project, and Council Member James noted this type of housing is needed but not a win for accessibility

8. CONSENT AGENDA

- 8.A Approval of the Minutes of the Regular and Special Meetings held April 26, 2021, as submitted by City Clerk
- 8.B Approval of the Proclamation Designating May 17-23 as National Public Works Week, as Submitted by the City Manager
- 8.C Approval to Adopt a Resolution to Recommend Qualified Licensees for Ferndale Social District, as submitted by DDA Executive Director
- 8.D Approval for the display of the Juneteenth flag from June 14, 2021 through June 21, 2021 outside the Ferndale City Hall building in recognition of Juneteenth Celebration, to be held on Saturday, June 19, 2021, as Submitted by the Director of Special Events
- 8.E Approval of a Special Event Permit for Gravity Art Fair & Skate Park Contest, to be Held on Saturday, June 12, 2021, and Approval for the Director of Parks & Recreation to Sign the Agreement Between Reveal Productions and Ferndale Parks & Recreation, as submitted by the Director of Special Events
- 8.F Approval of a Special Event Permit for The Front Porch, to be Held on Saturday, June 26, 2021, as Submitted by the Director of Special Events
- 8.G Approval to Backfill One DPW Laborer Position Left Vacant Due to the Separation of a DPW Laborer, and One New DPW Laborer Position Approved in the New Budget, as Submitted by the Human Resources Director
- 8.H Approval of an Agreement with Giffels Webster to Produce a Boundary Survey for Wilson Park and a Topographical Study Within the Park in the Amount of \$8,900, and Authorization for the Parks and Recreation Director to Sign the Agreement, as Submitted by the Parks and Recreation Director
- 8.I Approval of a Proposal from Xpert Lawn and Snow, Inc. for Landscaping and Property Maintenance Services for Execution of Community Standards Resulting from Code Enforcement Activities, as Presented by the Assistant Building Official
- 8.J Consideration of a Revised Easement Between the City of Ferndale and the Owner of 946 Pinecrest, as submitted by CED Director
- 8.K Approval for Department of Public Works Deputy Director to Sign Lead Service Line Replacement & Service Line Materials Verification Program Contract Documents, as Submitted by DPW Deputy Director
- 8.L Approval of the Bills and Payrolls as Submitted by the City Manager's Office and Subject to Review by the Council Finance Committee

Moved by Pawlica seconded by Mikulski to approve the Consent Agenda as presented

AYES: James, Leaks-May, Mikulski, Pawlica, and Piana
NAYS: None

9. REGULAR AGENDA

9.A [Consideration of Construction Closeout Payment to Colasanti in the Amount of \\$180,178, to be Paid from the Auto Parking Fund](#)

Moved by Mikulski seconded by James to approve the final change order in the amount of \$180,178, to be paid from the Auto Parking Fund, as submitted by City Manager

AYES: James, Leaks-May, Mikulski, Pawlica, and Piana
NAYS: None

9.B [Approval to Purchase Replacement Public Audience Chairs for Council Chambers, in the Amount of \\$20,197, as Submitted by Director of Special Events & Projects \(Moved from Consent Agenda\)](#)

No action was taken

9.C [Approval of Annual Stainless Steel Cleaning and Polishing at The dot Parking Structure by Future Fabricating for \\$5,629.00, with the Expense Charged to Parking Fund, Contractual Services, 585-000-818.000, as Submitted by DPW Facilities Manager \(Moved from Consent Agenda\)](#)

Moved by Leaks-May seconded by Mikulski to approve the Annual Stainless Steel Cleaning and Polishing at The dot Parking Structure by Future Fabricating for \$5,629.00, with the Expense Charged to Parking Fund, Contractual Services, 585-000-818.000, as Submitted by DPW Facilities Manager

AYES: James, Leaks-May, Mikulski, Pawlica, and Piana
NAYS: None

10. CALL TO COUNCIL

Communications Director Sokol announced that the department rolled out an email based community newsletter from the Mayor, content will change monthly, and that interested parties could subscribe at News and Announcements section of the City website

CED Director Twardy thanked the 59 residents who applied to volunteer on the Master Land Use Plan steering committee and announced the committee was still seeking a member under 18

Finance Director Stubblefield announced on May 24 the delinquent amounts for code, water, and taxes will roll over to the tax rolls

Parks and Recreation Specialist Johnson announced drive in movies at the High School parking lot, register now online and noted summer camp will be running late June through August at reduced

capacity, and provided park construction updates

Police Chief Emmi reminded that it was National Law Enforcement Memorial Week, noting there have been 367 law enforcement officers who passed in the line of duty last year and that COVID-19 deaths were included which accounts for the large increase, noted that due to COVID the department is following the national model to have the in person memorial service on October 13, and noted the kindness of Ofc. Wiacek after he responded to the theft of a bicycle from a drive through restaurant

Fire Chief Robinson announced burn permit applications are now available through the City website and thanked Council and Oakland County for bringing the vaccine clinic to Ferndale

DDA Director Stevens provided an update on the launch of the PATIO zones and noted the 9 Mile and Allen seating area has been completed

City Manager Gacioch noted the adopted budget is posted on the City website

Council Member James talked about COVID vaccinations noting how stressful the last 14 months have been and how much less stress she felt two weeks after her second vaccination but acknowledged not everyone can be vaccinated, and called upon all adults able to be vaccinated to do so in order to protect other community members

Council Member Mikulski noted May is Mental Health Awareness Month and that 1 in 5 people will experience a mental health crisis, indicated there were a wealth of resources on the Oakland County website, and spoke on the poison bait boxes near City buildings and facilities are not anticoagulant agents used in the past

Mayor Pro-Tem Leaks-May extended her condolences to the Urban family of Apple Fritter on a recent family loss and read the DPW Appreciation Week Resolution

Council Member Pawlica passed his condolences to the Urban family and noted DPW would be planting new trees on Hilton this week

Mayor Piana spoke on HB 4722, a bill on removing the ability of municipalities to regulate short term rentals and if passed would preempt our local ordinance, reiterated the lower COVID caseload and vaccination rates are reasons to hope for an end to the pandemic and noted she patronized the PATIO zone over the weekend and was pleasantly surprised

11. ADJOURNMENT – 10:21pm

Melanie Piana, Mayor

Marne McGrath, City Clerk



May 24, 2021

City Manager

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Michael Lary

SUBJECT: Approval to Purchase Public Audience Chairs for Council Chambers, in the Amount of \$21,027, as Submitted by Director of Special Events & Projects

SUGGESTED ACTION

Approve the purchase of audience chairs for Council Chambers, in the amount of \$21,027, the expense to be charged to Account # 296-000-977-000, as submitted by Director of Special Events & Projects.

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2021-05-05

Item Description

Due to the aging Council Chamber chairs, we are recommending the purchase of 100 upholstered and padded wood-framed audience chairs. The purchase would include a variety of styles/sizes to accommodate our diverse audience, as recommended by the Ferndale Accessibility & Inclusion Advisory Commission, including:

- *Forty with arms
- *Forty armless
- *Twenty oversized

Item Background

The audience chairs in City Council Chambers are aging and experiencing weakened wood-frame separations. Since 2017, we have lost over thirty chairs, several of which broke with audience members sitting in them. It has become a safety concern.

A total of three competitive quotes were acquired, with best pricing offered by National Business Furniture at \$190.07 (arm and armless) and \$231.57 (oversized) per chair. Price includes government discount and lifetime guarantee, less wear and tear.

The recommendation is to purchase New Castle series contemporary chair due to the constructed durable solid maple frame and Matrex seat suspension for long-term comfort. Solid wood frame has a

five-step hand-rubbed finish, open back construction for easy cleaning, and transitional design.

Item Costs

The total cost for one-hundred audience chairs is \$21,027.

GL#

PEG Fund, Account Number 296-000-977-000

CIP#

N/A

Additional Notes

Product information and competitive bids attached.

ATTACHMENTS:

[Council Chamber Chairs Info.pdf](#)

[NBF_Warranty.pdf](#)



NATIONAL BUSINESS FURNITURE

Quote # QM537888 (v2)

National Business Furniture, LLC

770 South 70th Street Milwaukee, WI 53214
phone (800) 558-1010 x3548 fax: (800) 329-9349

Ship-To Address *mlary@ferndalemi.gov*

MICHAEL LARY
DIRECTOR OF SPECIAL EVENTS/PROJECTS
CITY OF FERNDALE
300 E 9 MILE RD
FERNDALE, MI 48220
(248) 546-2361

Source: 99
Cat: 46
Cust#: BT4113

Bill-To Address *mlary@ferndalemi.gov*

SAME

Item #	Qty	Description	Options	Lead Time	Catalog Price	Discount Price	Total Merch
53664	40	Armless Guest Chair	Color Not Specified	1-2 Wks	\$229.00	\$190.07	\$7,602.80
53665	40	Fabric Guest Chair w/Arms	Color Not Specified	1-2 Wks	\$229.00	\$190.07	\$7,602.80
75169	20	Oversized Fabric Guest Chair	Color Not Specified	1-2 Wks	\$279.00	\$231.57	\$4,631.40

Important Information:

DELIVERY LEVEL - TAILGATE DELIVERY, YOU WILL NEED PERSONNEL OR EQUIPMENT TO LOWER THE ITEMS FROM THE TRUCK AND BRING THEM INSIDE. PLEASE CONTACT US IF INSIDE DELIVERY IS REQUIRED

*****NAVY & WOOD FINISH? ******

Pricing is based on items and quantities quoted. Any changes will affect quoted price.

Price reflects quoted discount, valid for 90 days from 4/16/2021, with the exception of dated sales and promos.

Sales Tax will be included only for shipments into locations where we are registered to collect sales tax. Customer may be liable for self-assessment if shipment is into a location where we are not registered to collect tax. If you feel any taxes are charged in error, please make sure we have received the proper exemption documentation. All documentation will be reviewed to ensure it meets state & local requirements prior to removing any taxes.

Need a copy of our W-9? Please visit our website at:
<https://www.nbf.com/Customer-Services/FAQs/Duns-and-Federal-Tax-Identification-Numbers>

Merchandise	\$23,900.00
Total Discount	4,063.00
Merchandise Subtotal	19,837.00
Shipping & Handling	1,190.00
Subtotal	21,027.00
Total Tax	0.00
Order Total	\$21,027.00

Customer PO#: **Quoted By:** CHARMAINE CAMERON **Ext:** 3548 **On:** 04/16/21 Page 1

The New Castle series contemporary chair is constructed with a durable solid maple frame and Matrex seat suspension for long term comfort. Solid wood frame has a five-step hand-rubbed finish. Open back construction for easy cleaning. Sophisticated transitional design and hand rubbed wood finish.



New Castle Fabric Guest Chair with Arms

Item#: 53665

Brand: NBF Signature Series

Collection: New Castle

Dimensions and Weight:

Dimensions: 22.5"Wx26"Dx31.5"H

Seat Dimensions: 19.5"Wx18"Dx19"H

New Castle Fabric Armless Guest Chair

Item#: 53664

Brand: NBF Signature Series

Collection: New Castle

Dimensions: 22.5"Wx26"Dx31.5"H

Seat Dimensions: 19.5"Wx17.5"D



New Castle Oversized Fabric Guest Chair

400 lb. Capacity

Item#: 75169

Brand: NBF Signature Series

Collection: New Castle

Durable Matrex seat suspension

Dimensions: 24.5"Wx26"Dx31.5"H

Seat Dimensions: 21.5"Wx18"Dx18.5"H




Arm Dimensions: 26"H

Quote #QN141245

Thank you for the opportunity to Quote this for you. Please let us know if you have any questions by replying to this email. This quote was created by **Patrick Jamison** on May 11th 2021.

Michael Lary
300 E. 9 Mile Rd.
FERNDALE, Michigan 48220

Notes: Hi Michael,
Special project pricing has been applied, and shipping is free. These chairs have an estimated 2-3 week lead time out of CT. We are also happy to accept a PO from your organization. We have net 15 terms. If you would like to proceed please also send over your MI tax exempt form. Please let me know if you need anything else.
-Thank you

	Lenox Open Arm Guest Chair Model: LSR-LW1101G5 Wood Frame Finish: Cherry Upholstery: Grade 2 Archetype Admiral	\$ 267.12 \$ -37.40 \$ 229.72	x 40	\$ 10,684.80 \$ -1,496.00 \$ 9,188.80	
	Lenox Armless Guest Chair Model: LSR-LW1102G5 Wood Frame Finish: Cherry Upholstery: Grade 2 Archetype Admiral	\$ 267.12 \$ -37.40 \$ 229.72	x 40	\$ 10,684.80 \$ -1,496.00 \$ 9,188.80	
	Lenox Oversized Open Arm Guest Chair Model: LSR-LW1601G5 Upholstery: Grade 2 Archetype Admiral Wood Frame Finish: Cherry	\$ 314.16 \$ -43.98 \$ 270.18	x 20	\$ 6,283.20 \$ -879.60 \$ 5,403.60	
				Subtotal	\$ 27,652.80
				Discount	\$ -3,871.60
				Shipping	Free
				Total	\$ 23,781.20

[Proceed To Checkout](#)

About this Quote/Questions?

- If you want to proceed with purchasing this Quote, Please simply click the checkout button above. If you want to make changes to your quote please reply to this email with the changes you'd like to make or Call [888.355.4999](tel:888.355.4999). This quote was created by **Patrick Jamison**
- Pricing is subject to change at any time.
- If you have any questions about your quote request please contact us at info@officechairsusa.com or call us at [888.355.4999](tel:888.355.4999) during Monday- Friday: 8 AM - 5:30 PM Eastern.



K-Log, Inc.
1224 27th St.
P.O. Box 5
Zion, IL 60099

Phone: 800-872-6611
Fax: 847-872-3728

PURCHASER:

Michael Lary

City of Ferndale
City Manager's Office
300 East Nine Mile Road
Ferndale MI 48220

Customer
Phone: 248.546.2361
Fax: 248.274.1087
Email: mlary@ferndalemi.gov

SHIPPING ADDRESS:

Michael Lary
City of Ferndale
City Hall
300 East Nine Mile Road
Ferndale MI 48220




QUOTE

Q21-204923

Page 1 of 1

Customer #: 139154
Quote Date: 5/11/2021
Valid Thru: 6/10/2021

Quote Prepared By:
Armin Hofmann
armin@k-log.com
800-872-6611 Ext: 143

Item	Additional Information	Qty	Your Price	Ext Price
LLS-110 Transitional Wood Frame Armless Guest Chair 	Assembly: Minimal Assembly Ship Via: Truck Normally ships within 10 business days (2 weeks). "Custom" upholsteries normally ship within 15 to 20 business days (3 to 4 weeks). Fabric Color: ---s e l e c t--- Wood Frame Finish: ---s e l e c t---	40	\$227.85	\$9,114.00
LLS-110A Transitional Wood Frame Guest Chair 	Assembly: Minimal Assembly Ship Via: Truck Normally ships within 10 business days (2 weeks). "Custom" upholsteries normally ship within 15 to 20 business days (3 to 4 weeks). Fabric Color: ---s e l e c t--- Wood Frame Finish: ---s e l e c t---	40	\$227.85	\$9,114.00
LLS-160 Transitional Wood Frame Oversized Guest Chair 	Assembly: Minimal Assembly Ship Via: Truck Normally ships within 10 business days (2 weeks). "Custom" upholsteries normally ship within 15 to 20 business days (3 to 4 weeks). Fabric Color: ---s e l e c t--- Wood Frame Finish: ---s e l e c t---	20	\$267.84	\$5,356.80

SHIPMENT DETAILS

Typically Ships From	Ship Method	Weight
Bloomfield, CT 06002	XPO	3300 lbs
Tailgate Delivery (Customer is responsible for removing the items from the back of the truck.) Includes 24 Hour Advanced Notice Appointment Scheduling.		

Sales Tax Status:
Non-Taxable

Tax Exempt ID:
38-6004610

Sub Total: **\$23,584.80**
Tax: **\$0.00**
Shipping: **\$1,199.58**
Total: **\$24,784.38**

We are pleased to submit the above quotation for your consideration. All quotations are contingent upon the availability of materials and all other causes beyond our control. Typographical errors are subject to correction. PLEASE NOTE: Prices and shipping charges are for the models and quantities listed. Shipping charges are for standard dock to dock tailgate delivery unless otherwise indicated. Thank you! Armin ext. 143



NATIONAL BUSINESS FURNITURE

Quote # QM537888 (v2)

National Business Furniture, LLC

770 South 70th Street Milwaukee, WI 53214
phone (800) 558-1010 x3548 fax: (800) 329-9349

Ship-To Address *mlary@ferndalemi.gov*

MICHAEL LARY
DIRECTOR OF SPECIAL EVENTS/PROJECTS
CITY OF FERNDALE
300 E 9 MILE RD
FERNDALE, MI 48220
(248) 546-2361

Source: 99
Cat: 46
Cust#: BT4113

Bill-To Address *mlary@ferndalemi.gov*

SAME

Important Information:

NBF WARRANTY

We want to make sure you are satisfied with your purchase.

Our products are covered with a Lifetime Guarantee so you can rest easy knowing we'll take care of your needs. If there are any problems with the quality or workmanship of your purchase, we will adjust, repair or replace the item to your satisfaction.

Normal wear and tear or chairs used 24 hours are excluded. Any modification to the product voids the warranty. Orders over \$15,000, products with electronic components, made-to-order products and certain healthcare products are subject to manufacturer's warranty. Colors and finishes are subject to change without notice.

National Business Furniture
770 South 70th Street | Milwaukee, WI 53214

GSA Schedule Contract Holder: GS-27F-0024V

By: CHARMAINE CAMERON **Ext:** 3548 **On:** 04/16/21



May 24, 2021

DPW

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Dan Antosik

SUBJECT: Approval to Pay CN Grand Trunk Western \$9,310.00 for Railroad Crossing Signal Maintenance, the Expense to be Charged to Major Streets Fund, Traffic Services, Account Number 202-476-775, as submitted by DPW Interim Director

SUGGESTED ACTION

Approve the payment to CN Grand Trunk Western of \$9,310.00 for railroad crossing signal maintenance, the expense to be charged to Major Streets Fund, Traffic Services, Account 202-476-775, as submitted by DPW Interim Director.

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2021-05-20

Item Description

The City of Ferndale pays an annual cost-share of railroad signal crossing maintenance per State of Michigan Statute. The Department of Public Works is requesting approval to pay this year's annual maintenance cost of \$9,310.00.

Item Background

The City of Ferndale shares the annual cost of railroad crossing signal maintenance with CN Grand Trunk Western. This cost-sharing is required by State of Michigan Statute, Railroad Code of 1933, MCL 462.315.

