



City Council Meeting
7:00 p.m., Monday, October 16, 2017
Council Chambers
23600 Liberty Street
Farmington, MI 48335

FINAL

REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on October 16, 2017, at 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 7:00 PM by Mayor William Galvin.

1. ROLL CALL

Attendee Name	Title	Status	Arrived
Sara Bowman	Councilmember	Present	
Greg Cowley	Councilmember	Present	
William Galvin	Mayor	Present	
Steve Schneemann	Mayor Pro Tem	Present	
Jeff Scott	Councilmember	Present	

City Administration Present

Director Christiansen
Director Demers
Superintendent Eudy
City Clerk Halberstadt
City Manager Murphy
City Attorney Schultz
City Treasurer Weber

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the 2017 Miss Farmington Court.

3. PUBLIC COMMENT

No public comment was heard.

4. APPROVAL OF ITEMS ON CONSENT AGENDA

- A. **Accept minutes from City's Boards and Commissions: Emergency Preparedness Commission, Commission for Family, Youth and Children, Farmington Area Arts Commission, Historical Commission, and Public Parking Committee**
- B. **Farmington Monthly Payments Report**
- C. **Farmington Public Safety Monthly Report**

- D. **City Council Meeting Minutes**
 Special - September 18, 2017
 Regular - September 18, 2017
 Special - September 25, 2017
 Regular – October 2, 2017
- E. Consideration to set public hearing on Application of Roush Manufacturing, Inc. to transfer its Industrial Facilities Exemption Certificate (IFEC) to its assignee, Roush Industries, both subsidiaries of Roush Enterprises, Inc.
- F. Consideration to schedule program year 2018 Community Development Block Grant Application Public Hearing
- G. Building Department Quarterly Report

Move to approve items on the Consent Agenda as presented.

RESULT: APPROVED [UNANIMOUS]
MOVER: Cowley, Councilmember
SECONDER: Scott, Councilmember
AYES: Bowman, Cowley, Galvin, Schneemann, Scott

5. APPROVAL OF REGULAR AGENDA

Move to approve the regular agenda as presented.

RESULT: APPROVED [UNANIMOUS]
MOVER: Scott, Councilmember
SECONDER: Bowman, Councilmember
AYES: Bowman, Cowley, Galvin, Schneemann, Scott

6. PRESENTATION/PUBLIC HEARINGS

A. Miss Farmington Presentations of Checks

Kim Riley presented scholarship awards to contestants of 2017 Miss Farmington pageant.

7. NEW BUSINESS

A. Special Event Permit – Winter Artisan Market

Administration advised Penny Oglesby, Farmington Resident, has requested approval for a Farmington Winter Artisan’s Market to be held at the Masonic Lodge, November 18 – December 23. Her intention is to make this an annual event.

Move to approve a Special Event Application for the Farmington Winter Artisan Market to be held at the Masonic Lodge, 34002 Grand River Avenue, every Saturday from November 18 – December 23, 10:00 a.m. until 2:00 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Schneemann, Mayor Pro Tem
SECONDER:	Bowman, Councilmember
AYES:	Bowman, Cowley, Galvin, Schneemann, Scott

B. First Reading of Proposed Amendment to Chapter 19, Article 7, of the City of Farmington Code of Ordinances - Alarm Systems

Demers advised that the Department of Public Safety has continued to respond to an increasing number of false alarms at business and residences throughout the City. He stated the current alarm ordinance makes it difficult for homeowners and business owners to be held accountable for repeated false alarms. The proposed ordinance eliminates the 30-day alarm cycle, thereby reducing the number of permitted false alarms; increases fees for second and subsequent false alarms; and requires property owners or renters to register their alarm system with the City.

Cowley noted the majority of repeat offenders are from the commercial sector.

Responding to Scott, Demers stated that to date there are two businesses that have had eleven false alarms through September.

Bowman confirmed the new ordinance would require that alarm systems be installed by a licensed contractor; that a ninety day lead period will be applied once the ordinance is effective; and that the fines will be removed from the proposed ordinance and added to the City fee Schedule.

Move to approve the first reading of an ordinance to amend the Farmington City Code, Chapter 19, Article 7, "Alarm Systems" as amended, removing the fee schedule from the ordinance. [SEE ATTACHED ORDINANCE]

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Scott, Councilmember
SECONDER:	Schneemann, Mayor Pro Tem
AYES:	Bowman, Cowley, Galvin, Schneemann, Scott

C. Consideration to Approve Construction Estimate No.2 (Final), for the US-16 Drain Disconnect

Move to approve Construction Estimate No. 2 (Final), for work completed on the US-16 Drain Disconnect and authorize payment in the amount of \$6,654.45 to Bidigare Contractors.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bowman, Councilmember
SECONDER:	Scott, Councilmember
AYES:	Cowley, Galvin, Schneemann, Scott, Bowman

D. Consideration to Approve Construction Estimate No.3 for the Open Cut Sewer Repair - Bel-Aire

Move to approve Construction Estimate No. 3 for the Open Cut Repair Segment 26 identified in Division I of the Bel-Aire, Shiawassee, Mooney Street Sewer Rehabilitation and Improvement contract and authorize payment to Bidigare Contractors in the amount of \$38,416.00.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Cowley, Councilmember
SECONDER:	Schneemann, Mayor Pro Tem
AYES:	Galvin, Schneemann, Scott, Bowman, Cowley

E. Consideration to Approve Purchase of Replacement Water Meters

Responding to Cowley, Eudy discussed the savings realized as a result of the new water meters. He noted the meters also provide better data that includes information on leaks or if the meter stops operating.

Scott confirmed with Eudy that there is no cost to the homeowner for installation of a water meter.

Responding to Scott, Eudy stated it takes between 25-40 minutes to install a residential meter. He noted the installation of commercial meters can take up to three hours.

Move to authorize the purchase of new "E-Series water meters from Badger Meter Incorporated, Milwaukee, Wisconsin, in an amount not to exceed \$116,000.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Scott, Councilmember
SECONDER:	Schneemann, Mayor Pro Tem
AYES:	Schneemann, Scott, Bowman, Cowley, Galvin

F. Consideration to Approve Change Order No. 2 and Construction Estimate No.2 (Final) for the 2017 Farmington Sidewalk Improvement Program

Responding to Cowley, Eudy discussed the established guidelines for sidewalk replacement and repair.

Cowley suggested including an item in the upcoming City newsletter regarding how the sidewalk program is administered.

Bowman confirmed with Eudy that the sidewalk contract came in under budget.

Move to approve Change Order No. 2 and Final Construction Estimate No. 2 (Final) for the 2017 Farmington Sidewalk Improvement Program and authorize payment to Audia Construction in the amount of \$6,781.17 which includes the release of previously held retainage.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bowman, Councilmember
SECONDER:	Schneemann, Mayor Pro Tem
AYES:	Scott, Bowman, Cowley, Galvin, Schneemann

G. Consideration to Amend Fiscal Year 2017/18 Budget for Purchase of Dump Truck Bed

Responding to Schneemann, Eudy stated with this purchase they will need to keep a close eye on their budget, but does not believe it will have a significant impact on funding for Operations and Maintenance.

Responding to Galvin, Eudy stated the truck is scheduled for replacement in 2021. He believes this purchase is still worthwhile even in light of its scheduled replacement in four years.

Move to adopt a resolution amending the Fiscal Year 2017/18 budget in order to transfer funds from Operations and Maintenance to Capital Outlay for the purchase of a dump truck bed. [SEE ATTACHED RESOLUTION].

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Schneemann, Mayor Pro Tem
SECONDER:	Bowman, Councilmember
AYES:	Bowman, Cowley, Galvin, Schneemann, Scott

H. Consideration to Approve Change Order No.1 and Construction Estimate No. 3 for the 2017 Farmington Roads Maintenance Project

Eudy advised Change Order No. 1 increased the contract amount by \$14,748.23 to allow for the resurfacing of Hillcrest Street. He stated the construction estimate includes work completed through September 30, 2017. He noted Cloverdale, Hayden, and Warner, Prospect, Heritage, and Hillcrest Streets have been resurfaced and restoration was nearing completion.

Scott expressed appreciation to Eudy's department and city engineers in getting the work done.

Bowman stated the contractor has done a fine job on paving and restoring the roads. Schneemann confirmed the project has come in under budget.

Galvin stated this project was a great accomplishment for Farmington. He noted this project was funded by the Local Street Fund.

Move to approve Change Order No. 1 and Construction Estimate No. 3 for the 2017 Farmington Roads HMA Maintenance project and authorize payment to Pro-Line Asphalt Paving Corporation in the amount of \$98,541.19.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Cowley, Councilmember
SECONDER:	Schneemann, Mayor Pro Tem
AYES:	Cowley, Galvin, Schneemann, Scott, Bowman

I. Consideration of Sale of Land Agreement with Ten Mile Development Group, LLC, for the sale of the former 47th District Courthouse Property

Present: Joseph Boji, Boji Development, Inc.

Move to recuse Schneemann from discussion and action on this agenda item due to conflict of interest.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Cowley, Councilmember
SECONDER:	Scott, Councilmember
AYES:	Cowley, Galvin, Scott, Bowman

Christiansen advised the proposed sale agreement for the old courthouse property has been prepared by the City Manager and City Attorney subject to review and approval by City Council. He stated the proposal is for development of 14 detached, owner occupied, single family homes.