Item Costs

The signal maintenance cost is \$9,310.00

GL#

202-476-775

CIP#

N/A

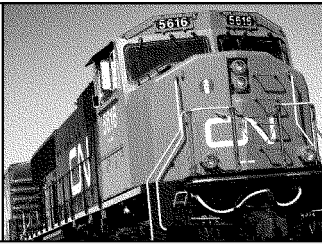
Additional Notes

ATTACHMENTS:

[CN Railroad Crossing Invoice 2021.pdf](#)



GRAND TRUNK WESTERN
 NON-FREIGHT MANAGEMENT
 PO BOX 95361
 CHICAGO IL 60694-5361
 USA



INVOICE

Invoice Number **91573383**
 Page 1 of 1
 Invoice Date (Y/M/D) 2021/05/03
 Charges incurred up to 2021/05
 Customer Number 11106
 CN Reference Number 40108533
 Billing Type Maintenance

ATTN LYOD CURETON
CITY OF FERNDALE
521 E CAMBOURNE
FERNDALE MI 48220
USA

Public Crossing

CN Contract	Detail	Your portion	Amount (USD)
40108533/20	MI SIGNAL & GATES ON MPLE TRACK Period: 2021/05/01 - 2022/04/30 284262R 11.03 HOLLY 11.03 HOLLYCAMBOURNE AVE	100.00%	2,257.00
40108534/20	MI SIGNAL & GATES ON MPLE TRACK Period: 2021/05/01 - 2022/04/30 284263X 11.43 HOLLY 11.43 HOLLYWOODWARD HGTS BLV	100.00%	2,257.00
40108535/20	MI SIGNAL W CANTIL ARMS/GATES MULTI TRK Period: 2021/05/01 - 2022/04/30 284261J 10.81 HOLLY 10.81 HOLLYNINE MILE RD	100.00%	2,398.00
40108747/20	MI SIGNAL W CANTIL ARMS/GATES MULTI TRK Period: 2021/05/01 - 2022/04/30 284259H 10.67 HOLLY 10.67 HOLLYHILTON RD	100.00%	2,398.00

Inquiries
 NFM Collection
 Tel: 1-800-267-9348
 Email: NFMcollection@cn.ca

Total \$ 9,310.00
Amount Due \$ 9,310.00
Payable in USD Funds

Tax ID
 38-3062329



GRAND TRUNK WESTERN
 NON-FREIGHT MANAGEMENT
 PO BOX 95361
 CHICAGO IL 60694-5361
 USA

Invoice Number **91573383**
 Customer Number **11106**
 Invoice Amount (USD) \$ 9,310.00
 Payment Amount \$ _____

Please make your checks payable to
GRAND TRUNK WESTERN
 and return this detachable stub with your payment

Net 30 days, payment due **2021/06/02**
 Interest will be assessed on overdue amounts



May 24, 2021

DPW

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Dan Antosik

SUBJECT: Approval to Purchase Mosquito Tablets from Clarke in the Amount of \$9,155.52, the Expense to be Charged to the Water Fund, Operating Supplies, Account Number 592-000-740, as Submitted by DPW Interim Director

SUGGESTED ACTION

Approve the purchase of mosquito tablets from Clarke in the amount of \$9,155.52, the expense to be charged to the Water Fund, Operating Supplies, Account Number 592-000-740, as submitted by DPW Interim Director.

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2021-05-20

Item Description

This is a request to purchase pesticide tablets used to eradicate mosquito larvae in the prevention of the Wile Nile Virus.

Item Background

Each year, as part of Oakland County's West Nile Prevention Program, the Department of Public Works purchases and places mosquito tablets in all of the City's catch basins. Because the catch basins hold water, they can become breeding grounds for mosquitos; tablets are used to treat the larvae. The tablets are a pesticide derived from a naturally occurring soil organism and commonly used for government mosquito control programs.

Item Costs

The total cost of the mosquito tablets from Clarke is \$9,155.52 and Oakland County will reimburse the City \$2,576.41.

GL#

592-000-740

CIP#

N/A

Additional Notes

ATTACHMENTS:

[2021 Appropriation Letter West Nile - Ferndale.pdf](#)

[Clarke Misquito Tablet Quote.pdf](#)

Leigh-Anne Stafford, Director
(248) 858-1280 | health@oakgov.com

March 24, 2021

Dear Oakland County Municipality,

The 2021 West Nile Virus (WNV) Prevention Reimbursement amount for Ferndale is \$2,576.41.

Requirements for reimbursement are as follows:

- Project Plan due **May 7, 2021**
- Resolution due **June 18, 2021**
- Invoices and Proof of Payment due **August 13, 2021**

Specifics regarding these requirements will be covered during the training event on March 25th, and further questions can be answered by Genessa Doolittle at doolittleg@oakgov.com or by phone at 248-496-4590.

Sincerely,

OAKLAND COUNTY HEALTH DIVISION
Department of Health and Human Services



Leigh-Anne Stafford, M.S.A.
Director



QUOTATION

B City of Ferndale Public Services (004295)
I Dan Harper
L 521 E Cambourne Street
L
T Ferndale, MI 48220-1313
O 248-546-2514
248-546-2521

S City of Ferndale Public Services
H Dan Harper
I 521 E Cambourne Street
P Attn: Dan Harper
T Ferndale, MI 48220-1313
O 248-546-2514

Address ID: 000001

Quotation #	Quote Date	Salesperson	Written by	Valid to
0002025771	03/22/21	Chris Novak	Laura Phillips	12/31/21

Delivery Method	Terms
United Parcel Post	Net 30 Days

Item #	Item Description	Qty Ordered	Unit Price	Extended Price
11850	NATULAR XRT TABLET US EPA Current Label	11 cs	832.3200/ cs	9,155.52
Order total				9,155.52
Total				9,155.52

* For your convenience we also accept Visa and MasterCard

Clarke will charge applicable sales taxes unless a valid exemption certificate is Emailed to: accountsreceivable@clarke.com or faxed to: 630-672-7439

* A 15% restocking fee plus freight costs may be assessed to any returned items.
Items must be returned within 120 days of shipment and in an acceptable condition.

Helping make communities around the world more livable, safe and comfortable.



May 24, 2021

DPW

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Dan Antosik

SUBJECT: Approval to Purchase Replacement Mowers From Billings Lawn Equipment in the Total Amount of \$25,198.32, the Expense to be Charged to General Fund, Capital Outlay - Vehicles, Account Number 101-750-977.500, as Submitted by Interim DPW Director

SUGGESTED ACTION

Approve the purchase of replacement mowers From Billings Lawn Equipment in the total amount of \$25,198.32, the expense to be charged to General Fund, Capital Outlay - Vehicles, Account Number 101-750-977.500, as submitted by Interim DPW Director.

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2021-05-20

Item Description

The Department of Public Works is requesting the replacement of two zero-turn lawnmowers.

Item Background

Based on DPW's vehicle replacement policy, the Department has three zero-turn mowers that are up for replacement. The mowers receive heavy use from the spring through fall. We are looking to replace two of the three 2011 John Deere commercial mowers and, after demoing several options, have decided to replace with Ferris mowers.

The John Deere mowers will be sold once the new mowers are received. We received quotes from three vendors - Billings Lawn Equipment, Rochester Lawn Equipment, and Saxtons Power Equipment Sales and Service. Billings Lawn Equipment was the lowest cost per mower at \$12,599.16. The old mowers will be auctioned off using the State's public auction website following the delivery of the new mowers.

Item Costs

Originally, the department planned to replaced one mower per year over a three year period

beginning in FY 2020. The department delayed the purchase of a replacement mower in 2020 due to the uncertainty surrounding the Covid19 pandemic. In FY 2021, we budgeted \$20,000 for the replacement of a mower. The total cost of two replacement mowers is \$25,198.32. The additional \$5,198.32 will be covered using funds that we received during the sale of obsolete DPW equipment.

GL#

101-750-977.500

CIP#

421

Additional Notes

ATTACHMENTS:

[Billings Ferndale Mower Quote.pdf](#)

[Rochester Lawn INVOICE_570474.PDF](#)

[Est_12091_from_Saxtons_Power_Equipment_Sales__Service_Inc_34708.pdf](#)

DATE
4/23/21
TIME
13:45:10
SALESMAN
022/022
STORE
1

Billings Lawn Equipment
 1241 W. 14 Mile Rd.
 Clawson, MI 48017
 248-541-0138

QUOTE
405221
P/O NUMBER
MOWER
WORK ORDER
PAGE
1 of 1

Terminal 14

(248) 546-2519

(248) 546-2519

BILL TO ACCOUNT: 35510
CITY OF FERNDAL
521 E. CAMBOURNE
FERNDAL, MI 48220
248-546-2514 OR 248-820-9008

SHIP TO ACCOUNT: 35510
CITY OF FERNDAL
521 E. CAMBOURNE
FERNDAL, MI 48220
248-546-2514 OR 248-820-9008

Tax Exemption #: 38-6004610

No returns on special orders or electrical parts.
 Remember to only run mid-grade fuel in equipment.
 Thank you from Billings Lawn Equipment!!!!!!!!!!!!

SHIPPED VIA: CUSTOMER PICKUP

ORD	SHIP	B/O	LINE	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
2	2			FEW5901872	ISX3300ZBVE4072SS	14999.00	12599.16	25198.32
				VANGUARD BIG BLOCK EFI-ETC 40HP				
				WITH OIL GUARD SYSTEM ENGINE				

QUOTE ONLY

SUB TOTAL ---->	25198.32
MISC. ----->	0.00
LABOR ----->	0.00
TAX 6.000 --->	0.00
QUOTE TOTAL--->	25198.32

Signature _____

ROCHESTER LAWN EQUIPMENT
 94 WEST AUBURN RD (AT ROCHESTER RD)
 ROCHESTER HILLS, MI 48307
 248 852 4961

SOLD TO:
CITY OF FERNDALE 300 E 9 MILE FERNDALE, MI 48220

SHIP TO:
CITY OF FERNDALE 300 E 9 MILE FERNDALE, MI 48220

Terminal: 18

No returns or service warranties without receipt.

Shipped VIA: CUSTOMER PICKUP

No returns on special order or electrical parts.

There is a 15% restocking fee on returns.

Time: 13:34

ACCOUNT	DATE	INVOICE	SALESMAN	STORE	P/O NUMBER	SPECIAL INFORMATION
5462519	4/28/21	570474	017/017	1		

ORD	SHIP	B/O	LINE	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1		FEQ	5901872	ISX3300ZBVE4072SS		14499.00	14499.00
				40HP VANGUARD BIG BLOCK EFI ETC				
				OGS 72INCH DECK				
-1	-1		FER	2222	TAX EXEMPT BID PROGRA		1000.00	1000.00 CR

QUOTE ONLY

SUB TOTAL	13499.00
MISC	0.00
LABOR	0.00
Tax: 6.000	809.94
DOWN PAYMENT	
INVOICE TOTAL	14308.94

Saxtons Power Equipment Sales & Service Inc
 37980 Ann Arbor Rd
 Livonia, MI 48150
 (734)453-6250

Bid Proposal

Date	Estimate #
4/28/2021	12091

Name / Address
City of Ferndale Dan Fosik 521 E Cambourne Ferndale, MI 48220

Project

Description	Qty	Cost	Total
FERRIS IS3300Z WITH 40HP VANGUARD BIG BLOCK EFI ETC OGS 72" ICD DECK	2	14,499.00	28,998.00
TAX EXEMPT BID DISCOUNT		-2,000.00	-2,000.00
		Total	\$26,998.00

Customer Signature _____

**CITY OF FERNDAL
REQUEST FOR COUNCIL ACTION**

FROM: James Jameson

SUBJECT: Approval of the Replacement of a Bard Wall-Pack Air Conditioning Unit at Hilton Road Pump Station by Rolls Mechanical, for \$10,860.00, with the Expense Charged to Water Sewer Fund, Repair and Maintenance, 592-000-775.000, as Submitted by DPW Facilities Manager

SUGGESTED ACTION

Approve the replacement of a Bard wall-pack air conditioning unit at Hilton Road Pump Station by Rolls Mechanical, for \$10,860.00, with the expense charged to Water Sewer Fund, Repair and Maintenance, 592-000-775.000, as submitted by DPW Facilities Manager.

Agenda Item Category

Other

Agenda Item Deadline Date

2021-05-17

Item Description

The wall-mounted air conditioning unit at the Hilton Road Pump Station is nearing the end of its useful service life. The unit was installed in 2007, with an average service life of 12-15 years. The unit has required repairs to the condenser (06/30/2019) and various other components (07/09/2020 and 07/16/2020). During routine spring maintenance, it was discovered that the fan inside the unit was locking out after a short period of time.

Item Background

Similar to a server room, the pump station houses sensitive electronic equipment that must be kept below 78 degrees at all times. There are four Variable Frequency Drives (VFDs) that control all four pumps in the station and they put off a large amount of heat when they are running. If the temperature in the pump station remains above 78 for long, the VFDs can stop working to prevent damage, or they can overheat and become damaged. When this happens, the water pumps stop working. As the pumps work harder, the VFDs run longer, increasing the heat that they disperse in the room. The timing of peak water season coincides with the hottest part of the summer. This means it is especially important that the VFDs have consistent, dependable cooling throughout the summer.

Replacing the Bard wall-pack unit with a new unit will avoid damage to the expensive VFDs should a failure occur, and it will also prevent the City from losing water should a catastrophic failure take place on a hot summer day.

Two contractors quoted the removal and installation of a new 5-ton Bard wall-pack unit at the Hilton Rd. Pump Station: Goyette Mechanical (\$12,500.00) and Rolls Mechanical (\$10,860.00). PT Heating and Cooling was unable to perform the work and did not provide a quote. All contractors reported a 6-8 week lead time on ordering the equipment.

The DPW recommends Rolls Mechanical for the work.

Item Costs

The Water Sewer Fund, Repair and Maintenance budget is for repairing and maintaining equipment related to the distribution of water and this equipment is critical to that objective.

GL#

592-000-775

CIP#

N/A

Additional Notes

ATTACHMENTS:

[W1Q.20210511.ACWallUnit.LJRolls.pdf](#)

[W1Q.20210511.ACWallUnit.Goyette.pdf](#)



Service Quote

Order# : 50488

Date: 05/13/2021

This quote is valid until: 06/12/2021

Related WO #

1490 Torrey Road
Fenton MI 48430
810-629-7752

Billed To: City of Ferndale
521 E Cambourne St
Ferndale MI 48220

Project: Hilton Rd. Pumpstation
1128 Hilton Rd.

Ferndale MI 48220

Work Description

This proposal is for the replacement of the Pump Station HVAC system

Make: Bard
Model: WA611-C00EW5XXJ
Serial: 248A072300480-02

Included:

- * Furnish and install (1) 5-ton Bard packaged cooling unit
- * Remove/dispose of existing HVAC system
- * Provide Lift/Rigging
- * Disconnect/reconnect line voltage
- * Perform system start-up and test for proper operation
- * All labor, equipment, material, permit, tax, freight/delivery, and service fees

Note: Please allow 8-10 weeks for equipment to arrive once the order is placed

If you would like to proceed with the above proposal, please return a signed copy or PO to service@ljrolls.com or phild@ljrolls.com

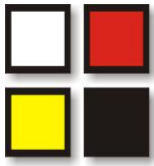
Upon approval, all equipment and materials will be ordered

Approval Signature: _____ Approval Date: _____

Optional PO #: _____

Service Labor Guaranteed 30 Days- Limited to same defect or problem (Not including water in oil tanks or pumps, clogged drains, lack of fuel, switched or breakers off, blown fuses or thermostats incorrectly set, dirty filters or EAC cells or AC coils). Recalls: if unit operation is found normal, another charge will be made. Any questions for additional work must be confirmed by our service office.

Quote Total	10,860.00
--------------------	------------------



PROPOSAL

Date: 5/11/2021

To: City of Ferndale Pump Station
1128 Hilton Rd.
Ferndale MI. 48220

Re: Replace Bard Self Contained Cooling only Wall **Unit**

Attn: James Jameson

Email: JJameson@ferndalemi.gov

In reference to the above-mentioned project, our price includes all supervision, labor, and tools required for a complete scope.

Cooling only Option (Existing Option)

- Demo and dispose of existing cooling only 5 ton Bard wall unit. Includes EPA mandated recovery of all R-22 refrigerants.
- Provide and install (1) 5 Ton Bard direct replacement wall unit with EPA approved R410a refrigerant.
- Reconnect existing electrical and provide new as needed.
- Reconnect existing low voltage control wires and existing thermostat.
- Complete startup to verify proper operation.
- Includes permit.

Total Price.....\$12,500.00

Heating & Cooling Option

- Demo and dispose of existing cooling only 5 ton Bard wall unit. Includes EPA mandated recovery of all R-22 refrigerants.
- Provide and install (1) 75,000 BTU natural gas heating and 5 ton cooling Bard wall furnace.
- Provide and install new gas line from basement below and connect to new wall hung unit.
- Reconnect existing electrical.
- Provide new low voltage control wire to operate both heating and cooling modes.
- Complete startup to verify proper operation.
- Includes permit.

Total Price.....\$15,696.00

❖ **Approximately an 8 week lead time once the order has been placed.**



Our price will not include the following:

- Any additional work not mentioned above.
- Scheduled Overtime.

PAYMENT TERMS: NET 30 DAYS. 3% FEE ADDED FOR PAYMENT BY CREDIT CARD.

FINANCE OPTIONS CLICK LINK BELOW:

<https://apply.marlin Capitalsolutions.com/auth/EF?partnerid=8107421FSYG0QAE>

CONDITIONS: All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Goyette Mechanical reserves the right to make reasonable changes to the contract between the parties. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Goyette Mechanical reserves the right to make reasonable changes to the contract between the parties.

ACCEPTED. The above prices, specifications and conditions are Satisfactory and are accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

BY: _____

This proposal may be withdrawn by us if not accepted within 30 days.

Respectfully submitted,

GOYETTE MECHANICAL CO., INC.

BY: *Dan McGeary*
Sales Engineer
dmcgeary@goyette-mechanical.com
810-742-8530 X-357



May 24, 2021

City Clerk

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Marne McGrath

SUBJECT: Approval of Resolution Proclaiming June 4 as National Gun Violence Awareness Day in the City of Ferndale, as Submitted by Mayor Piana

SUGGESTED ACTION

Approve the Resolution proclaiming June 4 as National Gun Violence Awareness Day in the City of Ferndale, as submitted by Mayor Piana.

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2021-05-24

Item Description

Mayor Piana is sponsoring a proclamation declaring that Friday, June 4, 2021, be designated as Gun Violence Awareness Day (Wear Orange Day). Ferndale was the first city in Oakland County to make this declaration four years ago and has since inspired 27 cities in our county to make the proclamation. As in years past, orange lights will be installed and displayed at City Hall on June 4 to commemorate the day and spread awareness.

Item Background

This proclamation is to honor the 100+ people killed daily by guns in our country and is meant to raise awareness. Sadly, for every person killed, an average of two more are wounded. Gun deaths take many forms including suicides, domestic violence, unintentional shootings, and homicides. Gun violence is now the second leading cause of death for American children and teens. By proclaiming June 4, 2021, as Gun Violence Awareness Day, Ferndale will join hundreds of cities across the nation in bringing attention to these tragedies.

The color orange has a long and proud history in the gun safety movement. Orange is the color that Hadiya Pendleton's friends wore in her honor after she was shot and killed in Chicago at the age of 15 just one week after performing at President Obama's second inaugural parade in 2013. Whether it's worn by hunters in the woods of northern Michigan, activists in New York City, or Hadiya's loved ones in Chicago, orange honors the 100 lives cut short and the hundreds more

wounded by gun violence every day. Since the first National Gun Violence Awareness Day in 2015, hundreds of communities and organizations continue to commemorate that event by wearing orange, holding community events, lighting skylines orange, and issuing city and state proclamations to raise awareness.

Item Costs

GL#

CIP#

Additional Notes

ATTACHMENTS:

[2021 05 24 Gun Violence Awareness Day.pdf](#)

**PROCLAMATION
DECLARING JUNE 2ND TO BE NATIONAL GUN VIOLENCE AWARENESS DAY**

At a Regular meeting of the City Council of the City of Ferndale, Oakland County, Michigan, held in the Council Chambers at 300 E. Nine Mile, Ferndale MI 48220 on the 24th day of May, 2021

The following resolution was moved and seconded:

This proclamation declares June 4 to be National Gun Violence Awareness Day in the City of Ferndale to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence.