Boji expressed gratitude to the City for selecting their proposal for the property. He is excited about working in Farmington and what the project will mean to the area.

Responding to Bowman, Boji stated the 60-day window to complete the PUD application is sufficient.

Responding to Cowley, Boji provided background on Boji Construction and the number of projects they have undertaken. They have developed up to a million square feet in residential, office and industrial properties.

Scott confirmed with Boji that the development is owner-occupied.

Responding to Scott, Boji stated the homes will range from roughly 1700 square feet up to 2800 square feet.

Scott stated the proposed development is a good use of the courthouse property and he is hopeful "shovel in the ground" will begin in six months.

Galvin expects the project will be mostly be pre-sold, noting there is a tremendous amount of interest from the community. He appreciates Boji bringing a product that will improve the area of Farmington Road and Ten Mile.

Responding to Galvin, Christiansen described the next steps once the agreement is approved. He discussed a four-step process that will take place.

Galvin welcomed Boji Development to Farmington.

Move to approve Sale of Land Agreement with Ten Mile Development Group, LLC, subject to final review and approval by the City Manager and City Attorney, minor and non-substantive amendments as to form. [SEE ATTACHED AGREEMENT].

RESULT:	APPROVED
MOVER:	Cowley, Councilmember
SECONDER:	Scott, Councilmember
AYES:	Galvin, Scott, Bowman, Cowley

8. DEPARTMENT COMMENT

Demers provided a few reminders to residents in order to ensure a safe Halloween night.

Eudy discussed the upcoming leaf pick-up program which begins on October 23rd.

Christiansen provided updates on current redevelopment projects including the completion of the Tile Shop and 3-story building at Halsted and Grand River; and the almost completed Suburban Collection prep building.

Christiansen discussed the sale of the courthouse property and believed we have the right redevelopment for that property. He noted there has been significant activity regarding the MTC property. They are looking at other opportunities for outside financing for this project. He hopes to see this project come back to the Planning Commission in the near future.

Halberstadt discussed the upcoming election and the success of the recent Ghost Walk at the Warner Mansion.

9. CITY COUNCIL COMMENTS

Schneemann spoke about touring the new Farmington Public School STEAM Academy. He noted improvements have taken place at the other schools as well. The School District have done a good job of revitalizing the schools with available dollars.

Cowley recognized the success of the Harvest Moon Festival. He discussed the article in the Free Press regarding the re-parking ordinance. The ordinance was designed to move employees outside of the timed parking. He believes the ordinance is working. He noted the significance of the upcoming election and that everyone needs to get out and vote.

Scott cited a number of redevelopment successes the City has realized, noting the City is moving in the right direction.

Bowman commented on an earlier session where Superintendent Heitsch spoke about the school millage proposal on the November ballot. She noted this millage does not apply to primary residences. It restores the millage the voters had previously approved. She further noted the proposed millage will not go into the building fund. She encouraged residents to contact the school board with questions.

Galvin spoke about recently attending a "free little library" event at the residence of Joy Montgomery on Maple Street. He stated the "free little library" is part of a national organization.

Galvin spoke about the process the City has undergone in selling the courthouse property. He is looking forward to the new development, noting the proposed 14 homes will sell very fast. He is hopeful that the City can work with Farmington Schools to move the bus depot to another location.


10. ADJOURNMENT

Move to adjourn the meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Schneemann, Mayor Pro Tem
SECONDER:	Cowley, Councilmember
AYES:	Bowman, Cowley, Galvin, Schneemann, Scott

The meeting adjourned at 8:03 p.m.

William E. Galvin, Mayor


Susan K. Halberstadt, City Clerk

Approval Date: November 20, 2017

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON

ORDINANCE NO. C-____-2017

AN ORDINANCE TO AMEND THE CITY OF
FARMINGTON CITY CODE OF ORDINANCES,
CHAPTER 19, "NUISANCES," ARTICLE 7, "ALARM
SYSTEMS."

THE CITY OF FARMINGTON ORDAINS:

PART I. That Chapter 19, "Nuisances," Article 7, "Alarm Systems," of the City of Farmington Code of Ordinances is hereby amended to read as follows in its entirety:

Sec. 19-176. - Defined.