Every day, 93 Americans are killed by gun violence and more than 200 have sustained non-fatal firearm injuries over the last 5 years; and

Americans are 25 times more likely to be killed with guns than people in other developed countries; and

Protecting public safety in the communities they serve is mayors' highest responsibility; and

Support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from dangerous people; and

Mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

June 2nd, 2021 would have been the 24th birthday of Hadiya Pendleton, a teenager who marched in President Obama's second inaugural parade and was tragically shot and killed just weeks later; and

To help honor Hadiya – and the 93 Americans whose lives are cut short and the countless survivors who are injured by shootings every day – a national coalition of organizations has designated June 4th, 2021 as the seventh annual National Gun Violence Awareness Day; and

The idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

Anyone can join this campaign by pledging to Wear Orange on June 4th to help raise awareness about gun violence; and

By wearing orange on June 4th, Americans will raise awareness about gun violence and honor the lives and lost human potential of Americans stolen by gun violence; and

We renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE BE IT RESOLVED, that Mayor Melanie Piana of the city of Ferndale declares June 4 to be National Gun Violence Awareness Day. We encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

AYES:

NAYS:

Absent:

I, Marne McGrath the duly appointed City Clerk of the City of Ferndale, Oakland County, 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 Ferndale at a meeting held on May 24, 2021, the original of which is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this 25th day of May, 2021

Marne McGrath, City Clerk



May 24, 2021

Human Resources

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Dan Jacey

SUBJECT: Approval to Backfill One Dispatch Position Left Open Due to the Recent Resignation of a Dispatcher, as Submitted by Human Resources Director

SUGGESTED ACTION

Approve the backfill hire of one dispatch position left open due to the recent resignation of a dispatcher, as Submitted by Human Resources Director.

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2021-05-17

Item Description

A dispatcher for the Police and Fire dispatch system recently gave his resignation, and we are requesting to fill that position.

Item Background

A dispatcher for the Police and Fire dispatch system recently gave his resignation. His last day will be May 27, 2021. We are requesting to fill that position. This employee will work within the Police Department.

Item Costs

This position is approved in the current budget.

GL#

NA

CIP#

NA

Additional Notes

ATTACHMENTS:



May 24, 2021

Human Resources

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Dan Jacey

SUBJECT: Approval to Backfill the DPW Director Position and Enter Into an Agreement with GovHR to Conduct a National Search for our Next DPW Director, at a Cost Not to Exceed \$20,500, as Requested by the Human Resources Director

SUGGESTED ACTION

Approve the backfill hire of the DPW Director position, and approve of an agreement with GovHR to conduct a national search for our next DPW Director, at a cost not to exceed \$20,500, as requested by Human Resources Director.

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2021-05-17

Item Description

Our current DPW Director tendered his resignation on May 12, 2021. As this is a key role within the City, we would like to partner with GovHR to help us find the best candidate to fill this critical position.

Item Background

It is necessary to cast a wide net to attract an inspirational leader who will embrace the needs of our DPW and encourage the growth and development of staff and teams. GovHR is a proven partner in our national search efforts, most recently leading our recruitment efforts in the hiring of our current Fire Chief.

Item Costs

Total cost for this recruitment will not exceed \$20,500 including GovHR fees, job posting fees and other associated costs. These funds are available in our current recruiting budget.

GL#

101.270.813.000

CIP#

NA

Additional Notes

ATTACHMENTS:

[Ferndale, MI - Director of Public Works proposal 2021.pdf](#)



City of Ferndale, Michigan

Director of Public Works

Recruitment Proposal

May 17, 2021



630 Dundee Road
Suite 130
Northbrook, IL 60062
847-380-3240
info@GovHRusa.com

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About Us

A note about COVID-19 -- We are carefully monitoring recommendations from the federal, state and local governments and working with clients as they begin to reopen. Before COVID we made extensive use of technology for video interviews with candidates and meetings with clients. We have utilized these during COVID and can combine technology with appropriate in person meetings to assist clients in cost effective recruiting processes.

GovHR is a public management consulting firm serving local government clients and other public-sector entities across the country. Our headquarters are in Northbrook, Illinois. We are a certified Female Business Enterprise in the State of Illinois and work exclusively in the public and non-profit sectors. GovHR offers customized executive recruitment services, management studies and consulting projects for local government and organizations who work with local government. Please note the following key qualifications of our firm:

- Since our establishment in 2009, our consultants have conducted more than 700 recruitments in 41 states, with an increase in business of at least 30% each year. Twenty-eight (28%) of our clients are repeat clients, the best indicator of satisfaction with our services.
- Surveys of our clients show that 94% rate their overall experience with our firm as Outstanding and indicate they plan to use our services or highly recommend us in the future.
- Our state of the art processes, including extensive use of social media for candidate outreach and video interviews with potential finalist candidates, ensure a successful recruitment for your organization.
- Our high quality, thorough recruitment brochure reflects the knowledge we will have about your community and your organization and will provide important information to potential candidates.
- We are committed to providing you with a pool of candidates that reflects the diversity of your community. We support the following organizations with our time as well as provide financial resources: National Forum for Black Public Administrators, Local Government Hispanic Network, League of Women in Government and Engaging Local Government Leaders.

About the Owners

GovHR is led by Heidi Voorhees, President, and Joellen Cademartori, Chief Executive Officer.

Ms. Voorhees has conducted more than 400 recruitments in her management consulting career, with many of her clients repeat clients, attesting to the high quality of work performed for them. In addition to her 17 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, including ten years as the Village Manager for the Village of Wilmette, Illinois.

Ms. Cademartori is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services. She has worked in Massachusetts, North Carolina, and Illinois.

Our Team

Recruitment Consultant & Main Point of Contact:

Jaymes Vettrano

Vice President

224-282-8316

JVettrano@GovHRusa.com

Proposal Inquiry:

Laurie Pederson

Administrative Services Director

847-380-3198

LPederson@GovHRusa.com

GovHR Owners:

Heidi J. Voorhees

President

847-380-3243

HVoorhees@GovHRusa.com

Joellen J. Cademartori

Chief Executive Officer

847-380-3239

JCademartori@GovHRusa.com

Scope of Services – Full Scope Recruitment

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search. GovHR clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.

Phase I: Position Assessment, Position Announcement & Brochure

One-on-one or group interviews will be conducted with stakeholders identified by the client to develop the Recruitment Brochure. We have a variety of other options for gathering input:

- Dedicated email and surveys to obtain feedback from stakeholder groups
- Public Forums conducted by our consultants

A combination of the above items can be used to fully understand community and organizational needs and expectations for the position.

Development of a **Position Announcement** to be placed on websites and social media

Development of a thorough **Recruitment Brochure** for client review and approval



Agreement on a detailed **Recruitment Timetable** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to appointment of the finalist candidate.

Phase II: Advertising, Candidate Recruitment & Outreach

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. In addition, our website is well known in the local government industry – we typically have 6,000 visits to our website each month. Finally, we develop a database customized to your recruitment and can send an email blast to thousands of potential candidates.

Phase II will include the following:

- GovHR consultants will personally identify and contact potential candidates in person, via email, and also via telephone.
- Develop a database of potential candidates from across the country unique to the position and to the client, focusing on:
 - Leadership and management skills
 - Size of organization
 - Experience in addressing challenges and opportunities also outlined in Phase I
- The database will range from several hundred to thousands of names and an email blast will be sent to each potential candidate.



Scope of Services - Continued

- Placement of the Position Announcement in appropriate professional online publications:
 - Public sector publications & websites
 - Social media
 - LinkedIn (over 15,000 connections)
 - Facebook
 - Twitter
 - Instagram
- GovHR will provide you with a list of advertising options for approval



PHASE III: Candidate Evaluation & Screening

Phase III will include the following steps:

- Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure
- Candidates will be narrowed down to those candidates that meet the qualification criteria
- Candidate evaluation process:
 - Completion of a questionnaire explaining prior work experience
 - Live Video Interview (45 minutes to 1 hour) conducted by consultant with each finalist candidate
 - References (at least 2 references per candidate will be contacted at this time)
 - Internet/Social Media search conducted on each finalist candidate



All résumés will be acknowledged and inquiries from candidates will be personally handled by GovHR, ensuring that the client's process is professional and well regarded by all who participate.

Phase IV: Presentation of Recommended Candidates

Phase IV will include the following steps:

- GovHR will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- GovHR will provide an electronic file which contains the candidates' materials with a "mini" résumé for each candidate so that each candidate's credentials are presented in a uniform way.
- Client will receive a log of all applicants and may review résumés if requested.
- Report will arrive in advance of the Recruitment Report Presentation.



GovHR will spend approximately 2 hours with the client reviewing the recruitment report and providing additional information on the candidates.

Scope of Services - Continued

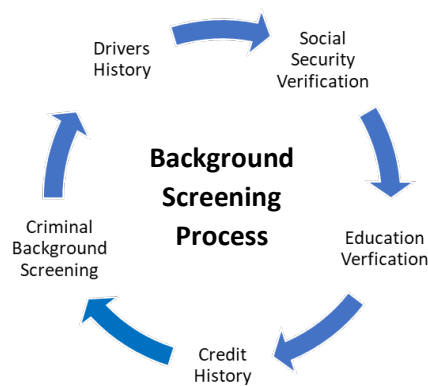
Phase V: Interviewing Process & Background Screening

Phase V will include the following steps:

GovHR will:

- Develop the first and second round interview questions for your review and comment
- Coordinate candidate travel and accommodations
- Provide you with interview books that include:
 - Candidates Credentials
 - Set of questions with room for interviewers to make notes
 - Evaluation sheets to assist interviewers in assessing the candidate’s skills and abilities

Background screening* will be conducted along with additional references contacted:



*Per state and federal regulations

GovHR will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations. GovHR consultants, if requested, will be present for all the interviews, serving as a resource and facilitator.

GovHR will coordinate a 2-Step Interview process. The first round interviews will include five or six candidates. The second round interviews will include two or three candidates. GovHR will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- Tour of client facilities
- Interviews with senior staff

Scope of Services - Continued

Phase VI: Appointment of Candidate

- GovHR will assist you as much as you request with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- GovHR will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Project Timeline – Full Scope Recruitment



- Weeks 1 & 2 Phase 1: On Site Interviews & Brochure Development
- Weeks 3 thru 6 Phase 2: Advertising, Candidate Recruitment & Outreach
- Weeks 7 thru 9 Phase 3: Candidate Evaluation & Background Screening
- Week 10 Phase 4: Presentation of Recommended Candidates
- Week 11 & 12 Phase 5: Interview Process & Additional Background Screening
- Weeks 13 & 14 Phase 6: Appointment of Candidate

*In certain recruitments, the above schedule can be condensed to 12-weeks. Please inquire for details.

Full Scope Recruitment – Price Proposal

Summary of Costs:

We are carefully monitoring recommendations from the federal, state and local governments and working with clients on alternatives to in person meetings. We are fully operational and can work with you via video and by utilizing electronic files. If at the time of recruitment, COVID-19 restrictions are lifted and travel is possible, we are happy to attend meetings in person. For this reason, we have priced travel as a separate expense.

****Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, we estimate \$100 per trip (up to 3 trips) for travel. Only actual expenses will be billed to the client for reimbursement to GovHR.**

Possible in-person meetings could include:

1. Recruitment brochure interview process
2. Presentation of recommended candidates
3. Interview Process

Stakeholder interviews are included up to 15 hours. Any additional interviews will be billed at \$125/hour.

Any additional consultant visits requested by the Client (beyond the three visits listed above) will be billed at \$125/hour; \$500 for a half day and \$950 for a full day. The additional visits may also result in an increase in the travel expenses and those expenses will be billed to the client.

Payments for Fees & Services:

Professional fees and expenses will be invoiced as follows:

1st Payment: 1/3 of the Recruitment Fee (invoice sent upon acceptance of our proposal).

2nd Payment: 1/3 of the Recruitment Fee and expenses incurred to date (invoice sent following the recommendation of candidates).

Final Payment: 1/3 of the Recruitment Fee and all remaining expenses (invoice sent after recruitment is completed).

Recruitment expenses will be itemized in detail. Payment of invoices is due within thirty (30) days of receipt.

Recruitment Fee:
\$16,500

Recruitment Expenses:
Expenses include candidate due diligence efforts
\$1,500

Advertising:
*Advertising costs over \$2,500 will be placed only with client approval. Client is billed only for actual cost.
\$2,500*

Total:
\$20,500**

****This fee does not include travel and accommodations for candidates interviewed.**

Guarantee

GovHR Guarantee

GovHR is committed to assisting our clients until a candidate is appointed to the position. Therefore, no additional professional fee will be incurred if the client does not make a selection from the initial group of recommended candidates and requests additional candidates be developed for interview consideration. If additional advertising beyond the Phase I advertising is requested, client will be billed for actual advertising charges. Reimbursable expenses may be incurred should the recruitment process require consultant travel to the Client.

Upon appointment of a candidate, GovHR provides the following guarantee: should the selected and appointed candidate, at the request of the client or the employee's own determination, leave the employ of the client within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and advertisements only. This request must be made within six months of the employee's departure.

Why Choose GovHR?

- We are a leader in the field of local government recruitment and selection with experience in 41 states, in communities ranging in population from 1,000 to 1,000,000. More than 28% of our clients are repeat clients showing a high level of satisfaction with our work. We encourage you to call any of our previous clients.
- We are committed to bringing a diverse pool of candidates to your recruitment process. We network extensively with state, city and county management associations, attending more than 20 state and national conferences each year. In addition, we support and attend the meetings of League of Women in Government, the Local Government Hispanic Network, National Forum for Black Public Administrators and Engaging Local Government Leaders.
- We conduct comprehensive due diligence on candidates. Before we recommend a candidate to you, we will have interviewed them via video, conducted reference calls, and news media and social media searches. Our knowledge of local government ensures that we can ask probing questions that will verify their expertise.
- We are your partners in this important process. You are welcome to review all the resumes we receive and we will share our honest assessment of the candidates.
- Our goal is your complete satisfaction. We are committed to working with you until you find the candidate that is the best fit for your position.

Signature Page

We believe we have provided you with a comprehensive proposal; however, if you would like a service that you do not see in our proposal, please let us know. We can most likely accommodate your request.

This proposal will remain in effect for a period of six months from the date of the proposal. We look forward to working with you on this recruitment and selection process!

City of Ferndale, Michigan agrees to retain GovHR USA, LLC (“GovHR”) to conduct a Director of Public Works Recruitment in accordance with its proposal dated May 17, 2021. The terms of the proposal are incorporated herein and shall become a part of this contract.

ACCEPTED:

City of Ferndale, Michigan

By: _____

Title: _____

Date: _____

Billing Contact: _____

Billing Contact Email: _____

GovHR USA, LLC

By: _____

Title: _____

Date: _____

Optional Services

GovTemps USA

Need an Interim? GovTempsUSA, a subsidiary of GovHR USA, specializes in the temporary placement of positions in local government. The firm offers short-term assignments, in addition to long-term and outsourced arrangements. Our placement professionals at GovTempsUSA have typically enjoyed distinguished careers in local government and displayed a commitment to public service throughout their career.

Recorded One-Way Video Interview of Candidates

Candidates we recommend for your consideration can complete a one way video interview with 3 to 5 questions that will be recorded and which you can review electronically at your convenience. This can occur prior to making your decision on which candidates to invite for an interview. Cost \$100 per candidate.

Leadership/Personality Testing

GovHR has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the client is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC and others. Depending on the evaluation type selected fees can range between \$100 to \$500 per candidate.

360° Evaluation

As a service to the Client, we offer the option to provide you with a proposal for a 360° performance evaluation for the appointed position at six months into his or her employment. This evaluation will include seeking feedback from both elected officials and department directors, along with any other stakeholder the Client feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, GovHR will prepare a proposal for this service.



JAYMES VETTRAI



Jaymes Vettrai is a Vice President with GovHR USA and provides municipal management consulting services to communities. His focus is on assisting with employee recruitment, classification/compensation, financial planning, operational management, human resources, community relations and economic development.

Prior to starting his consulting service, Jaymes spent 17 years as a City Manager, most recently as the City Manager of Rochester, MI. In Rochester, he had the opportunity to lead a dynamic management team to simultaneously reduce expenses and increase the level of community service during years of the "great recession." During his time as the Manager of Kutztown, PA, Jaymes had the opportunity to lead the college town in the development of its own fiber optic network and improve its relations with Kutztown University. Jaymes was also the first Manager of Pen Argyl, PA, where he led the community in creating a city manager form of government and implemented many grant funded quality of life improvement initiatives and projects.

Jaymes believes that great local communities are the foundation of our lives. Through his facilitative style and technical knowledge of local government, he excels at problem solving and consensus building.

PROFESSIONAL EDUCATION

- Master of Business Administration in Management, Lehigh University
- Bachelor of Science in Political Science, Michigan State University, MI

PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Assistant Professor at Rochester University, Rochester, Michigan
- Adjunct Professor at Oakland University, Rochester, MI
- Former Adjunct Professor at Alvernia College, Reading, PA

MEMBERSHIPS AND AFFILIATIONS

- International City and County Managers Association
- Michigan Local Government Management Association
- Leadership Oakland County
- Pennsylvania Association of Municipal Managers
- American Public Power Association
- Pennsylvania Electric Association

AWARDS

- Distinguished Faculty Award, Rochester University, 2019
- Community Advocacy Award, Rochester Regional Chamber of Commerce, 2018
- Selected as one of "Oakland County's Elite 40 under 40", 2015
- Outstanding Service Award from Michigan Municipal League, 2013

PROFESSIONAL BACKGROUND

Over 17 Years in Local Government Management

- Director of the Center for Social Engagement, Rochester University, MI 2015-Present
- City Manager, Rochester, MI 2008-2015
- Town Manager, Kutztown, PA 2003-2008
- Town Manager, Pen Argyl, PA 1998-2003





May 24, 2021

Human Resources

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Dan Jacey

SUBJECT: Approval of the Attached Changes to the Collective Bargaining Agreement Between the City of Ferndale and the Fraternal Order of Police Labor Council (FOPLC), for the Period of July 1, 2021 Through June 30, 2025, as Submitted by Human Resources Director

SUGGESTED ACTION

Approve the attached changes to the Collective Bargaining Agreement between the City of Ferndale and the Fraternal Order of Police Labor Council (FOPLC), for the period of July 1, 2021 through June 30, 2025, as submitted by Human Resources Director.

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2021-05-17

Item Description

The Collective Bargaining Agreement (CBA) between the City of Ferndale and the FOPLC is set to expire on June 30, 2021. Attached is a tentative agreement that has been ratified by the union.

Item Background

The City of Ferndale and the FOPLC have been in negotiations since February 25, 2021. Following these interest-based bargaining sessions, a tentative agreement was reached on April 28, 2021 and ratified by the union on May 18, 2021.

Item Costs

The costs for this negotiation have been approved in the current budget.

GL#

Wages and benefits

CIP#

NA

Additional Notes

ATTACHMENTS:

[FOP.TA.4.28.2021-04282021152701.pdf](#)



FERNDALE

**City of Ferndale and the Ferndale Police Officers (FOP)
Tentative Agreement
April 28, 2021**

Duration:

1. 4-year contract; July 1, 2021 – June 30, 2025

Wages for All Members except Dispatch:

July 1, 2021 – 2.5%
July 1, 2022 – 2%
July 1, 2023 – 2%
July 1, 2024 – 2%

- **Stipends:** Stipends for Detectives/Specialist will end on June 30, 2021. A 5% differential will be added to a Specialist's base pay in its place. The following positions are Specialists:
 - Detective
 - Detective 1st Grade
 - Traffic Control Officer (TCO)
 - School Resource Officer (SRO), Subject to School Board approval.
 - Community Engagement Officer (CEO)The title of Detective 1st Grade will sunset on the retirement of the incumbent.
- **Steps:** The City and the Union agree to reduce the number of steps in the pay scale, from 7 to 6. The steps will be relabeled from Start to Step 5.

Defined Contribution: The City and the Union agree all members hired after January 1, 2008, will receive a City contribution of 13% of pension gross into their defined contribution account beginning on July 1, 2021. The employee will contribute a mandatory 5.35% of pension gross to his/her account.

Earned Leave Time: The City agrees to automatically pay out any ELT time up to 104 hours remaining in a employees ELT bank on December 31 on the first paycheck following that which paycheck includes time worked through December 31.