~~For the purpose of this article, "alarm system" means as assembly of equipment and devices, or a single device, arranged to signal the presence of a hazard requiring urgent attention and to which the department of public safety is expected to respond.~~

Definitions, for the purpose of this Section, the following definitions shall apply:

- 1) Alarm system – An assembly of equipment and devices, or a single device, except for an alarm system on a motor vehicle, designed to detect and signal an unauthorized intrusion, presence of a hazard, or other type of emergency to which the police are expected to immediately respond. The term also includes any device which, when activated, transmits a signal to police headquarters, transmits a signal to a person who relays the information to police headquarters, or produces an audible or visible signal to which the police department is expected to respond. The term also includes any fire alarm systems and alarm systems which monitor temperature, humidity, or any other condition which is not related directly to an unauthorized intrusion are not included in this article.
- 2) Alarm user – The owner of the land or premises within which an alarm system is installed, the tenant, occupant or person having possession or control of any premises in which an alarm system is installed, and any person having actual or constructive possession of an alarm system, when such alarm signals the presence of a hazard.
- 3) False alarm – the activation of an alarm system under circumstances where no police emergency exists at the alarm site and when activation results in a response by a law enforcement agency. This definition includes, but is not limited to, signals

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activated intentionally in non-emergency situations, signals for which the actual cause is unknown, signals activated through mechanical failure, and signals activated by the negligence of the owner or lessee of an alarm system or of his employee or agent.

- 4) Public safety personnel – City of Farmington public safety officers and public safety reserve fire fighters who provide emergency services to persons and/or property within the city.
- 5) Hold-up alarm – an alarm system designated for and intended to signal a robbery or attempted robbery in the area protected by such alarm.
- 6) Panic alarm – means an alarm system signal generated by a device designed to be manually activated by an individual at the alarm site intended to signal a life threatening emergency situation requiring law enforcement response

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

Sec. 19-177. - Permission to install, use, etc. Alarm Regulations

~~No person shall sell, install, operate, adjust, arrange for, or contract to provide a device or combination of devices that will upon activation, either mechanically, electronically, or by other means initiate the automatic intrastate calling, dialing or other connection to any telephone number assigned to the city department of public safety without having first received written permission from the city department of public safety.~~

- 1) No alarm shall cover more than one (1) business place and/or residence, meaning that buildings with more than one (1) business must have a separate alarm for each business located therein, provided that they have separate entrances. No single alarm shall cover a grouping of houses, apartments or condominiums which have separate entrances to each living quarters. However, in case of fire alarm systems (i.e. heat detector, smoke detector, sprinkler system supervision), or any combination of systems in multiple occupancy building, an annunciation panel shall be installed in an area which is readily accessible to the department of public safety. The annunciation panel shall indicate in which occupancy or section of the building the system was activated.
- 2) When multiple calls are received at the same location within a 48-hour period and a key holder does not respond or resolve the cause of the false alarms, the police and fire departments may stop further response to the site until the false alarm problem is resolved.
- 3) It shall be a violation of this Section for any person to sell, install, operate, adjust, arrange for, or contract to provide a device or combination of devices that will upon activation, either mechanically, electronically, or by other means initiate the automatic calling, dialing or other connection directly to any City of Farmington Public Safety Department telephone number.
- 4) No person shall willfully and intentionally create a false alarm, by any means.

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- 5) No device shall be installed that activates a hold-up alarm by the depression of a single-action nonrecessed button at alarm sites within the city and all existing nonrecessed button alarms shall be removed on or before (date to be determined).
- 6) No panic or hold-up alarm system shall be installed in residential sites that activates a silent alarm signal by alteration of the last digit of the normal arm/disarm code at alarm sites within the city and shall deactivate such systems currently in existence on or before (date to be determined).
- 7) It shall be a violation of this Article, for any person to maintain an alarm system which, when activated, causes a signal that is disturbing to the peace and quiet of the surrounding area, unless that person, firm or corporation has first provided the Public Safety Director or his/her designee with: their name, the telephone number and address of the premises where the alarm system is located, and also the name and telephone number of at least one other person, firm or corporation who can be reached at any time, day or night, and who, within a thirty-minute response time, can open the premises in which the alarm system is installed and deactivate the audible and/or visible signal.

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Sec. 19-178. — Coverage limited.

No alarm shall cover more than one (1) business place and/or residence, meaning that buildings with more than one (1) business must have a separate alarm for each business located therein, provided that they have separate entrances. No single alarm shall cover a grouping of houses, apartments or condominiums which have separate entrances to each living quarters. However, in case of fire alarm systems (i.e. heat detector, smoke detector, sprinkler system supervision), or any combination of systems in multiple occupancy building, an annunciation panel shall be installed in an area which is readily accessible to the department of public safety. The annunciation panel shall indicate in which occupancy or section of the building the system was activated.

Sec. 19-178. — Duties of Alarm Company

Alarm companies shall:

- 1) Not install any burglary control panel, after the effective date of this section, which fails to meet Security Industry Association Standards with false alarm prevention features programmed to the factory default;
- 2) Not install an alarm system, after the effective date of this article, which does not meet the requirements of this article, applicable National Fire Protection Association standards, manufactures specifications and other nationally recognized standards;
- 3) Maintain a current record, available for review by the alarm administrator upon request on an individual case by case basis during regular business hours, of alarm users and sites serviced by the company that includes the names of the alarm user

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serviced by the company, the address of the protected properties, the type of alarm system, the original installation date and the subsequent modifications, if any for each protected property, a record of the date and the time of alarm dispatch requests to each protected property, record if the false alarms at each property with evidence of the company's attempt to verify the alarm and it's explanation of the cause of the false alarm;

- 4) Provide each of its alarm users with written operating instructions for their alarm system, including an explanation of the company's alarm verification process; a telephone number to call for assistance in operating the system; and a summary of the provision of this article relating to penalties for false alarms;
- 5) Work cooperatively with the alarm system user and the alarm administrator to determine the cause of any false alarm recurrences; and
- 6) Establish a training period during the first seven days following the installation of any alarm system during which the alarm user will be trained on the proper use of the system.

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Sec. 19-179. Licensing and Regulation of Alarm Installers

- 1) License Required by Installer. It shall be a violation of this Section for any person, firm or corporation to engage in the business of the installing an alarm system unless such person has been licensed by the State of Michigan in accordance with Public Act No. 190 of 1975, as amended (MCL388.1051).
- 2) Misrepresentation by Alarm Contractor. It shall be a violation of this Section for any person, firm or corporation who is an alarm contractor, or its agent, to knowingly misrepresent any services rendered to an alarm user.
- 3) Violations. All violations of this Code Section, 19-185 by any person, firm or corporation shall be considered misdemeanors and punishable by a fine of up to \$500.00.

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Sec. 19-18079. - Additional Requirements for Fire Alarms Systems.

In the case of fire alarm systems or devices, the following additional requirements shall be complied with:

- (1) All fire alarm devices, installed in commercial buildings, shall be subject to approval by the director of public safety or his authorized representative.
- (2) Plans and specifications for all fire alarm and sprinkler system supervision systems, in commercial buildings, shall be submitted to the city building inspector and the director of public safety, or his authorized representative, for their approval prior to the installation of the system.
- (3) All fire alarms systems shall be installed and maintained according to applicable sections of the National Fire Codes (National Fire Protection Association Standards) and the National Electrical Code.

Sec. 19-181. - Signal Restrictions.

No person shall maintain an alarm system which, when activated, causes an audible signal, which signal can be heard outside the premises protected by the alarm system, and which signal is disturbing to the peace and quiet of the surrounding area, unless the alarm system is so designed that the audible signal will sound for no more than fifteen (15) minutes; and which shall not immediately reset and become audible again.

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Sec. 19-181182. - Connection to dispatch board. Automatic Shutoff Required

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No alarm system shall be connected to the public safety dispatch board without permission of the director of public safety and payment of an installation fee of one hundred dollars (\$100.00) to the city. Residential alarms shall not be permitted to connect to the dispatch board; priority shall be given to financial institutions and high-risk commercial and industrial businesses, as determined by the director of public safety. In addition, a one hundred dollar per year maintenance and monitoring fee shall be paid to the city upon completion of installation and at the beginning of each calendar year thereafter. Permission to connect to the public safety dispatch board shall be subject to revocation by the director of public safety upon notification in writing stating the reasons therefor.

It shall be a violation of this Section for any person, firm or corporation to maintain and operate an alarm system equipped with audible signal(s) (bells, horns, sirens, etc.) that is not equipped with a shutoff device that automatically silences the audible signal(s) within ten (10) minutes of said signal activation. This Section shall not apply to fire alarm systems.

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Sec. 19-183. Registration by Owner

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- 1) Any person, firm, or corporation who owns, leases or occupies a premises in which an alarm system is installed, used, or maintained must register such alarm system with the City of Farmington Public Safety Department on forms provided by the City.
- 2) A registration fee, in an amount set by the City Council Resolution, must be paid by each person, firm or corporation who registers an alarm system prior to the activation of such an alarm system.
- 3) Persons, firms or corporations using, owning, leasing, or occupying a premises in which an alarm system exists on the effective date of this mandatory ordinance shall comply with the requirements of subparagraphs (1) and (2) above by (Date to be determined).

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Sec. 19-184. Testing of Alarm Systems

No alarm system may be demonstrated or tested to merely determine the speed or type of Police or Fire response. An alarm user or company must notify the police and/or fire department(s) prior to any service, testing, repair, or adjustment of an

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2) The above alarm fees apply in the following cases:

- a) No evidence of illegal entry or an attempt thereof;
- b) No evidence of fire;
- c) A malfunction in the system;
- d) Activated by mistake;
- e) Alarm activated by persons working on the alarm system, where the public safety department was not previously notified.