Health Care Contributions:

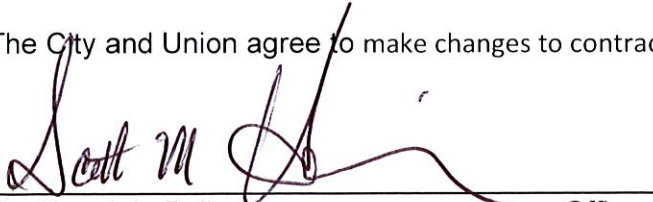
1. All employees within the bargaining unit will pay the following:
 - a. \$30 per month pre-tax for Single coverage, payable bi-weekly through payroll deduction (\$10 per pay).
 - b. \$50 per month pre-tax for 2-person coverage, payable bi-weekly through payroll deduction (\$20 per pay).
 - c. \$75 per month pre-tax for Family coverage, payable bi-weekly through payroll deduction (\$25 per pay).



FERNDALE

Contract Language

The City and Union agree to make changes to contract language subject to final review.


For Ferndale Police Officers

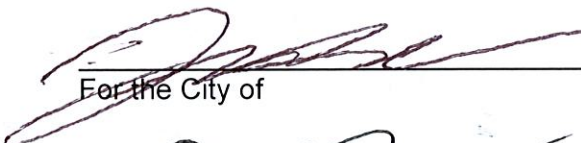
04-28-21
Date


For Ferndale Police Officers

4-28-21
Date


For Ferndale Police Officers

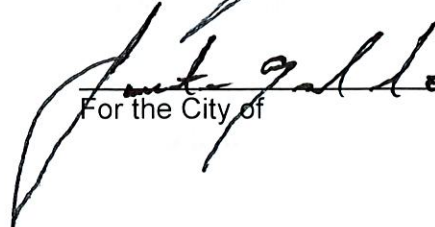
4-28-21
Date


For the City of Ferndale

4/28/21
Date


For the City of Ferndale

4/28/21
Date


For the City of Ferndale

4/28/21
Date

Mayor - City of Ferndale

Date

FYE 6.30.21

	Start	Step 1	Step 2	Step 3	Step 4	Step 5
Dispatcher	\$38,138.76	\$40,116.95	\$42,095.13	\$44,073.32	\$46,051.51	\$48,429.28

FYE 6.30.22

7.00%

4% RET

3% City

	Start	Step 1	Step 2	Step 3	Step 4	Step 5
Dispatcher	\$40,808.47	\$42,925.14	\$45,041.79	\$47,158.45	\$49,275.12	\$51,819.33

FYE 6.30.23

2.00%

	Start	Step 1	Step 2	Step 3	Step 4	Step 5
Dispatcher	\$41,624.64	\$43,783.64	\$45,942.62	\$48,101.62	\$50,260.62	\$52,855.72

FYE 6.30.24

2.00%

	Start	Step 1	Step 2	Step 3	Step 4	Step 5
Dispatcher	\$42,457.14	\$44,659.31	\$46,861.48	\$49,063.65	\$51,265.83	\$53,912.83

FYE 6.30.25

2.00%

	Start	Step 1	Step 2	Step 3	Step 4	Step 5
Dispatcher	\$43,306.28	\$45,552.50	\$47,798.71	\$50,044.93	\$52,291.15	\$54,991.09

Vacation

15 - 160 - 172




Mayor, COF, Initial



May 24, 2021

Fire Department

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Teresa Robinson

SUBJECT: Approval to Purchase an Air Monitor from PID for Fire Department Hazardous Atmosphere Operations, for a Cost of \$3,822.00, as Submitted by the Fire Chief

SUGGESTED ACTION

Approve the purchase of one additional air monitor from PID for Fire Department hazardous atmosphere operations, for a cost of \$3,822.00, as submitted by the Fire Chief.

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2021-05-31

Item Description

The Fire Department seeks approval to purchase a new MSA Multi-Gas, 5 Gas Air Monitor to replace an existing monitor reaching the end of its service life.

Item Background

Air monitors that detect gasses are critical pieces of equipment for the Fire Department, as they allow for the detection of hazardous environments and levels of toxic gases that may impact life safety and operational tactics. The purchase of this monitor fits in with the planning and replacement schedule for critical equipment.

Item Costs

\$3,822.00

GL#

101-336-740-000

CIP#

n/a

Additional Notes

ATTACHMENTS:

[FERNDALE_FD_-_5X.pdf](#)



May 24, 2021

City Manager

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Michael Lary

SUBJECT: Approval of the Resolution Declaring June 2021 as Gay Pride Month, and Approval to Display the Rainbow Flag Outside of Ferndale City Hall from June 1 Through June 30, 2021, as Sponsored by Councilmember Greg Pawlica

SUGGESTED ACTION

Approve the Resolution declaring June 2021 as Gay Pride Month, and approve the display of the Rainbow Flag outside of Ferndale City Hall from June 1 through June 30, 2021, as sponsored by Councilmember Greg Pawlica.

Agenda Item Category

Other

Agenda Item Deadline Date

2021-05-19

Item Description

This resolution declares June 2021 as Gay Pride Month in the City of Ferndale, recognizing lesbian, gay, bisexual, and transgender peoples' rights and equality. As a display of the City's pride, the Rainbow Pride flag will be raised in a public ceremony at Ferndale City Hall on Tuesday, June 1, 6:00 p.m., and will remain on display through the month of June.

Item Background

The month of June was chosen for LGBT Pride Month to commemorate the Stonewall riots, which occurred at the end of June 1969, and the beginning of the civil rights movement for gay people. As a result, many pride events are held annually to recognize the impact LGBTQ people have had in the United States and around the world. By supporting and joining this movement, the City of Ferndale proclaims that we embrace diversity and the belief that each person has the right to live without prejudice and unfair discrimination.

Item Costs

n/a

GL#

n/a

CIP#

n/a

Additional Notes

ATTACHMENTS:

[2021 Gay Pride Month Resolution.pdf](#)

[2021 Resolution Placment of Pride Flag.pdf](#)



At a Regular meeting of the City Council of the City of Ferndale, Oakland County, Michigan, held in the Council Chambers at 300 E. Nine Mile, Ferndale MI 48220 on the 24th day of May 2021.

The following resolution was moved by Council Member _____, and seconded by Council Member _____:

The City of Ferndale is a community that values its diversity as demonstrated by those who live, work and gather in our City; and

We, the City Council, support the rights, freedoms, and equality of those who are lesbian, gay, bisexual, transgender (LGBT). We know that the City continues to benefit from LGBT persons who live in and contribute to the quality of life in Ferndale and throughout the State of Michigan.

We reaffirm June as the month when LGBT people worldwide, and their straight allies, recognize the historical Stonewall Riots of 1969 as where the stand for human rights and dignity began.

We support the raising of the rainbow pride flag from June 1 through June 30, 2021 outside the Ferndale City Hall building in recognition of as a symbol of the City's commitment to be a welcoming community to all residents, including LGBT people and their families.

We proudly acknowledge that this City embraces its diversity and that everyone has the right to live life without prejudice and discrimination based on age, gender, gender identity, race, color, religion, marital status, national origin, sexual orientation or physical challenges.

Therefore, be it resolved that this City Council recognizes and celebrates June 2021 as Gay Pride Month in the City of Ferndale, and encourages all residents to learn about the historical LGBT movement; and that a copy of this resolution be sent to neighboring cities that border the great City of Ferndale, to the Executive of the County of Oakland, to the Governor of the State of Michigan, our U.S. Representative to the House of Representatives, and our Senators.

AYES:

NAYS:

RESOLUTION

I, Marne McGrath, the duly appointed City Clerk of the City of Ferndale, Oakland County, 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 Ferndale at a meeting held on May ____, 2021, the original of which is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this ____ day of May 2021.

Marne McGrath, City Clerk

**CITY OF FERNDALE
RESOLUTION
REGARDING PRIDE FLAG**

On December 21, 2020, the City Council of the City of Ferndale passed a resolution for the United States flag, State of Michigan flag and the City of Ferndale flag to be displayed outside of City of Ferndale buildings and on City of Ferndale property; and

The City Council determined other flags may, be authorized to be displayed outside City of Ferndale buildings and on City of Ferndale property upon the adoption of a Council resolution. Any additional flag authorized by Council resolution, to be displayed on a temporary basis, shall be considered "government speech" only and shall not be deemed a limited public forum; and

NOW, THEREFORE BE IT RESOLVED that the City of Ferndale City Council determines:

1. The City of Ferndale shall display the Pride flag from June 1, 2021 through June 30, 2021 outside the City of Ferndale City Hall building in recognition of Gay Pride month.
2. This additional flag authorized by Council resolution, on a temporary basis, is considered "government speech" only and shall not be deemed to create a limited public forum or other forum to the public to utilize City property.
3. If any section or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, it shall not be held to impair the validity, force or effect of any other section or part of this Resolution.
4. This Resolution shall become effective immediately upon passage.

AYES: _____
NAYS: _____
ABSENT: _____

RESOLUTION ADOPTED

I, Marne McGrath, the duly appointed City Clerk of the City of Ferndale, Oakland County, Michigan, certifies that the foregoing is a true and complete copy of a Resolution duly adopted by the City Council of the City of Ferndale at a meeting held on May 24, 2021, the original of which is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have affixed my official signature on this 24th day of May, 2021.

Marne McGrath, City Clerk



May 24, 2021

City Clerk

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Marne McGrath

SUBJECT: Approval of Resolution Proclaiming May 15 - June 15, 2021 as Tourette Syndrome Awareness Month in the City of Ferndale, as Sponsored by Mayor Pro Tem Leaks-May

SUGGESTED ACTION

Approve the resolution proclaiming May 15 - June 15, 2021 as Tourette Syndrome Awareness Month in the City of Ferndale, as sponsored by Mayor Pro Tem Leaks-May.

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2021-05-24

Item Description

Tourette syndrome is defined as a group of childhood-onset, neurodevelopmental conditions known collectively as tic disorders, which become evident in early childhood or adolescence. Individuals with Tourette syndrome are affected by tics which are involuntary, rapid, sudden movements or vocalizations that occur repeatedly. It behooves all residents to understand Tourette syndrome and support awareness and education to help the individuals and families who deal with this neurobiological condition every day.

Item Background

Tourette syndrome has historically been misinterpreted and considered to be a condition of emotional disturbance instead of a condition of chemical biology. Children with Tourette syndrome are often disciplined for manifestations of their condition by educators who fail to understand that the child is unable to control their tics and that the child may be delayed in their maturity and emotional responses. Individuals with Tourette syndrome face discrimination while dealing with their unpredictable disorder, and they are intelligent and capable of great contributions to society when given the proper supports. Understanding this disorder will help guarantee hope for acceptance and a better future for individuals with Tourette syndrome.

For questions about Tourette Syndrome, contact Michigan Tourette Connect at

MichiganTouretteConnect@gmail.com; for more information and ways to help, visit the Tourette Association of America website: www.tourette.org.

Item Costs

GL#

CIP#

Additional Notes

ATTACHMENTS:

[2021 05 24 Tourette Syndrome Awareness Month.pdf](#)



A RESOLUTION PROCLAIMING MAY 15-JUNE 15, 2021 AS TOURETTE SYNDROME AWARENESS MONTH IN FERNDALE

At a Regular meeting of the City Council of the City of Ferndale, Oakland County, Michigan, held virtually on May 24, 2021 the following resolution was moved, and supported:

An estimated 3 in every 1,000 children 6 to 17 years of age in the United States are diagnosed with Tourette syndrome; and

Tourette syndrome is defined as a group of childhood-onset, neurodevelopmental conditions, known collectively as tic disorders, which becomes evident in early childhood or adolescence; and

Individuals with Tourette syndrome are affected by tics which are involuntary, rapid, sudden movements or vocalizations that occur repeatedly; and

Individuals with Tourette syndrome face periodic changes in the nature, frequency and severity of their tics, without forewarning; and

Individuals with Tourette syndrome frequently have co-occurring conditions that complicate their care and diagnosis and cause more impairment than the tics themselves, including attention deficit disorder, attention deficit hyperactivity disorder, obsessive-compulsive disorder, mood disorders, learning disabilities, handwriting difficulties, executive function disorder and sensory processing disorder; and

Tourette syndrome has historically been misinterpreted and considered to be a condition of emotional disturbance instead of a condition of chemical biology; and

Children with Tourette syndrome are often disciplined for manifestations of their disability by educators who fail to understand that the child is unable to control their tics and that the child may be delayed in their maturity and emotional responses; and

Individuals with Tourette syndrome face discrimination while dealing with their unpredictable disorder; and

Individuals with Tourette syndrome are intelligent and capable of great contributions to society when given the proper supports; and

Understanding this disorder will help guarantee hope for acceptance and a better future for individuals with Tourette syndrome; therefore, be it

RESOLVED, That the Mayor and Council recognize May 15 through June 15, 2021, as "Tourette Syndrome Awareness Month" in the City of Ferndale; and be it further

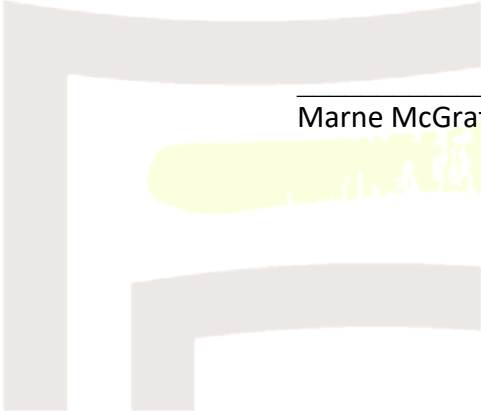


FERNDALE

RESOLVED, that the City of Ferndale acknowledge the needs of individuals with neurological impairment and urge all residents to support Tourette syndrome awareness and education in order to assist those individuals and families living with this neurobiological disorder.

ADOPTED UNANIMOUSLY

I, Marne McGrath, City Clerk of the City of Ferndale, certify that this is a true and compared copy of a Resolution duly made and passed by the Ferndale City Council at a meeting held Monday, May 24, 2021.



Marne McGrath, City Clerk

FERNDALE



May 24, 2021

City Clerk

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Marne McGrath

SUBJECT: Approval of the Bills and Payrolls as Submitted by the City Manager's Office and Subject to Review by the Council Finance Committee

SUGGESTED ACTION

Approve the bills and payrolls as submitted by the City Manager's Office and subject to review by the Council Finance Committee, as submitted by the City Clerk.

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2021-05-24

Item Description

The bills and payrolls are submitted from the City Manager's Office to the Council Finance Committee for review and submitted with the Consent Agenda for approval by the full Council.

Item Background

Item Costs

GL#

CIP#

Additional Notes

ATTACHMENTS:



May 24, 2021

City Clerk

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Marne McGrath

SUBJECT: Confirmation of the Appointment of Erin Molnar to the Parks and Recreation Commission for a Term Ending December 31, 2024, and the Appointment of Toly Ashkenazi to the Downtown Development Authority Board for a Term Ending May 24, 2025

SUGGESTED ACTION

Confirm the appointment of Erin Molnar to the Parks and Recreation Commission for a term ending December 31, 2024, and the appointment of Toly Ashkenazi to the Downtown Development Authority Board for a term ending May 24, 2025, as submitted by City Clerk.

Agenda Item Category

Operational Item

Agenda Item Deadline Date

2021-05-24

Item Description

During the May application period for board and commission vacancies we received applications from Erin Molnar for the Parks and Recreation Commission and Toly Ashkenazi for the DDA Board. Both applications were provided to Mayor Piana for vetting.

Item Background

Erin Molnar is a senior marketing manager in digital events. She is a nine year resident of Ferndale, who has worked with the City in various capacities with the DDA, the Kulick Center renovation committee, and as a recent appointee to the Master Land Use Plan steering committee.

Toly Ashkenazi has been working and managing bars and restaurants in Ferndale for 18 years. He is a business owner and manager at SOHO Lounge and the new 215 West and a board member of the Ferndale Community Foundation. He is an active supporter/volunteer of City Year Detroit, which focuses on education support of Detroit public school students.

Item Costs

GL#

CIP#

Additional Notes

ATTACHMENTS:

[DDA - Toly Askhenazi.pdf](#)

[PaRC - Erin Molnar.pdf](#)

Describe experiences you have had that have led you to your desire to serve the city?

I've been working and managing in Ferndale for 18 years. I have watched this city change and grown during that time. I love the direction that this city is moving in and want to contribute to its continued development and success. It truly takes a village and I want to support this community the same way it has supported myself and other local businesses. My experiences and skills can be of value to Ferndale and the DDA.

Provide a brief biography including your skills, background and expertise, as well as involvement in the community, professional or other non-profit organization that are specifically applicable to this board or commission.

I am active business owner and manger at SOHO Lounge and the new 215 West. I am board member of the Ferndale Community Foundation. I am active supporter/volunteer of City Year Detroit which focuses on education support of Detroit public school students. I believe in community activism, which has led to supporting and hosting many fundraisers that benefit the Ferndale community. My responsibilities at the business include: HR, book keeping, ordering, scheduling, payroll, marketing, brand development and business strategy.

Question applies to Downtown Development Authority

Describe the experiences that led to your interest in serving Downtown Ferndale.

Conversations with Lena and my business partner Tom Pearlman. Tom has been closely involved with city for many years which has led a significant impact on himself and his support of Ferndale. I have a strong desire to be of service to this city and the businesses that support it.

Please upload a file

Question applies to Downtown Development Authority

Provide a brief personal biography of your skills and background that you feel are applicable to this board or commission (skills/education, background and expertise, involvement in the community, professional or other non-profit organizations involvement, etc.)

I am active business owner and manger at SOHO and the new 215 West. I am board member of the Ferndale Community Foundation. I am active supporter/volunteer of City Year Detroit which focuses on education support of Detroit public school students. I believe in community activism, which has led to supporting and hosting many fundraisers that benefit the Ferndale community. My responsibilities at the business include: HR, book keeping, ordering, scheduling, payroll, marketing, brand development and business strategy.

Employment/Education

Upload a Resume

List your three most recent employment experiences.

Employment Experience #1

Dates

2005

Company Name / Location

SOHO

Position

Managing Partner

Job Description

Business operations

Employment Experience #2

Dates

Feb 2021

Company Name / Location

215 West

Position

Managing Partner

Job Description

Business Operatios

Employment Experience #3

Date

2003

Company Name / Location

Club Q

Position

support staff

Job Description

support staff

List your three most recent education experiences.

Educational Experience #1

Educational Institution / School

Oakland Community College

Degree Received

n/a

Area of Study

Business administration

Educational Experience #2

Educational Institution / School

Degree Received

Area of Study

Educational Experience #3

Educational Institution / School

Degree Received

Area of Study

Some boards and commissions are a mix of citizens with certain qualifications and other citizens representing the general public . Even if you do not have any of the experience or professional background listed under the board details, City Council urges you to apply for consideration. Ferndale needs Citizens with diverse backgrounds on its boards and commissions.

Important Information / Certify

Important Public Records Information: All Information submitted in this application is public information and subject to disclosure in a response to a public records request made pursuant to the Freedom of Information Act. Please contact the City Clerk at 248-546-2525, extension 5, if you have any questions or concerns about the disclosure of specific information.

Truth and Accuracy:

I certify that the information contained on this form is accurate and complete to the best of my knowledge. I understand that all information disclosed on this form will be available to the public as part of a Freedom of Information Act request.

I Agree

Please type your name and enter today's date if you agreed with the above

First and Last Name

Toly Ashkenazi

Date

05/12/2021

Ferndale, MI Boards & Commissions Application Form

Profile

Erin _____ Molnar _____
First Name Middle Initial Last Name

Email Address

Home Address

Suite or Apt

Ferndale _____
City

MI _____
State

48220 _____
Postal Code

Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Parks and Recreation Commission: Submitted

Ferndale residency is required for most boards and commissions.

Are you a Ferndale Resident?

Yes No

If you are a Ferndale Resident how many years?

9

Interests & Experiences

Describe experiences you have had that have led you to your desire to serve the city?