3) Alarm Fee Waiver/Warning. Alarm fees may be waived by the Public Safety Director or his/her designee in the following circumstances.

- a) Alarms activated by severe storm conditions.
- b) Alarm system malfunction; if corrective measures have been instituted within five (5) days after the alarm activation, and a copy of the repair

a) First activation required response by public safety department, in a calendar year	No Charge
b) Second activation required response by the public safety department, in a calendar year	\$20
c) Third activation required response by public safety department, in the calendar year	\$40
d) Fourth and each subsequent activation requiring response by the public safety department, in the calendar year	\$100
e) For each additional 30 day period that the above required fees are not paid, an additional fess shall be required	\$5

1) Notwithstanding any civil fines provided for in the event of a finding of responsibility for violation of this Article or Subsection herein, and notwithstanding the fact that a prosecution for violation of this Section has or has not been commenced, in order to defray the cost of responding to false alarms, the owner, lessee, or user of an alarm system defined in this Article, shall pay to the city the following fees:

As used in this section "false alarm" means the activation of an alarm system through mechanical failure, malfunction, improper installation or the negligence of the owner or lessee of an alarm system or of his employee or agent and when there are no signs of illegal entry or evidence of fire or where persons, authorized to work on the alarm system, did not previously notify the department of public safety. False alarm does not include an alarm caused by severe weather or other violent conditions beyond the control of the owner or lessee of an alarm system or of their employee or agent.

Sec. 19-1852. - False alarms.

alarm system. Likewise, the alarm user must notify the police and/or fire department(s) upon completion of these tasks.

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order by a licensed alarm system contractor is provided to the Farmington Public Safety Department within thirty (30) days of the false alarm.

- c) False alarms that can be substantiated as being activated by disruption or disturbance of phone company facilities.
- d) Utility pole accident.
- e) Where the fee has been waived by the Public Safety Director or his/her designee because there has been a request for waiver due to documented extenuating circumstances.
- f) Notwithstanding anything herein to the contrary, no owner or lessee shall be required to pay any fee on the first occasion of a false alarm requiring response by the public safety department in the calendar year, but shall be advised in writing by the Public Safety Director or his/her designee of said false alarm and of the existence of this Ordinance.

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4) Violations. All violations of the Code Section 19-183 by any person, firm or corporation shall be considered a civil infraction and punishable by a civil fine not to exceed \$100.00. Each such false alarm shall be considered a separate violation of the Section.

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Sec. 19-186.3. - Notification of false alarms, Collection of False Alarm Fees

The department of public safety will notify the owner or lessee of an alarm system if the department has received two (2) false alarms, as described previously, within a thirty day period or four (4) false alarms within a calendar year. Such notification shall be in writing. After such notification, the owner or lessee will pay to the city the sum of twenty five dollars (\$25.00) for each occasion a false alarm is responded to by the department of public safety to defray the cost of responding to such false alarms.

False alarm fees shall be paid within thirty (30) days of written notice sent to the address of the alarm use provided in the alarm system registration. If a property owner, occupant, tenant, or lessee fails to pay the false alarm fees charged by the City within thirty (30) days after written notice, any unpaid amount will be a lien against the property. Each May 1st, the Public Safety Director shall certify all unpaid charges for such services furnished to any premises to the City Assessor who shall place the same on the next tax roll of the city. Such charges so assessed shall be collected in the same manner as general city taxes.

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Sec. 19-187. Smoke Detectors or Fire Alarms

Nothing in this Article shall be deemed to prohibit the installation and use of smoke detectors, carbon monoxide detectors, or fire alarms designed for internal use for the protection, safety, and well-being of the occupants of any residential dwellings within the City of Farmington.

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Secs. 19-1884—19-189. - Reserved.

Part II Severability

Should any section, subsection, paragraph, sentence, clause, or word of this ordinance be held invalid for any reason, such decisions shall not affect the validity of the remaining portions of the ordinance.

Part III Savings

This amendatory ordinance shall not affect violations of the zoning ordinance or any other ordinance existing prior to the effective date of this ordinance and such violation shall be governed and shall continue to be separately punishable to the full extent of the law under the provisions of such ordinance at the time the violation was committed.

Part IV Effective Date: Publication.

This amendatory ordinance shall be effective 10 days after adoption by the City Council and after publication as provided by the Charter of the City of Farmington.