We have loved Ferndale since before we moved here! We are now raising our family in Ferndale and very involved in local issues. We have two energetic young boys and use our parks and rec facilities and programming frequently!

Provide a brief biography including your skills, background and expertise, as well as involvement in the community, professional or other non-profit organization that are specifically applicable to this board or commission.

I have served on the DDA commission and on the special committee about the Kulick Center renovations, and am on the Master Land Use Plan steering committee. I am also very involved in Ferndale Schools. My professional expertise is in marketing, including digital and social media. On the Kulick Center committee, we saw feedback from the community surveys that a lot of residents are unaware of the great parks and rec programming the city has to offer. If I was able to serve on this commission, I'd specifically be interested in exploring marketing tactics to increase awareness and utilization of parks & rec programs, resources, and facilities.

Please upload a file

Employment/Education

[Profile.pdf](#)

Upload a Resume

List your three most recent employment experiences.

Employment Experience #1

Dates

2018 - present

Company Name / Location

SAP Concur

Position

Sr Marketing Manager

Job Description

Create and market webinars and virtual events to promote our software to customers and potential customers

Employment Experience #2

Dates

2014-2017

Company Name / Location

ON24

Position

Project Manager

Job Description

Manage successful delivery of virtual event projects on time and in budget

Employment Experience #3

Date

2014-2015

Company Name / Location

GTB

Position

Community Manager

Job Description

Engage with fan communities across social media platforms for Ford Trucks and others

List your three most recent education experiences.

Educational Experience #1

Educational Institution / School

University of Michigan

Degree Received

BA

Area of Study

Communications

Educational Experience #2

Educational Institution / School

Degree Received

Area of Study

Educational Experience #3

Educational Institution / School

Degree Received

Area of Study

Some boards and commissions are a mix of citizens with certain qualifications and other citizens representing the general public . Even if you do not have any of the experience or professional background listed under the board details, City Council urges you to apply for consideration. Ferndale needs Citizens with diverse backgrounds on its boards and commissions.

Important Information / Certify

Important Public Records Information: All Information submitted in this application is public information and subject to disclosure in a response to a public records request made pursuant to the Freedom of Information Act. Please contact the City Clerk at 248-546-2525, extension 5, if you have any questions or concerns about the disclosure of specific information.

Truth and Accuracy:

I certify that the information contained on this form is accurate and complete to the best of my knowledge. I understand that all information disclosed on this form will be available to the public as part of a Freedom of Information Act request.

I Agree

Please type your name and enter today's date if you agreed with the above

First and Last Name

Erin Molnar

Date

08/27/1988



May 24, 2021

Police Department

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Joseph Gacioch

SUBJECT: Consideration of the Memo of Understanding Between Common Ground and the Ferndale Police Department

SUGGESTED ACTION

Approve the Memo of Understanding between Common Ground and the Ferndale Police Department, as submitted by Police Chief.

Agenda Item Category

Strategic Plan Item

Agenda Item Deadline Date

2021-06-14

Item Description

The Ferndale Police Department seeks to engage in a pilot program with crisis services agency Common Ground that would add credentialed assistance for individuals in need of crisis support. A simple assessment by officers responding to calls or incidents will indicate whether assistance should be sought by professionals at Common Ground, an Oakland County-based, 24-hour crisis services agency dedicated to providing assistance to more than 80,000 youths, adults, and families each year.

Item Background

The attached MOU provides an overview of terms and conditions for the partnership. Common Ground has experienced initial success with this pilot model-program with the White Lake Police Department since 2020. A partnership with the City of Ferndale provides an opportunity to test the program in another area that may provide different insights and service opportunities. This Common Ground initiative is funded for three years through a grant from the Substance Abuse and Mental Health Services Administration (SAMHSA).

The Ferndale Police Department welcomes this partnership with Common Ground. Ferndale police officers receive more training in the recognition and response to mental illness than ever before. However, the officer's options for securing immediate intervention by mental health professionals were limited to the most severe cases. Traditionally, officers could only force an intervention for mental health evaluation in cases where the person was suicidal, violent, or unable to care for

themselves. These legal constraints left a large gap where most of the mentally ill population actually find themselves. Law enforcement's inability to resolve the underlying issues often results in repeated calls involving the same individual. Typically, these calls involve minor misdemeanor offenses, such as family trouble, disorderly conduct, petty larceny, and vagrancy. This partnership with Common Ground will better serve this vulnerable population by introducing mental health professionals at the earliest possible opportunity, thereby providing the individual with the resources and treatment needed to prevent incidents requiring police intervention from reoccurring, and potentially escalating. Our officers are looking forward to working closely with the staff of Common Ground.

Item Costs

At this time, there are no direct cost requirements of the Ferndale Police Department. There are indirect in kind costs for police and staff training hours, program orientation, communications and promotions, etc.

GL#

N/A

CIP#

N/A

Additional Notes

ATTACHMENTS:

[Ferndale_CG MOU 052021_signed.pdf](#)

**Memorandum of Understanding (MOU)
Between
Common Ground and
Ferndale Police Department**

In an effort to establish a framework of collaboration and consultation in the assessment and, as applicable, integration of mental health services, including standardized suicide prevention practices, training, screening, service referral and tracking measures, this MOU will outline areas of cooperation and activity between Common Ground (CG) and Ferndale Police Department (FPD).

The goal of this collaboration is to provide follow-up, coordination and connection to mental health, substance use and physical health services to individuals to ensure continuity and engagement in mental health care. We (Common Ground) will follow-up with individuals who are identified by the FPD as in distress but are considered non-urgent by law enforcement in terms of criminality. These individuals are identified as in need of behavioral health, mental health, crisis intervention, or substance use intervention and support and are:

- At risk of suicide as evidenced by suicidal thoughts, gestures, attempts, ideations,
- History of past suicide attempts and/or past hospitalizations for mental health related issues.
- High levels of anxiety and/or depression.
- Addiction/ substance use problems as it relates to mental health.

Follow-up services will be provided by CG to help and support these individuals during a time in which their suicide risk may be heightened. CG will also link individuals to mental health/substance use services, including community-based services, and support individuals in crisis. This MOU will assist in creating a means of direct referral to applicable mental health and substance use treatments and services for the FPD. As such, CG will provide follow-up services for FPD referrals related to the above specified individual crises.

Common Ground Will:

- Dispatch a Mobile Crisis Response Team (OCIRT) when deemed appropriate mutually by FPD officers and CG in an acute crisis involving behavioral health, mental health, or co-occurring substance use incidents.
- Initiate follow-up interventions within 24 hours of receiving a referral from FPD.
- Provide support to the individual at 24 hours, 96 hours, 7 days, 15 days, 21 days, 30 days, 60 days, 90 days, 180 days, and 365 days until such time as: a) the individual withdraws consent or requests to be disenrolled from the program; or b) the follow-up specialist is unable to reach the person served and has made a minimum of three (3) attempts.
- For all scheduled contacts with individuals who have consented to the program, CG shall:
 - Reassess the current level of risk and initiate mobile crisis or 911 services, if appropriate.
 - Determine if/when the person served has been able to obtain services with a mental health treatment provider, addiction program, or other appropriate community-based services.
 - Provide follow-up support as appropriate.
- For individuals who cannot be reached by phone upon follow-up referral, CG shall:
 - Make three (3) attempts to establish contact.
 - Make a postcard to the person served by law enforcement if a known address is available.
 - Document all efforts.
- CG will provide training to FPD about the follow-up process.

- CG will partner with FPD to collaboratively address local barriers to effective behavioral health and substance use interventions.

Ferndale Police Department:

- Identify individuals in contact with FPD officers and 911 Dispatch who have expressed suicidal thoughts, gestures, or attempts.
- Obtain consent from the individual for follow-up services to be rendered by CG, by providing the individual and CG a copy of the consent form.
- Assist individuals in completing the consent forms, if needed.
- Review the confidentiality (and obtain appropriate consent, if warranted) of the information to be shared.
- Submit a web-based referral form and send the signed consent form from the individual to CG’s follow-up team.
- Provide all individuals referred to the CG program a description of the incident and individual contact information for the Follow-up Team.
- Will accompany Common Ground mobile crisis response team or remain on-site until mobile crisis team arrives in a particularly high-risk situation to the extent reasonably possible as determined by the FPD.
- Participate in quarterly partnership calls as needed with the follow-up project director, clinical director, and team coordinator.
- Submit monthly impact data, as available, to project director including number of individuals referred and number of mobile crisis team responses.

This MOU becomes effective June __1__, 2021 and will end on June _1__, 2023, unless extended by mutual agreement of the parties.

Either party may end the MOU by giving thirty (30) days written notice to the other.

Ferndale Police Department Representative

Common Ground Representative

Signature: _____

Signature: Heather Rae

Print Name: _____

Print Name: Heather Rae

Title: _____

Title: President & CEO

Date: _____

Date: 5/20/21



May 24, 2021

Community & Economic
Development

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Erin Quetell

SUBJECT: Consideration of a Contract with Davey Resource Group for Urban Forestry Services in the Amount of \$42,700, as Submitted by Sustainability Planner

SUGGESTED ACTION

Approve the contract with Davey Resource Group for urban forestry services in the amount of \$26,000, with optional add-on services of On-Demand Support - \$5,000, Tree Inventory Update - \$6,700, and Master Planning Assistance not to exceed \$5,000 from Account 101-441-818, as submitted by Sustainability Planner.

Agenda Item Category

Strategic Plan Item

Agenda Item Deadline Date

2021-05-24

Item Description

This is a proposal to continue the contract with Davey Resource Group for urban forestry services to support Ferndale's urban forestry program. This includes the base contract for \$26,000 with additional add-on services to include on-demand support (\$5,000) for items such as the Garbutt Park Oak tree evaluation, a tree inventory update (up to 2,100 trees for a total of \$6,700), and Master Planning assistance (hourly not to exceed \$5,000) to adequately integrate our urban canopy and green spaces into the upcoming Master Land Use Planning process.

Item Background

Trees are part of everyday life in the City of Ferndale. The City's urban forest creates a sense of place and supplies real benefits to those who live in Ferndale. Trees along streets, in parks, around playgrounds, and in yards provide shade and beauty and enhance the quality of life by bringing natural elements and wildlife habitats into urban settings. Trees also moderate temperatures, reduce air pollution and energy use, improve water quality, and promote human health and well-being. With proper care, the community tree population will continue to provide benefits, increase in value, and enhance the quality of life across the community.

The City of Ferndale has contracted with Davey Resource Group over the past five years on a variety of

urban forestry projects which include a full urban canopy inventory, management and budget development, staff training, and in-depth urban forestry assistance such as tree evaluations, pruning and removal advice, and critical problem-area review, such as the Garbutt Park Oak Trees.

Contract Urban Forestry - \$26,000

In FY 2022, Davey will conduct up to 14 one-day onsite visits between July 1, 2021 and June 30, 2022, and will develop 3-5 urban forestry Best Management Practices (BMP) documents/videos. Additionally, a senior forester/principal consultant will visit up to four times with Ferndale staff to discuss program priorities and schedule work for each quarter to advance Ferndale's key forestry goals.

Tree Inventory Update - \$6,700

Computerized inventory data update of up to 2,100 existing trees, planting sites, and stumps. This is recommended update from the original urban tree canopy inventory to ensure that we remain up to date.

Master Planning Assistance - \$5,000

Provide support in the development of 2021 Ferndale Master Land Use Plan, Parks and Recreation Plan, and Climate Action Plan. Hourly not to exceed ~40 hours.

Item Costs

\$26,000 Contract Urban Forestry

Additional Services (Optional)

\$5,000 On-Demand Support

\$6,700 Tree Inventory Update (up to 2,100 trees)

\$5,000 Master Planning Assistance (Hourly not to Exceed)

Total = \$42,700

GL#

101-441-818

CIP#

N/A

Additional Notes

ATTACHMENTS:

[Ferndale 2021-22 Contract Forestry Proposal.pdf](#)

[Ferndale Accomplishments Report - January - March 2021.pdf](#)

[DRG - Ferndale Accomplishments Report - Oct-Dec2020.pdf](#)

[DRG -Ferndale Accomplishments Report - May- Sept 2020.pdf](#)

[City of Ferndale Insurance Addendum \(02-03-21\) 2020.05.20.pdf](#)



2021-22 Contract Urban Forestry

Prepared For:

City of Ferndale

300 East Nine Mile Road
Ferndale, Michigan 48220

Prepared By:

Kerry Gray

Principal Consultant
Davey Resource Group, Inc.
3381 W Lapeer Road
Auburn Hills, Michigan 48326
Cell :734.249.3576
E-mail Kerry.Gray@davey.com

April 2021

FY 2021-22 Contract Urban Forestry

Introduction

Trees are part of everyday life in the City of Ferndale. The City’s urban forest creates a sense of place and supplies real benefits to those who live in Ferndale. Trees along streets, in parks, around playgrounds, and in backyards provide shade and beauty and enhance the quality of life by bringing natural elements and wildlife habitats into urban settings. Trees also moderate temperatures, reduce air pollution and energy use, improve water quality, and promote human health and well-being. With proper care, the community tree population will continue to provide benefits, increase in value, and enhance the quality of life across the community.

Davey Resource Group, Inc. “DRG” understands the benefits trees bring to your community. We also realize the challenges that come with managing public trees. Our team of urban forestry experts is excited to continue to assist the City of Ferndale with its urban forestry management needs. Contract urban foresters are a great way to strengthen a forestry program that assists staff and community tree board volunteers with prioritizing the greatest needs, effective budgeting, and executing the work with a high standard of quality. Our contract forestry relationships are designed to grow with a community, providing training or support that builds local capacity to care for and maintain its trees over the long term.

Davey Resource Group, Inc. “DRG” is a fully owned subsidiary of The Davey Tree Expert Company. Established in 1992 as a division of Davey, DRG offers urban and utility forestry management and natural resource consulting services throughout North America. DRG’s urban foresters benefit from the local network of Davey residential and commercial tree care offices that provide tree care, insect and disease management, tree removal, large tree moving, landscaping, and many other specialty services. Additionally, Davey employees have access to arboricultural researchers and a diagnostic lab in Kent, Ohio. The Davey Tree Expert Company has the expertise, manpower, and equipment to execute any urban forestry project that Ferndale may want to explore.

About Davey Resource Group, Inc.

We are pleased to introduce DRG and our team of urban forest experts to the City of Ferndale and present our qualifications for providing contract urban forestry services. DRG’s team will provide you with solutions you can count on for building and maintaining tree canopy in a manner that not only enhances community aesthetics and public safety but also improves the community’s environmental and social well-being through trees.

Our team consists of International Society of Arboriculture (ISA) Certified Arborists, urban and traditional foresters, urban planners, Geographic Information Systems (GIS) and Information Technology (IT) specialists, and ecological scientists. We have experience working with a wide variety of clients, including municipalities, parks, commercial complexes, and utilities, and have the knowledge, certifications, and training required to support Ferndale’s urban forestry program.

Natural Resource Management

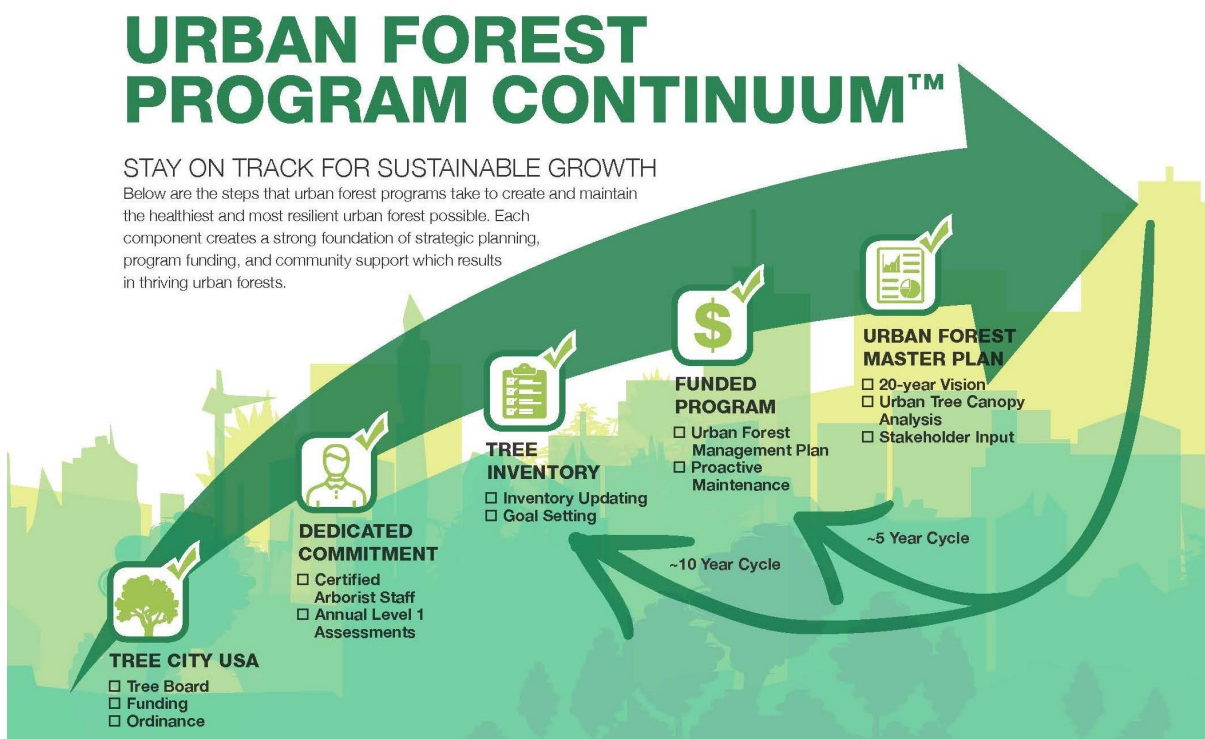
DRG’s Environmental Consulting team is your committed partner for natural resource planning and management. With 22 local offices and a national footprint, we offer a wide and growing variety of consulting services (in addition to urban forestry) including wetlands and stream studies, environmental design and ecosystem restoration, stormwater management and compliance, and invasive species management.

We understand the complex ecosystems, resource challenges, and regulatory concerns that impact the success of any environmental project. No matter the location—dense city core or a remote rural site—we leverage our creativity and expertise to deliver reliable, turn-key environmental consulting services. We combine the latest technologies with time-tested techniques to provide high-quality results in a timely and professional manner.

A Trusted Partner and Supporter of Arboriculture

Davey is a trusted partner of the United States Department of Agriculture (USDA) Forest Service and the Arbor Day Foundation, and a long-time supporter of the ISA and its local chapters. Davey is a founding partner with the USDA Forest Service of the i-Tree software.

Davey staff helped to develop and revise the American National Standards Institute (ANSI) standards for arboriculture, including tree risk assessment, and drafted some of ISA's best management practices. Davey also works with the Tree Care Industry Association (TCIA), as safety is priority one for the Davey Company. Recently, DRG created the Urban Forest Program Continuum to help our clients gauge and grow their tree management programs.



Davey Resource Group has proven solutions to help Ferndale progress its program forward along the Urban Forest Continuum.

Scope of Work

DRG's Michigan-based team will provide support to the City of Ferndale's forestry program. Support may include a wide-range of field-based forestry activities and administrative-level forestry program organization and management. DRG's support will be provided on a monthly basis, augmented by quarterly planning conversations, additional visits during busy seasons, and on-demand forestry support. Quarterly planning conversations will be used to review support provided during the previous quarter and set objectives and priorities for the following quarter.

Our urban foresters include college-educated biologists, ISA Certified Arborists, Certified Foresters, and experienced professionals with municipal forestry management experience. Our entire team is positioned to help support Ferndale's tree management program and guide special projects in your community.

DRG can provide the following tasks efficiently and effectively by providing contractual, professional urban foresters. Pricing structure is provided in the next section, followed by the resumes of the primary staff identified to provide and/or support these services.

Urban Forest Management

- **Tree Inventory.** Maintain or update the City's existing tree inventory. Services can be performed periodically in advance of significant capital projects for planning purposes, seasonally to identify risk management priorities, or all at once.
- **Tree Preservation During Construction.** Assist with public works and utility reconstruction projects to review site plans, make tree protection recommendations, and ensure tree preservation goals are reached.
- **Plan Review.** Review landscaping plans for new development projects for best practices and industry specifications, selection of appropriate planting species, and compliance with any relevant local regulations.
- **Tree Evaluation.** Investigate resident inquiries and complaints around public risk trees, nuisance trees, and general tree concerns.
- **Other management services could include:** development of a risk management policy, preparation of an emergency/storm response plan, assistance with ordinance development, budget analysis for urban forestry activities, presentations to council members, etc.

Tree Maintenance and Planting

- **Bid Specifications.** Prepare tree maintenance, pruning, removal, and planting or procurement contract specifications and coordinate details required for bidding urban forestry contracts.
- **Contract Management.** Manage and oversee tree work contractors, including marking trees in the field, inspection of workmanship, and acceptance of guarantee periods.
- **Tree Installation.** Identification and marking of planting sites, submission of staking requests, and other tree planting administration. Supervise tree planting crews or volunteers to install new trees in accordance with City standards and specifications.
- **Young Tree Establishment.** Perform young tree establishment activities such as watering, mulching, and young tree structural pruning.

Program Administration, Communication, Education, and Training

- **City Crew Training and Support.** Provide arboricultural training to in-house tree and landscape crews, such as risk tree identification, proper pruning, or proper planting.
- **Grant Writing.** Seek and apply for grants and complete Tree City USA applications.
- **Best Management Practices.** Develop a manual/video series on a selection of urban forestry best management practices (3-5 BMPs) to begin building a BMP library for City staff.
- **Resident Inquiries.** Provide input, advice, or information on resident inquiries (including private property) relating to: tree planting, insect and disease diagnostics, tree identification, and tree benefits.
- **Community Outreach.** Answer tree-related questions from residents and community leadership and communicate urban forestry benefits to staff and the community. Organize and plan Arbor Day ceremonies and other special events.
- **Program Advancement.** Provide general guidance as to practices and program elements, or best practices that best advance Ferndale's goals and urban forestry program.

Investment

Contract Urban Forestry

DRG builds its budgetary figures based on expected effort to support the City of Ferndale and our standard hourly rates.

In Fiscal Year 2022, DRG will conduct up to 14, one-day, on-site visits between July 1, 2021 and June 30, 2022 and will develop 3-5 urban forestry Best Management Practices (BMP) documents/videos. Additionally, a senior forester/principal consultant will visit up to 4 times with Ferndale staff to discuss program priorities and schedule work for each quarter to advance Ferndale's key forestry goals.

12 months of forestry support in 2021/22: \$26,000.00

Additional Services

(A) On-Demand Support (Time & Materials)

DRG also recommends budgeting additional funds for on-demand support, charged at a time and materials basis. **DRG recommends \$5,000 per year.**

Kerry Gray	\$125.00/hr
Emily Hanson	\$115.00/hr
Lee Mueller, CF	\$110.00/hr
Gerritt Moeke	\$70.00/hr
Sean Wylie	\$60.00/hr
Administrative Support	\$50.00/hr
Other DRG staff	Variable
Supplies and Materials	Cost plus 10%

(B) Tree Inventory Update

Computerized inventory data update of up to 2,100 existing trees, planting sites, and stumps for a cost of:

\$6,700.00

(C) Master Planning Assistance

Provide support in the development of the 2021 Ferndale Master Land Use Plan and Parks & Recreation Plan Update & Climate Action Plan. Hourly not exceed (~40 hours):

\$5,000.00

This proposal is valid for 90 days.

Authorization to Proceed

The above prices and terms and conditions and warranty are hereby accepted. I am authorized to bind the City of Ferndale and authorize Davey Resource Group, Inc. to perform the specified work. I am familiar with and agree to the terms and conditions appended to this proposal. I understand that once accepted this proposal constitutes a binding contract. This proposal is based on an estimated number of trees/sites to be inventoried. Davey Resource Group, Inc. reserves the right to renegotiate the price based on the timing of the award, scheduling of fieldwork, the final methodology chosen by the client, and availability, completeness, and quality of maps and GIS information.

2021-22 Contract Urban Forestry

Contract Urban Forestry \$26,000.00

Additional Services (check box, as appropriate)

A. On-Demand Support (Hourly not Exceed) \$ _____

B. Tree Inventory Update (up to 2,100 trees) \$ 6,700.00

C. Master Planning Assistance (Hourly not to Exceed) \$ 5,000.00

PROJECT TOTAL (add up total) \$ _____

By signing this form, I do hereby acknowledge acceptance of the terms described above and authorize work to be performed.

Client Name:

Authorizing Signature:

Title:

Date:

Davey Resource Group, Inc.

Name/Title:

Date:

TERMS AND CONDITIONS

- All pricing is valid for six months from the date of this proposal.
- Time and materials (T&M) estimates may fluctuate and will be billed accordingly. Fixed fee contract prices will be billed as shown.
- Invoicing will be submitted monthly for work performed, unless otherwise agreed upon.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.

LIMITED WARRANTY

Davey Resource Group, Inc. (“DRG”) provides this limited warranty (“Limited Warranty”) in connection with the provision of services by DRG (collectively the “Services”) under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the “Agreement”).

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the “Warranty Period”), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation (“Observational Data”) of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, “Subjects”), the Observational Data will pertain only to the specific point in time it is collected (the “Time of Collection”). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, “Changes”]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG's guidance on your permitting and license requirements, DRG's guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, "Source Information"). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. This remedy will be your sole and exclusive remedy and DRG's entire liability for any breach of this Limited Warranty. You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

Appendix A: Experienced Staff

DRG may assign the following team members to Ferndale's project. Their experiences and credentials prove that they have the qualifications needed to work for the hamlet.

Kerry Gray, M.S., is a senior urban forestry consultant and project manager with DRG. She is responsible for project oversight and providing technical input into DRG's urban forest master plans, tree management plans, municipal forestry operation assessments, and urban forestry and natural resource management ordinance and policy reviews. Ms. Gray has managed or provided technical assistance on a variety of projects, including development of a tree preservation manual for the Forest Preserves of Cook County; an urban tree canopy assessment for select communities in Michigan's Lower Grand River watershed; development and review of community urban forest management plans for Charlotte, NC and Hamtramck, MI; update to Shorewood, WI's emerald ash borer preparedness plan; and municipal ordinance reviews. She is currently managing urban forest master plan development projects for the cities of Miami Beach, FL; Dallas, TX; and Columbus, OH.

Prior to joining DRG, Ms. Gray was the urban forestry and natural resources planning coordinator for the City of Ann Arbor, Michigan. In this role, she oversaw the management of the city's urban forest, including developing the city's urban and community forest management plan; utilizing the city's street tree inventory to identify forestry work priorities; developing resource plans; overseeing tree care contractors; and providing public outreach/education. Ms. Gray was also responsible for reviewing development site plans for compliance with city natural resource protection and landscaping ordinances. She has worked for the Michigan DNR on emerald ash borer management and led efforts in resource conservation with the Ingham Conservation District. With this depth of experience, Ms. Gray provides significant support in operations, policies, and program management to a number of DRG clients.

Ms. Gray is a Certified Arborist and Municipal Specialist (MI-3868AM) through the International Society of Arboriculture and is a past-chair of the Michigan Urban and Community Forestry Council where she was active in promoting sustainable urban and community forestry activities across Michigan. Ms. Gray holds both a bachelor of science degree in forestry and master of science degree in forestry and urban studies, both from Michigan State University.

Emily Hanson is the area manager for Michigan's Environmental Consulting team. In this role, Emily provides operational leadership, team oversight, and day-to-day direction for a wide range of ecosystem restoration, ecological consulting, and urban forestry services across the state, including: vegetation surveys, tree inventories, invasive plant control, wetland delineation, contract urban forestry, forest management planning, and native plant seeding and establishment. Emily has more than 10 years of experience in the field of Urban Forestry. Before moving to Michigan, she worked for New York City's Department of Parks & Recreation as a senior forester for street tree planting and manager of the city's tree procurement program. Prior to that she worked as an urban forestry volunteer coordinator for small communities in Illinois, funded by the USDA Forest Service.

Emily has Midwestern roots, growing up in Southern Minnesota and earning her bachelor of science degree in urban and community forestry from the University of Minnesota Twin Cities. She became an ISA Certified Arborist in 2011 and earned her ISA Tree Risk Assessment Qualification in 2017.

Lee S. Mueller, M.S., C.F., is a market manager with Davey Resource Group. Mr. Mueller is responsible for expanding environmental consulting services, establishing new regional offices, and strengthening key business partnerships across the Great Lakes. Throughout his career, Mr. Mueller has demonstrated deep experience in all aspects of developing and supporting complex, multi-partner projects in urban forestry and ecosystem restoration—from project visioning and budgeting to implementation strategies and long-term maintenance. Mr. Mueller has also served as a staff or board member on a variety of professional and nonprofit organizations dedicated to forestry, arboriculture, and parks and recreation. Mr. Mueller provides a holistic approach to urban forestry, forest management, ecosystem restoration, parks and recreation planning, staff and volunteer training, nonprofit programs, and community outreach and engagement. Additionally, he excels in creating strategic partnerships; building and evaluating processes and systems; engaging diverse communities; and seeking, writing, and managing private or government grants. Prior to joining Davey Resource Group, he was instrumental in establishing an urban forestry outreach and volunteer program that garnered state and national recognition in Grand Rapids, Michigan, as well as managing large-scale, volunteer-led tree planting and phytoremediation projects in Detroit. Mr. Mueller is an International Society of Arboriculture (ISA) Certified Arborist, has an ISA Tree Risk Assessment Qualification (TRAQ), and is a Certified Forester through the Society of American Foresters, a Michigan Qualified Forester through the Michigan Department of Agriculture and Rural Development, a Michigan Registered Forester, and a Certified Plan Writer through the Michigan Forest Stewardship Program. Mr. Mueller has a master's degree and a bachelor's degree in forestry from Michigan State University.

Gerritt Moeke, CCF., is an environmental specialist with DRG. Gerritt assists site managers and project managers in the implementation of urban forestry and ecological restoration projects. Currently, he supports a Michigan Department of Transportation project covering the maintenance of newly planted trees along I-75 and the mitigation of invasives and other undesirable species that threaten the health of the planted trees and shrubs. Gerritt is OSHA 10-hour certified in General Industry Safety and was internally trained in construction oversight by Davey Resource Group alongside TGC engineering. Previously, Gerritt worked in traditional forestry assessing and managing private tracts of forest land in Northern Michigan for a small forest products company. His experience covered the cruising of timber to appraise both the value and the health of forest, planning and implementation of long-term management of northern hardwood forests, the grading and scaling of cut timber, and the sale of veneer quality hardwood logs. Gerritt earned his bachelor of science degree in forestry from Michigan State University with a minor in economics and is currently a Candidate Certified Forester for the Society of American Foresters and an International Society of Arboriculture Certified Arborist (MI-4520A).

Sean Wylie is an Environmental Specialist with Davey Resource Group. In addition to performing tree inventories, tree surveys, and tree risk assessments he supports the Michigan Team with his ecological restoration and GIS technology expertise. Before joining DRG, Sean worked at the City of Ann Arbor maintaining their tree inventory data using the City's enterprise GIS. This experience

made him a valuable asset on DRG's tree inventory update project for the City of Ann Arbor in fall 2020. Sean received his Bachelor of Science in Natural Resources Management with a GIS Technology Certificate from Grand Valley State University. He is also a Commercial Pesticide Applicator in Michigan (C003180368) with reciprocity in Ohio (ID#152096) and has the L-180, S-130, and S-190 certificates from the National Wildfire Certification Group.

Appendix B: Related Projects and References

DRG lists several projects to demonstrate our ability to complete a similar scope of work to that in the City of Ferndale.

- Provide support to municipal forestry operations.
- Undertake, manage, and complete municipal forestry projects of varying complexity.
- Accurately inventory and assess trees, planting sites, and stumps.
- Assess tree risk following ANSI standards and industry best management practices.
- Provide solutions that address the needs of our clients.

Contact DRG for more examples of our work.

Client: City of East Grand Rapids, Michigan

Contact: Doug La Fave, 616-940-4817

DRG conducted a street tree inventory in the City of East Grand Rapids. The GIS-based inventory included an assessment of 7,113 trees and stumps. All trees were evaluated for condition, structural soundness, and assigned a risk level to enable the city to prioritize its maintenance needs. DRG's experienced GIS/IT team ensured the city was able to successfully import all inventory data into the city's existing asset management system. The city immediately used their tree inventory to address all priority maintenance issues identified by DRG. DRG's experienced consulting team also presented inventory findings to the City Council, further establishing the value and importance of monitoring community trees.

Subsequently, the city has engaged DRG in ongoing contract forestry services. DRG's team of professional arborists have provided tree inspections and risk assessments to guide city decisions in the maintenance of specific trees. DRG was also asked to put together a cyclical pruning program and specifications for future tree maintenance contracts. More recently, DRG used inventory data to identify specific tree management concerns, set up a body of work, advertised a contract, managed the bid process, and administered the contract for Fiscal Years 2018 through 2021 pruning and removal operations. DRG continues to support the city's forestry efforts through tree assessments, contract management, tree pest and disease concerns, and public outreach.

Client: Macomb County Department of Planning and Economic Development

Contact: Gerry Santoro, 586-469-5285

Funded in part by a Michigan Department of Natural Resources grant, the Macomb County Department of Planning and Economic Development launched a partnership to advance urban forestry across one of Southeastern Michigan's areas of lowest tree canopy, southern Macomb County. The initial phase of the project was designed to assess urban forestry programs in several communities, evaluate existing data sources, and create a coordinated future vision to strengthen urban and community forestry efforts across multiple communities.

DRG was secured to provide multiple consulting services to support county efforts and develop a strategic foundation for the partnership. Our team of professionals performed a needs assessment of 11 Macomb County communities, which included a review of existing partnerships, staffing, budgets,

urban forestry programs, ordinances and policies, and other programmatic elements. DRG provided materials and presentations to support partnership meetings with the participating communities. DRG also analyzed existing tree canopy data and established a prioritized planting plan to improve both environmental impacts and social equity. DRG created a calculator to estimate the number of trees and associated costs needed to meet the county's canopy goals. Additionally, DRG brought a partnership with ReLeaf Michigan, a statewide non-profit, to the table to coordinate volunteer-led demonstration tree planting events.

Finally, DRG used the community needs assessments to develop a strategic urban forestry roadmap. The roadmap established a series of ways in which the Green Macomb Urban Forest Partnership can support community efforts to expand tree canopy and improve urban forest programs. Each strategy was developed based on themes that emerged in the needs assessments and customized to the particular characteristics of Macomb County. This roadmap will be used by the county to prioritize strategic actions, continue developing the partnership, solicit grant dollars, and support community efforts to expand tree canopy county-wide.

Subsequently, DRG has been retained to help implement the roadmap. Specifically, DRG has provided educational seminars for community partners to continue to establish a working knowledge of tree care, urban forest program management, and volunteer engagement. Additionally, DRG worked with Macomb County to develop social media campaign messages, images, and materials to help widely promote the benefits that trees offer Macomb County residents. More recently, DRG developed specifications for tree inventories and a management plan template for County communities. These tools have been used to advance urban forestry across Macomb County.

Client: Village of Milford

Contact: Christian Wuerth, 248-684-1515

The Village of Milford is a small, tight-knit community in southwestern Oakland County. With a public works department pulled in multiple directions, Milford was interested in gaining further insight on its tree population and using data to improve operations. DRG helped the community secure a State of Michigan Urban and Community Forestry Grant and conducted a complete inventory of 3,066 trees along public streets and within the village's Central Park. The GIS-based tree inventory included an assessment of tree size, species, condition, risk level, and maintenance need. The village received the tree inventory data in Davey's Treekeeper® 7 Tree Management Software. Village staff have been using Treekeeper® 7 to prioritize maintenance activities based on tree risk. To support staff efforts, DRG presented to the village council and detailed the inventory process, key findings, and management recommendations. DRG provides on-call consulting to address specific tree issues or questions that may arise within the village as well as revisions to the village ordinances. The partnership has allowed the village to utilize forestry expertise to augment staff capacity and expertise.

Appendix C: Inventory Data Fields

Should the City of Ferndale elect to have Davey Resource Group, Inc. update the City's tree inventory data, the following data fields will be reviewed and updated:

1. **Tree Size**—DRG's urban foresters measure the diameter to the nearest inch in 1-inch size classes at 4½ feet above the ground, or diameter at breast height (DBH).
2. **Condition**—Staff consider signs of stress, poor structure, mechanical damage, soil and root problems, disease, and pests in the assessment of tree condition.
 - a. *Excellent*—100% condition rating
 - b. *Very Good*—90% condition rating
 - c. *Good*—80% condition rating
 - d. *Fair*—60% condition rating
 - e. *Poor*—40% condition rating
 - f. *Critical*—20% condition rating
 - g. *Dead*—0% condition rating
3. **Primary Maintenance**—DRG assigns one of the following maintenance needs:
 - a. *Removal*. Trees designated for removal that have defects that cannot be cost-effectively or practically treated. The majority of the trees in this category have a large percentage of dead crown. All trees with safety risks that could pose threats to persons or property and seen as potential liabilities to the client are included in this category. This includes large dead and dying trees that are high liability risks as well as those that pose minimal liability to persons or property (such as trees in poor locations or undesirable species). Priority of work should depend upon the risk associated with the individual trees.
 - b. *Large Tree Clean*. These trees require selective removal of dead, dying, broken, and/or diseased wood to minimize potential risk. Priority of work should be dependent upon the risk associated with the individual trees. Trees in this category are large enough to require bucket truck access or manual climbing.
 - c. *Small Tree Clean*. These trees require selective removal of dead, dying, broken, and/or diseased wood to minimize potential risk. Priority of work should be dependent upon the risk associated with the individual trees. These trees are small growing, mature trees that can be evaluated and pruned from the ground.
 - d. *Young Tree Train*. These are young trees that must be pruned to correct or eliminate weak, interfering, or objectionable branches in order to minimize future maintenance requirements. These trees, up to 20 feet in height, can be worked with a pole pruner by a person standing on the ground.
 - e. *Stump Removal*. This category includes a stump that should be removed. Lacking specific information on stump removal required by local code requirements per the client, any stump 6" or greater in diameter will be specified for removal.
4. **Risk Rating**—DRG evaluates risk and assigns a risk rating based on an assessment of the failure mode (i.e., branch, whole tree, codominant stem) with the most significant risk. The specified period for the risk assessment is one year. The risk part of this inventory and evaluation is to maintain compliance with the most recent standards and practices in the arboricultural industry. It is important to note that our inspections are "rapid assessments" and are meant to show a need for further study, and thus are not legally binding in any litigation.

DRG used the following criteria and matrices, based on the *International Society of Arboriculture Best Management Practices - Tree Risk Assessment*, Second Edition (E. Thomas Smiley, Nelda Matheny, and Sharon Lilly 2017), to arrive at a risk rating.

1. *Likelihood of Failure*. Identifies the most probable failure and rates the likelihood that structural defect(s) will result in failure based on observed current conditions.
2. *Likelihood of Impacting a Target*. The rate of occupancy of targets within the target zone and any factors that could affect the failed tree as it falls towards the target.
3. *Consequences of Failure*. The consequences of tree failure are based on the level of target and potential harm that may occur. Consequences can vary depending on the size of the defect, a distance of fall for the tree or limb, and any other factors that may protect a target from harm. Target values are subjective, but DRG staff try to assess them from our client's perspective.

As shown in the matrix below, the likelihood of failure and the likelihood of target determine the likelihood of tree failure impacting a target.