Ayes:
Nays:
Abstentions:
Absent:

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

I, the undersigned, the qualified and acting City Clerk of the City of Farmington, Oakland County, Michigan, do certify that the foregoing is a true and complete copy of the Ordinance adopted by the City Council of the City of Farmington at a meeting held on the ____ day of _____, 2017, the original of which is on file in my office.

SUSAN K. HALBERSTADT,
City Clerk
City of Farmington

Adopted:
Published:
Effective:

CITY OF FARMINGTON

RESOLUTION _____

Motion by, _____ seconded by, _____

Budget Amendment No 1

Fund: DPW Equipment Revolving Fund

Capital Outlay

\$6,170

Operations & Maintenance

\$6,170

To Transfer funds for dump truck bed from Operations & Maintenance to Capital Outlay

Bostick Truck Center

1368 Joslyn Ave.
Pontiac, Michigan 48340

248-373-6100
248-364-4525 fax
www.bosticktruck.com



Quote

To
City of Farmington DPW
Jleach@farmgov.com
Joshua Leach
248-473-7520

Quote Number: 14408
Date: 09 October, 2017

Description	Quantity	Price	Amount
Remove and dispose of old dump body. Remove bolted on salter detach plates and save for reinstall.	1	\$320	\$320.00
-400U-10-	1	\$6800	\$6800.00
(special order body with old style Galion Understructure)			
Galion 10' dump body package			
- 6-8 cu yd capacity, 120"L x 84" W			
- 30" sides, 40" frt and rear, 23" cab protector			
- 8 ga. hi-ten steel construction throughout			
- Double acting quick release tailgate			
- Body to be epoxy primed and Powdercoat black			
- Rubber mud flaps behind rear axle			
- Sealed electrical junction box			
- Weather sealed wiring harness with LED light kit			
(Air tailgate release available for \$325.00)			
(paint one solid color \$800.00)			
U.S. Tarp electric tarp system	1	\$1500	\$1500.00
- Polished aluminum arms			
- 4 spring external mount			
- 97" aluminum wind deflector			
- Electric drive motor			
- Heavy-duty black mesh tarp			
- Rocker switch activation			
- 1-yr warranty on entire system			
Reinstall salter detach plates. Fabricate and install stainless spill shields on tailgate	1	\$200	\$200.00
Amber Warning Package	1	\$750	\$750.00
- (2) Oval Amber LED strobes recessed into rear of dump box			
- (2) Oval Amber LED strobes recessed into Cabshield side facing			
- (2) Oval Amber LED strobes recessed into Cabshield forward facing			
- Wired to backlit Amber dash switch			



Subtotal	\$9570.00
Mi sales tax(6.00%)	\$0.00
Total	\$9570.00

Prepared By:

Accepted By:

Signature:

Signature:

Thanks For Your Business!

Thank you for the opportunity to quote!

CHANGE ORDER



Advancing Communities

Project: City of Farmington - 2017 Farmington Roads HMA Maintenance

Owner: City of Farmington
23600 Liberty Street
Farmington, MI 48335
(248) 474-5500

Contractor: Pro-Line Asphalt Paving Corporation
11797 29 Mile Road
Washington Township, MI 48095
586-752-7730

Job Number: 0111-17-0011

Change Order Number: 1

Date: 10/6/2017

Print Date: 10/6/2017

Note:

TO THE CONTRACTOR:

You are hereby directed to comply with the changes to the contract documents. This change order reflects work completed or anticipated.

OHM Advisors
34000 Plymouth Road
Livonia, MI 48150
(734) 522-6711

CURRENT PROJECT PLANS AND SPECIFICATIONS WILL BE ADHERED TO UNLESS SPECIFICALLY CHANGED BY THIS CHANGE ORDER DOCUMENT.

THE CONTRACT AMOUNT WILL BE CHANGED BY THE SUM OF:

Original Contract Amount:	\$14,748.23
Contract Amount Including Previous Change Orders:	\$421,395.20
Amount of this Change Order:	\$421,395.20
REVISED CONTRACT AMOUNT:	\$14,748.23
	\$436,144.43

Accepted By

Pro-Line Asphalt Paving Corporation

Approved By

Chuck Eudy - Public Works Superintendent
- City of Farmington

Reviewed By

Matthew D Parks, Principal

Matthew D Parks
Digitally signed by Matthew D Parks
DN: c=US, e=mat@ohm-advisors.com, o=OHM
Advisors, cn=Matthew D Parks
Date: 2017.10.11 09:12:55 -0400