Likelihood of Failure	Likelihood of Impacting Target			
	Very Low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

DRG's urban foresters estimate the risk rating by combining the likelihood of tree failure impacting a target and the consequences of failure in the matrix below. Risk ratings are Low, Moderate, High, and Extreme. A Low Risk tree poses a low overall level of risk. A Moderate Risk tree may pose some threat, particularly during storm events or unusual weather. A High Risk tree presents a high likelihood of tree or tree part failure, even during normal weather conditions. An Extreme Risk tree always poses a significant risk and probability of failure.

Likelihood of Failure	Consequences			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Even though trees may pose multiple risks at once, DRG assigns one risk rating to each tree during the inventory process. The risk rating serves only as a prioritization mechanism and is not a guarantee; Ferndale must determine the level of acceptable risk.

5. **Further Inspection**—Trees in this category need added and future inspections due to a variety of issues beyond the scope of a standard tree inventory. Categories for further inspection include:
 - a. Annual inspection (e.g., a tree with a defect requiring annual monitoring).
 - b. Recent damage inspection (e.g., a healthy tree affected by recent construction or other damage).
 - c. Advanced risk assessment (e.g., a tree with a defect needing added or specialized equipment for investigation).
 - d. Insect/disease monitoring (e.g., a tree that appears to have an emerging insect or disease problem).
 - e. None.
6. **Observations.** General observations warranting recognition include the following:

Cavity Decay	Pest Problem
Grate Guard	Poor Location
Improperly Installed	Poor Root System
Improperly Mulched	Poor Structure
Improperly Pruned	Remove Hardware
Memorial Tree	Serious Decline
Nutrient Deficiency	Signs of Stress

7. **Notes.** Additional information regarding disease, insect, mechanical damage, etc. can be included in this field.

Adding New Trees to the Existing Inventory

For any trees identified that are not currently in the City’s database, DRG will also add the following information for those trees:

1. **Address/Location**—DRG identifies the location of each tree and stump not already in the City’s database by the following attributes.
 - a. *Address.* House address.
 - b. X and Y coordinates in the desired format.
 - c. *Park Name.* The name of the park.
2. **Species**—DRG names trees by genus and species using both botanical and common names, and by cultivars where appropriate.
3. **Multi-Stem Tree**—DRG notes if a tree has multiple stems on trunks splitting less than 1 foot above ground level.
4. **Overhead Utilities**—For each tree or site, DRG records if overhead utilities are:
 - a. Present and not conflicting.
 - b. Present and conflicting.
 - c. Not present.
5. **Growing Space Type**—General space locations are categorized as:
 - a. Island. Sites surrounded by pavement or hardscape (e.g., parking lot, cul-de-sac).
 - b. Median. Sites located between opposing lanes of traffic.
 - c. Open/Restricted. Open sites with restricted growing space on 2 or 3 sides.
 - d. Open/Unrestricted. Open sites with unrestricted growing space on at least 3 sides.
 - e. Raised Planter. Sites located in an above-grade or elevated planter.

- f. Tree Lawn/Parkway. Sites located between the street curb and public sidewalk.
 - g. Unmaintained Area. Sites located in areas that do not appear to be regularly maintained.
 - h. Well/Pit. Sites at grade level and completely surrounded by sidewalk.
6. **Growing Space Size**—The minimum width of the growing space for root development is recorded.
 7. **Date of Inventory**—The date the DRG urban forester collected the data.

Contract Urban Forestry Services

Accomplishments Report

January 1 - March 31, 2021

Davey Resource Group (DRG) has been contracted by the City of Ferndale to provide urban forestry consulting services. The support includes a range of field-based, training and program development services to meet the needs of Ferndale's urban forestry program. The services are provided by DRG urban foresters who hold bachelor of science degrees in forestry and biology and one or more of the following professional credentials: ISA Certified Arborist, ISA Certified Municipal Specialist, and Certified Forester.

This report outlines the activities completed by Davey Resource Group from January 1 - March 31, 2021.

FIELD ASSISTANCE - MONTHLY SITE VISITS

Each month DRG conducts a site visit and performs tasks as directed by the City of Ferndale.

Tree Inspection Requests. DRG conducts individual tree inspections based on both resident requests received by the City and trees identified by City staff. Level 2 tree assessments are performed by DRG urban foresters in accordance with the most recent version of ANSI A300 (Part 9) Tree Risk Assessment Standard. The assessment evaluates the tree crown, trunk, trunk flare, above ground roots and site conditions to assess the tree's public risk and determine the appropriate required maintenance.

- **18** individual tree inspections were performed from January - March 2021.

Sample Tree Inspection Report

*On March 18, 2021, at your request, I performed a ground level, visual health inspection of one (1) *Styphnolobium japonicum* (Japanese pagoda) located in the tree lawn of 3324 Inman st. The Japanese pagoda tree was inspected based on its dieback in the canopy.*

The twenty two (22) inch DBH Japanese pagoda tree had large deadwood in the canopy overhanging the street. Aside from the canopy there were no other visual signs of decline. When I sounded the tree there was no apparent unsound wood that would suggest decay or cavity. I am suggesting that this tree have a large tree clean done and a visual inspection of the crown in the growing season to inspect for further canopy decline.

The Japanese pagoda tree is of fair health, moderate risk, and marked for large tree clean and future inspection. I have updated this site in Treekeeper.

PROGRAM DEVELOPMENT

To continue to build program capacity and further develop Ferndale's urban forestry program - DRG provided the following urban forestry technical assistance services.

Quarterly Meeting.

DRG facilitated a quarterly project meeting with City of Ferndale staff on January 11, 2021. This meeting focused on how DRG can best support Ferndale as DPW staff transition into new roles overseeing forestry operations.

Training.

- **Tree Identification.*** DRG conducted a tree identification training for City staff on March 18. The purpose of the training was to provide staff with the knowledge and tools for identifying trees. The training included both classroom and field training. City staff were also provided with tree materials and resources for review prior to the training and for future reference.
- **TreeKeeper*.** Provided on-site training with Ferndale DPW staff on how to use TreeKeeper. Staff were also provided with video trainings and resources for future reference..

*All trainings were conducted observing COVID-19 safety measures - including social distancing and the use of face coverings.

UPCOMING ACTIVITIES

- Monthly site visits (April - June)
- Tree planting training (field-based - refresher)

Contract Urban Forestry Services

Accomplishments Report

October 1 - December 31, 2020

Davey Resource Group (DRG) has been contracted by the City of Ferndale to provide urban forestry consulting services. The support includes a range of field-based, training and program development services to meet the needs of Ferndale's urban forestry program. The services are provided by DRG urban foresters who hold bachelor of science degrees in forestry and biology and one or more of the following professional credentials: ISA Certified Arborist, ISA Certified Municipal Specialist, and Certified Forester.

This report outlines the activities completed by Davey Resource Group from October 1 - December 31, 2020.

FIELD ASSISTANCE - MONTHLY SITE VISITS

Each month DRG conducts a site visit and performs tasks as directed by the City of Ferndale.

Tree Inspection Requests. DRG conducts individual tree inspections based on both resident requests received by the City and trees identified by City staff. Level 2 tree assessments are performed by DRG urban foresters in accordance with the most recent version of ANSI A300 (Part 9) Tree Risk Assessment Standard. The assessment evaluates the tree crown, trunk, trunk flare, above ground roots and site conditions to assess the tree's public risk and determine the appropriate required maintenance.

- **13** individual tree inspections were performed from October - December 2020.

Sample Tree Inspection Report

On November 17, 2020, at your request, I performed a ground level, visual health inspection of one (1) Tilia cordata (Littleleaf linden) located in the tree lawn of 1966 E Saratoga. The tree was inspected based on the concerns of the landowner.

The eighteen (18) inch DBH littleleaf linden is covered along the main trunk in what is likely cankers. Typical with lindens is the nectria canker, this canker consists of sound wood but on smaller limbs oftentimes girdles the limb. The main trunk tends to not be girdled by the cankers but with this many cankers across the trunk I am concerned it may have an affect on the health of the canopy. I am going to schedule a future inspection in the spring to observe the health of the canopy.

The linden is fair to poor health and low risk. I have updated this site in Treekeeper.

Garbutt Park Tree Inspections.

Level 2 Assessments. On October 15, 2020, DRG urban foresters conducted Level 2 Assessments on **42 trees** in Garbutt Park. The inspections were a follow-up to the Level 1 Assessments DRG conducted in September 2019 in response to the loss of several large red oak trees in the park. To conduct the Level 2 Assessments the trees were inspected from ground level and from all sides. No trees were climbed or inspected from an aerial platform. All trees were sounded using a mallet. Sounding trees is an efficient method of locating internal decay. As the tree is tapped with the mallet, the pitch of the sound and the size of the area from which sound resonates are used to differentiate between solid wood and decayed wood. The methods used to inspect the trees are consistent with the Level 2 assessment as described by the Tree Risk Assessment Manual (International Society of Arboriculture 2013).

The **results of the Level 2 Assessments** identified 7 trees for removal, 31 trees for pruning, 1 tree that requires immediate pruning to address a broken limb hanging over a sidewalk, and 8 trees that were recommended for a Level 3 Tree Inspection. A Level 3 Tree Inspection

Level 3 Assessments. On December 17, 2020, Level 3 assessments were performed on the 8 trees identified during the Level 2 assessments, plus an additional tree identified in the field. A Level 3 inspection is an advanced assessment that includes the following elements:

- Evaluation of the site conditions that may impact the tree
- Assessment and evaluation of the tree's overall health & species profile
- Review of the load factors that may impact the tree
- Identification of tree defects and conditions affecting the likelihood of failure
- Assessment of the vigor/vitality
- Assessment of in-tree cavity, conch, and rot
- Use of a resistograph and/or sonic tomography device to determine the extent of potential internal decay and/or cavities.
- Categorization of the risks

The Level 3 Assessments were conducted by Davey Resource Group's Michigan team of ISA Certified Arborists along with Dr. R.J. Laverne and Dr. Adam Baker, resistograph/sonic tomography specialists, from the Davey Institute. A resistograph is a tool used in determining the structural integrity of a tree by measuring the resistance of the wood to determine the extent of sound and decayed wood (Figure 1). Sonic tomography uses sound waves to detect areas of sound wood, decay, and defects in a tree (Figure 2).

The **results of the Level 3 Inspections** identified 2 trees for removal, 6 trees for pruning, and 1 multi-stem tree where cabling is recommended to secure the two stems.

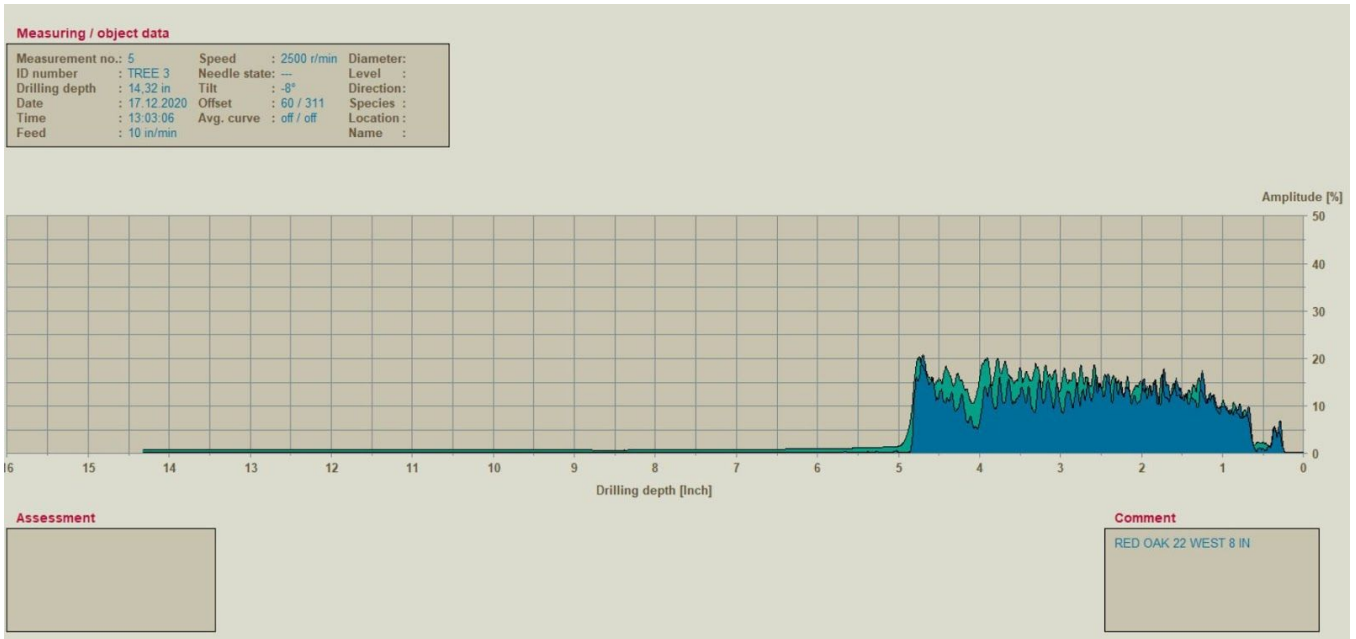


Figure 1. Resistograph reading of 22" red oak at Garbutt Park recommended for removal

Explanation of Resistograph Reading: The areas of blue/green indicate areas of sound wood as the drill is moving into the tree - from right to left. As the drill moves about 5" into the trunk the graph drops (blue/green area) indicating areas of decay. The drill continues for a depth of 14.5" with no areas of sound wood detected. Based on the results of resistograph - the extensive level of decay at the base of this tree indicates that there is a high risk of whole tree failure within one year.

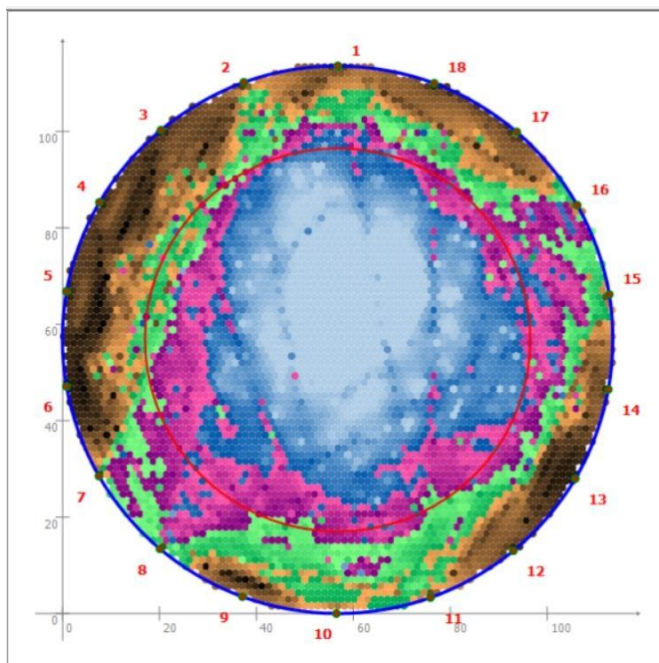


Figure 2. Sonic Tomograph reading of a 36" red oak at Garbutt Park recommended for removal.

Explanation of Sonic Tomograph Image: The areas in brown in the sonic tomography image are areas of solid/sound wood. The areas of green and purple indicate areas of varying levels of decay and the blue areas indicate extensive decay or hollows. Based on the results of the sonic tomography and resistograph, this tree has a high risk of whole tree failure within one year.

UPCOMING ACTIVITIES

- Monthly site visits and tree inspections
- Quarterly Meetings with City of Ferndale staff to identify urban forestry program priorities (January and April)
- TreeKeeper training and assistance - as needed
- Staff Tree Identification training (March 18, 2021)
 - Training will be conducted observing COVID-19 safety measures - including social distancing and the use of face coverings.

Contract Urban Forestry Services

Accomplishments Report

May 16 - September 30, 2020

Davey Resource Group (DRG) has been contracted by the City of Ferndale to provide urban forestry consulting services. The support includes a range of field-based, training and program development services to meet the needs of Ferndale's urban forestry program. The services are provided by DRG urban foresters who hold bachelor of science degrees in forestry and biology and one or more of the following professional credentials: ISA Certified Arborist, ISA Certified Municipal Specialist, and Certified Forester.

This report outlines the activities completed by DRG from May 16 - September 30, 2020.

FIELD ASSISTANCE - MONTHLY SITE VISITS

Each month DRG conducts a site visit and performs tasks as directed by the City of Ferndale.

Tree Inspection Requests. DRG conducts individual tree inspections based on both resident requests received by the City and trees identified by City staff. Level 2 tree assessments are performed by DRG urban foresters in accordance with the most recent version of ANSI A300 (Part 9) Tree Risk Assessment Standard. The assessment evaluates the tree crown, trunk, trunk flare, above ground roots and site conditions to assess the tree's public risk and determine the appropriate required maintenance.

- **51** individual tree inspections were performed from June - September 2020.

Sample Tree Inspection Report

On September 17, 2020, at your request, DRG performed a ground level, visual health inspection of one (1) Gleditsia triacanthos (honeylocust) located in the tree lawn of X Planavon st. The tree was inspected due to the severity of decline.

The twenty five (25) inch DBH honeylocust has very apparent stress and decline. The crown has a large amount of dead branches and signs of decreased vigor. The large dead branches alone are high risk hanging over the sidewalk, lawn, and intersection. Also the base of the trunk has a large area of dead and decaying wood. Using a sounding hammer I found a large area extending from the root crown up the trunk. Due to the extensive decay and dead wood at the base of the trunk and the dead crown area I am suggesting a full tree removal.

The Honeylocust is of poor health, high risk, and marked for removal. I have updated this site in Treekeeper.

- In response to a City Code violation for unauthorized tree removal and damage - DRG conducted a field inspection and provided a report of findings to City Planning staff.

PROGRAM DEVELOPMENT

To assist in building program capacity and helping to further develop Ferndale's urban forestry program - DRG provided the following urban forestry technical assistance services.

Quarterly Meeting.

DRG facilitated a quarterly project meeting with City of Ferndale staff on August 19. This meeting focused on identifying urban forestry program priorities for FY 2020-21. Priorities identified, included:

- Assisting in staff transitions by providing TreeKeeper training and resources to Ferndale staff new to the City's urban forestry program.
- Inputting work records and activities into TreeKeeper
- Providing follow-up resources for City staff on tree pruning
- Conducting tree identification training for City staff
- Grant assistance
- Site visit to monitor oaks at Garbutt Park

Grant Assistance.

- Assisted staff in identifying a list of potential projects for grant funding
- Drafted project description and information for a forestry operations review for use in grant application

Training.

- **Tree Planting.*** DRG conducted a tree planting training with City staff on May 20. The purpose of the training was to demonstrate proper tree planting techniques. The training was a hands-on, field training - where staff participated in a tree planting. City staff were also provided with tree planting materials and resources for review prior to the training and for future reference.
- **Tree Risk Assessment.*** DRG staff conducted a tree risk training with City staff on June 25. The purpose of this training was to provide Ferndale staff with an introduction to tree risk and tree defects. Similar to the tree planting training - DRG provided a recorded presentation to teach the concepts on tree risk and tree defects for City staff to review prior to the field-based training. DRG ISA Certified Arborists conducted a field-based tree risk/defects training where City staff could apply the concepts learned during the computer based training.
- **TreeKeeper.** Provided video trainings and resources for Ferndale staff that are new to using TreeKeeper. DRG will provide an in-person training when new staff have been hired.

*All trainings were conducted observing COVID-19 safety measures - including social distancing and the use of face coverings.

UPCOMING ACTIVITIES

- Monthly site visits
- Monitoring inspection of oaks at Garbutt Park (October 2020)
- TreeKeeper training and assistance (TBD)
- Tree Identification training (spring 2021)

Addendum

INSURANCE

Contractor shall not commence work under this Agreement until it has obtained insurance required by this paragraph. All coverages shall be with insurance carriers authorized to do business in the State of Michigan.

- A. Workers Compensation Insurance: Contractor shall procure workers compensation insurance, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Contractor shall procure for the life of this Agreement commercial general liability insurance on an "occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence.
- C. Additional Insured: Commercial general liability insurance shall name City as an additional insured including all elected officials and all employees
- D. Cancellation Notice: All insurance policies listed above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: City Clerk, City of Ferndale, 300 East Nine Mile Road, Ferndale, Michigan 48220."
- F. Proof of Insurance Coverage: Contractor shall provide to City Certificates of Insurance for all policies listed above, or at the request of City, certified copies of all policies. If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal Certificates of Insurance and/or policies to City at least ten (10) days prior to the expiration date.

INDEMNIFICATION

Contractor shall indemnify and hold harmless the City of Ferndale against any and all claims, demands, suits, loss, including all reasonable costs, for any damages asserted, claimed or recovered against or from the City of Ferndale which are caused by Contractor's negligent or willful acts or omissions during the performance of this Agreement, except for the negligence of the City of Ferndale or other third party for which Contractor is not responsible. Contractor retains the right to select counsel reasonably acceptable to the City, the City will provide reasonable cooperation, and the City will not unreasonably withhold consent to settle any claims for which Contractor is providing defense or indemnification. This Paragraph shall survive the completion of Contractor's applicable services for a period of two (2) years. Notwithstanding anything to the contrary in the parties' Agreement, this Addendum, or elsewhere, in no event shall Contractor's total liability exceed the applicable insurance limits set forth above.



May 24, 2021

City Manager

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Michael Lary

SUBJECT: Approval of the 2021 Ferndale Dream Cruise Sponsorship Agreement Between the City of Ferndale and GTB (Agent for Ford Motor Company)

SUGGESTED ACTION

Approve the 2021 Ferndale Dream Cruise Sponsorship Agreement between the City of Ferndale and GTB (agent for Ford Motor Company), and approve the Director of Special Events to sign the agreement, as submitted by the Director of Special Events.

Agenda Item Category

Other

Agenda Item Deadline Date

2021-05-19

Item Description

This agreement is for sponsorship by Ford Motor Company of the 2021 Ferndale Dream Cruise, scheduled to be held August 20-21, 2021, in downtown Ferndale. Ford has been the Presenting Sponsor of the Ferndale Dream Cruise since 2008. Their financial support funds the City's participation in the Woodward Dream Cruise and its premier events: Ferndale Emergency Vehicle Show, Lights & Sirens Cruise, Mustang Alley, and more.

Item Background

The Woodward Dream Cruise, a celebration of car culture, began in 1995 as an effort by local resident Mr. Nelson House and a handful of volunteers to raise money for a children's soccer field in Ferndale. What was intended as a one-time event has become a successful annual celebration, attracting visitors from around the world with classics, customs, hot rods, muscle cars, street machines, collectors, and special-interest vehicles of all kinds.

The proposed plans for this year's event will comply with any/all real-time emergency orders from the MDHHS. If for any reason the termination of this agreement is required, the City must provide the sponsor written notice no less than 30 days prior to the event and refund of sponsorship funds.

Item Costs

n/a

GL#

n/a

CIP#

n/a

Additional Notes

ATTACHMENTS:

[2021 Ford Sponsorship Agreement.pdf](#)

LETTER OF AGREEMENT

2021 Ferndale Dream Cruise, City of Ferndale, MI

This letter agreement ("Agreement") is made and entered into as of May 5, 2021 ("Execution Date") to be effective as of April 1, 2021 ("Effective Date"), by and between GTB, as agent for Ford Motor Company (collectively, "Sponsor"), and the City of Ferndale ("Organization"), and will confirm that in connection with Sponsor's sponsorship of the 2021 Ferndale Dream Cruise, the parties acknowledge and agree, as follows:

1. Sponsorship Benefits and Rights. Subject to the terms and conditions of this Agreement, Sponsor will receive Sponsor name and/or logo inclusion in select advertising, promotional materials and/or other sponsorship benefits and rights as mutually agreed to by the parties, including, without limitation, the benefits and rights listed on Exhibit A hereto (collectively, "Sponsorship Benefits"), all elements subject to Sponsor's approval, as consideration for payment of the total Sponsorship Fee (as such term is defined below) by Sponsor.
2. Sponsorship Fee. In consideration of the rights and benefits granted herein, and subject to the mutual execution and delivery of this Agreement by the parties, Sponsor shall pay Organization a one-time fee of \$50,000 ("Sponsorship Fee"), which will be due and payable within 60 days of Sponsor's receipt of an applicable invoice in the form and format reasonably acceptable to Sponsor. Except as otherwise specifically provided in this Agreement and/or otherwise mutually agreed by the parties in writing, each of the parties shall pay its own costs and expenses incurred in performing their respective obligations hereunder.
3. Grant of Licenses.
 - a. Sponsor hereby grants, and Organization hereby accepts, the limited, revocable, non-exclusive, non-sublicensable, non-assignable and non-transferable license to use, during the Term (as such term is defined herein), the Sponsor names, trademarks and logos (collectively, "Sponsor Trademarks"), solely in the form provided by Sponsor, and for use in connection with Organization's provision of the Sponsorship Benefits set forth herein, provided that each and every use must be pre-approved by Sponsor in writing. Organization hereby covenants and agrees that the Sponsor Trademarks shall remain the sole and exclusive property of Sponsor and that Organization shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the Sponsor Trademarks will inure directly to the benefit of Sponsor.
 - b. Organization hereby grants, and Sponsor hereby accepts, the limited, revocable, non-exclusive, non-sublicensable, non-assignable and non-transferable license to use the Organization names, trademarks and logos (collectively, "Organization Trademarks") for use in its advertising, marketing and promotional materials in all formats and media (including, without limitation, on its website, mobile apps and social marketing pages on third party websites and mobile apps) in connection with the Sponsorship Benefits, including, without limitation, to identify and promote its association with Organization and its status as a sponsor.
 - c. Upon termination or expiration of this Agreement for any reason, Organization shall immediately discontinue all use of the Sponsor Trademarks and Sponsor shall immediately discontinue all use of the Organization Trademarks.
4. Advertising Materials. All marketing and advertising materials prepared by Organization in connection with its provision of the Sponsorship Benefits and any other content, information and/or other materials provided by Organization hereunder (collectively, "Advertising Materials") will be subject to Sponsor's prior approval in each instance, including, without limitation, as to the nature, size, location, form and content thereof. Organization shall be responsible for, at its sole cost and expense, the production, installation, copy and maintenance charges of any and all Advertising Materials.
5. Representations and Warranties.
 - a. Each party represents, warrants and covenants to the other party that:
 - i. it has the full right, power and authority to enter into and perform the acts required of it under this Agreement;

- ii. the execution and delivery of this Agreement and the performance of its obligations do not conflict with, or constitute a default under any covenant, agreement, judgment, law, order or contract to which it is subject;
 - iii. this Agreement constitutes the legal, valid and binding obligation of such party when executed and delivered;
 - iv. in performing its obligations under this Agreement, it shall comply with (and shall ensure that all of its personnel, agents, subcontractors and/or representatives comply with) (x) all applicable federal, state and local laws, rules and regulations, as well as any and all best industry practices, including, without limitation, the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising, the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act of 1991 and any and all data security laws, rules and regulations, and (y) any and all third party platform terms and conditions (e.g., Facebook, Twitter, Instagram, etc.);
 - v. it shall conduct its business in accordance with good business judgment and shall not suffer or permit any act, event or condition that would discredit, disparage or adversely affect the reputation of Sponsor and/or its affiliates; and
 - vi. it has obtained or shall obtain and maintain all rights, licenses, consents and authorizations necessary to perform its obligations and adhere to all of the terms and conditions set forth in this Agreement.
- b. Organization further represents, warrants and covenants to Sponsor that:
- i. its personnel and subcontractors have the proper skill, training and background necessary to accomplish their assigned tasks, and all services to be rendered under this Agreement will be performed with promptness and diligence in a highly competent, professional and workmanlike manner by fully qualified personnel;
 - ii. it shall dedicate sufficient resources to fulfill its obligations hereunder in an adequate and timely manner, including its obligations to provide the Sponsorship Benefits and the Advertising Materials in accordance with this Agreement;
 - iii. the Advertising Materials, and/or any other content, data or other information provided by Organization hereunder, do not and will not (x) violate (A) any applicable federal, state and local laws, rules and regulations, and/or any and all best industry practices, including, without limitation, the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising, the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act of 1991 and any and all data security laws, rules and regulations, and/or (B) any and all third party platform terms and conditions (e.g., Facebook, Twitter, Instagram, etc.) and/or (y) infringe, misappropriate or violate the intellectual, proprietary or other rights of any third party; and
 - iv. Organization (and any Organization personnel) shall not commit any act nor make any statements in the Advertising Materials (as applicable) or otherwise: (x) which may be considered to be offensive or obscene and/or slanderous or defamatory against Sponsor and/or any third party, (y) which may or will impair, impugn, denigrate, disparage or negatively reflect upon the name, reputation or business interests of Sponsor or any of its owners, parent companies, divisions, affiliates, agents or related entities and/or (z) which contravene any guidelines or directives given by Sponsor to Organization.

6. Indemnification.

- a. Organization shall indemnify, defend (at Sponsor's election) and hold harmless Sponsor and its officers, members, partners, agents, employees, affiliates and licensees from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and disbursements, arising out of or relating to (a) any breach or alleged breach of any representation, warranty, covenant or agreement made by Organization herein; (b) any claim alleging that the Advertising Materials infringe, misappropriate and/or violate any patent, copyright, trade secret, trademark, proprietary, privacy or any other right of any third party; (c) any and all wrongful or negligent acts or omissions of Organization or any of its directors, officers, employees, contractors

or agents in connection with its obligations hereunder and (d) any other activities of Organization, its personnel, agents, representatives or subcontractors, including, without limitation, in connection with the provision of the Sponsorship Benefits. Organization shall solely conduct the defense of any such claim or action and all negotiations for its settlement or compromise; provided, however, that (i) no settlement or compromise shall be entered into or agreed to without Sponsor's prior written approval and (ii) Sponsor has the right to participate, at its own expense, in the defense and/or settlement of any such claim or action in order to protect its own interests.

- b. Sponsor shall indemnify, defend (at Organization's election) and hold harmless Organization and its officers, members, partners, agents, employees, affiliates and licensees from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and disbursements, arising out of or relating to (a) any breach or alleged breach of any representation, warranty, covenant or agreement made by Sponsor herein; and (b) any claim alleging that the Sponsor Materials infringe, misappropriate and/or violate any patent, copyright, trade secret, trademark, proprietary, privacy or any other right of any third party.
7. Confidentiality. Each party agrees to regard and preserve as confidential all information related to the business and activities of the other party, which may be obtained by such party from any source or may be developed as a result of this Agreement, including financial and business information, strategy, trade secrets, know-how, technical information, specifications, past, present and future operations, partner, client, trader and supplier identities, and other non-public information, whether tangible, intangible, visual, electronic or otherwise, together with notes, analysis, compilations, studies and/or other documents prepared by a party, its directors, officers, employees, agents and representatives based upon, containing or otherwise reflecting such information ("Confidential Information"). Each party agrees to hold the Confidential Information of the other in trust and confidence and shall not disclose such information to any person, firm or enterprise, or use (directly or indirectly) any such information for its own benefit or the benefit of any other party, except as may be required by law. Even when disclosure is permitted, each party agrees to limit access to and disclosure of the other party's Confidential Information to its employees and subcontractors on a "need to know" basis only. Notwithstanding the foregoing, either party may disclose the other party's Confidential Information pursuant to applicable law or regulation or compulsion of proper judicial or other legal process; provided, however, that the disclosing party shall provide prompt notice of the same prior to such required disclosure such that the other party may seek a protective order or other appropriate remedy to safeguard, restrict and/or limit the disclosure of such Confidential Information. Information shall not be considered "Confidential Information" hereunder to the extent, but only to the extent that, such information (a) is or becomes publicly available through no fault, default or breach of or by the receiving party, (b) is or was rightfully acquired by the receiving party from an independent third party without restriction or obligation of confidentiality and without breach of any agreement or obligation or (c) if such information is or was independently developed by the receiving party without use of or reference to Confidential Information of the other party. Each party shall, in advance, by agreement, instruction or otherwise, ensure that each individual who obtains or is in a position to obtain Confidential Information of the other party, understands and has agreed to comply with the obligations in this Section 7. Further, in the event of a breach or threatened breach of either party's obligations in this Section 7, the other party will suffer immediate and irreparable harm for which money damages may be difficult to calculate and/or provide inadequate compensation. Accordingly, either party will be entitled to an injunction, restraining order or other equitable relief to enforce compliance with the provisions of this Section 7; provided, however, that no specification herein of any particular legal or equitable remedy shall be deemed or construed to prohibit either party from seeking or obtaining any other remedy under this Agreement, at law or in equity.
8. Term; Right of First Refusal. This Agreement shall commence as of the Effective Date and, unless terminated earlier pursuant to any express provisions of this Agreement, shall continue through August 31, 2021 ("Term"). Organization hereby grants Sponsor the option to renew the Term of this Agreement on terms and conditions to be negotiated and mutually agreed to by the parties in good faith. Organization shall present to Sponsor a renewal proposal at least 120 days prior to the end of the Term. Sponsor shall exercise said option, if at all, by providing written notice to Organization at least 60 days prior to the end of the Term. In the event that Sponsor does not exercise such option, the Sponsorship Benefits and other rights and benefits described in this Agreement will nonetheless continue through the end of the Term.
9. Termination.
 - a. Sponsor may terminate this Agreement immediately upon written notice to Organization if, in Sponsor's reasonable discretion, the value of the Sponsorship Benefits for Sponsor is materially diminished, or such association may cause Sponsor harm to its reputation.

- b. Sponsor may terminate this Agreement, in whole or in part, immediately upon notice to Organization for any reason or without any particular reason and for convenience, at any time without further obligation or liability of any kind.
 - c. Either party may terminate this Agreement, immediately upon written notice to the other party, if: (i) the other party materially breaches this Agreement, and such breach (x) is incapable of cure or (y) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice thereof; or (ii) the other party (w) becomes insolvent or becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, (x) is dissolved or liquidated or takes any corporate action for such purpose, (y) makes a general assignment for the benefit of creditors or (z) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
 - d. If Sponsor terminates this Agreement prior to the end of the Term, Organization shall refund to Sponsor the Sponsorship Fee less the pro rata portion of the Sponsorship Fee as of the date of termination equal to the amount representing compensation for the Sponsorship Benefits provided prior to the date of termination.
10. Miscellaneous. Organization may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Sponsor which shall not be unreasonably withheld. Sponsor may freely assign this Agreement and any rights and obligations hereunder to any affiliate of GTB and/or Ford Motor Company, or to an entity succeeding to all or substantially all of the assets of Sponsor (whether by merger, reorganization, sale of equity or assets, or otherwise), and may assign this Agreement and any rights and obligations hereunder to any other party with Organization's consent. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever. This Agreement may not be amended nor any provision waived except in writing signed by the parties. This Agreement and all exhibits attached hereto and incorporated herein contain the full understanding of the parties with respect to the subject matter hereof and supersede any and all previous agreements between the parties. Organization acknowledges and agrees that all provisions of this Agreement are reasonable and valid in all respects and that if it is determined that any provision hereof, or any part thereof, is invalid or unenforceable, the remainder of the provisions will not thereby be affected and shall be given full effect, without regard to the invalid portions. Organization agrees that it shall not make any claims of ownership or other interest in or to any of Sponsor's trade names, trademarks, service marks or logos (including, without limitation, Sponsor Trademarks) and shall not make any use of the foregoing without Sponsor's prior written consent. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan applicable to contracts made and wholly performed therein without regard to principles of conflicts of law. Each party hereby consents to the jurisdiction of any state or federal court located in the State of Michigan. Facsimile signatures will be deemed original for all purposes. This Agreement may be executed in counterparts all of which when taken together will be deemed to constitute one and the same instrument. The submission of this document to Organization or its attorney for review or signature does not constitute an offer to Organization. This instrument will have no binding force or effect until its execution and unconditional delivery by both parties hereto. Any provision of this Agreement which, either by its terms or to give effect to its meaning, must survive, including, without limitation, Section 3 through this Section 10, shall survive the cancellation, expiration or termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Exhibit A
Sponsorship Benefits to Ford Motor Company

2021 Ferndale Dream Cruise
City of Ferndale, MI

1. Organization shall designate Sponsor the "Presenting Sponsor" of the 2021 Ferndale Dream Cruise.
2. Organization shall permit Sponsor to implement Sponsor's designation, and the official Event logo, into Sponsor's 2021 Marketing and Promotional Plan.
3. Organization shall include Sponsor's specified Sponsor Trademarks in the Event advertising, including, without limitation, the official Event Poster and controlled promotions.
4. Organization shall incorporate Sponsor's name and category into all Event media releases.
5. Sponsor shall be a featured guest speaker at the Official Ribbon Cutting Ceremony on Friday, August 20, 2021.
6. Sponsor shall have the option to participate in the Lights & Sirens Cruise on Friday, August 20, 2021.
7. Organization shall integrate Sponsor's specified Sponsor Trademarks on www.FerndaleDreamCruise.com with a hotlink to Sponsor's official website effective May 1, 2021 and expiring on August 31, 2021.
8. Sponsor may hotlink the Event site on Sponsor's official website.
9. Sponsor shall have the exclusive right to display Sponsor provided exterior vinyl banners on twenty East and West Nine Mile Road light pole mast arms for event branding, subject to review and approval by Organization:
 - a) Banner dimensions: 18" w x 40" h.
 - b) Banners shall be displayed locations: East Nine Mile Rd (Woodward Ave. to Paxton) and West Nine Mile Rd (Woodward Ave. to Planavon), effective July 15, 2021 to August 31, 2021.
10. Sponsor shall have the exclusive rights to display Sponsor provided exterior vinyl banners on sixteen Woodward Ave. street pole mast arms for event promotion, subject to review and approval by Michigan Department of Transportation (MDOT):
 - a) Banner dimensions at 30' w x 96' h.
 - b) Banners shall be displayed north and south of the Nine Mile Rd at Woodward Ave. intersections effective August 10, 2021 to August 21, 2021.
11. Sponsor shall have exclusive logo rights to the 2021 Event overhang banner on West Nine Mile Rd at Woodward Ave.
12. Organization shall integrate Sponsor's specified Sponsor Trademarks on the 2021 Event on-site banners.
13. Sponsor shall showcase Ford Motor Company automotive brands, products and corporate partners, for promotional marketing purposes, in the following designated locations:
 - a) On East Nine Mile Rd between Woodward Ave and Bermuda.
Effective: August 20, 2021 at 8:00 AM.
 - b) On West Nine Mile Rd at Woodward Ave.
Effective: August 20, 2021 at 7:00 AM.
 - c) City Hall Municipal Parking Lot (#11):
 - i. Parking Lot South & Center Section: Effective August 20, 2021 at 7:00 AM.
 - ii. Entire Parking Lot: Effective August 20, 2021 at 9:00 PM.

14) Sponsor shall host Mustang Alley on East Nine Mile Rd (Woodward Ave. to Hilton Rd); and West Nine Mile Rd (Woodward to Allen Rd):

- a) Effective: 5:00 AM, August 21, 2021; and
- b) Ending: 8:00 PM, August 21, 2021.

15. Organization shall permit Sponsor to conduct consumer and/or product surveys on-site with spectators and participants.

14. Sponsor shall dismantle and remove all products, signage and marketing display structures according to the following timeline schedule:

- a) West Nine Mile Road, August 21, 2021 on or before 11:30 PM; and
- b) East Nine Mile Road, August 22, 2021 on or before 6:00 AM; and
- c) City Hall Municipal Parking Lot (#11) - Center Section, August 22, 2021 by 12:00 PM.