Date 10-10-17

Date 10/11/17

Date 10/11/17

City of Farmington - 2017 Farmington Roads HMA Maintenance

Items

Item No.	Description	Previous Authorized Quantity	Quantity Change	New Authorized Quantity	Unit Price	Total Increase
THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT						
Division: A - Division I: Heritage						
5	Remove Concrete Curb and Gutter Balance Item	233.00 Foot	2.00	235.00	\$15.73	\$31.46
12	Concrete Curb and Gutter, Det D2 Balance Item	233.00 Foot	2.00	235.00	\$23.98	\$47.96
13	Adjust Drainage/Utility Structure Balance Item	2.00 Each	1.00	3.00	\$627.54	\$627.54
SUB-TOTAL INCREASES DIVISION A - Division I: Heritage:						\$708.96
Division: B - Division II: Cloverdale						
21	Remove Concrete Curb and Gutter Balance Item	52.00 Foot	80.20	132.20	\$21.00	\$1,684.20
22	Cold Milling HMA Surface Balance Item	1220.00 Square Yard	118.00	1338.00	\$4.20	\$495.60
23	Remove Pavement Balance Item	100.00 Square Yard	28.00	128.00	\$27.81	\$778.68
29	Concrete Curb and Gutter, Det F4 Balance Item	52.00 Foot	95.20	147.20	\$26.37	\$2,510.42
30	Concrete, Nonreinf, 8 inch Balance Item	100.00 Square Yard	28.00	128.00	\$50.35	\$1,409.80
31	Sidewalk Ramp, Conc, 6 inch Balance Item	100.00 Square Feet	72.30	172.30	\$5.75	\$415.73
SUB-TOTAL INCREASES DIVISION B - Division II: Cloverdale:						\$7,284.43
Division: C - Division III: Prospect						
41	Remove Concrete Curb and Gutter Balance Item	42.00 Foot	46.50	88.50	\$24.44	\$1,136.46
49	Concrete Curb and Gutter, Det F4 Balance Item	42.00 Foot	46.50	88.50	\$26.37	\$1,226.21
50	Sidewalk Ramp, Conc, 6 inch Balance Item	100.00 Square Feet	143.00	243.00	\$5.75	\$822.25
51	Sidewalk, Conc, 4 inch Balance Item	431.00 Square Feet	54.00	485.00	\$4.80	\$259.20
53	Adjust Drainage/Utility Structure Balance Item	1.00 Each	0.25	1.25	\$627.54	\$156.89
SUB-TOTAL INCREASES DIVISION C - Division III: Prospect:						\$3,601.00
Division: D - Division IV: Hayden						
60	Remove Concrete Curb and Gutter Balance Item	64.00 Foot	27.50	91.50	\$20.10	\$552.75
62	Remove Pavement Balance Item	200.00 Square Yard	72.20	272.20	\$23.12	\$1,669.26
63	Remove Sidewalk Balance Item	53.00 Square Yard	1.20	54.20	\$18.79	\$22.55
66	Concrete Curb and Gutter, Det F4 Balance Item	64.00 Foot	27.50	91.50	\$26.37	\$725.18
69	Concrete, Nonreinf, 8 inch Balance Item	200.00 Square Yard	72.20	272.20	\$50.35	\$3,635.27
70	Sidewalk Ramp, Conc, 6 inch Balance Item	100.00 Square Feet	83.35	183.35	\$5.75	\$479.28
73	Adjust Drainage/Utility Structure Balance Item	1.00 Each	5.10	6.10	\$627.54	\$3,200.45
SUB-TOTAL INCREASES DIVISION D - Division IV: Hayden:						\$10,284.72
Division: E - Division V: Warner						
83	Remove Pavement Balance Item	200.00 Square Yard	103.00	303.00	\$23.12	\$2,381.36
89	Concrete, Nonreinf, 8 inch Balance Item	200.00 Square Yard	103.00	303.00	\$50.35	\$5,188.05
90	Adjust Drainage/Utility Structure Balance Item	1.00 Each	5.52	6.52	\$627.54	\$3,464.02
SUB-TOTAL INCREASES DIVISION E - Division V: Warner:						\$11,031.43
Division: F - Division VI: Hillcrest						
Additional Items to the Contract:						
93	Mobilization, Max. 5% Additional Item	0.00 Each	1.00	1.00	\$6,250.00	\$6,250.00
94	Traffic Maintenance and Control Additional Item	0.00 Each	1.00	1.00	\$4,500.00	\$4,500.00
95	Erosion Control, Inlet Protection, Fabric Drop Additional Item	0.00 Each	3.00	3.00	\$86.52	\$259.56
96	Cold Milling HMA Surface Additional Item	0.00 Square Yard	2768.80	2768.80	\$5.78	\$16,003.66
98	Machine Grading Additional Item	0.00 Sta	11.20	11.20	\$590.89	\$6,617.97

City of Farmington - 2017 Farmington Roads HMA Maintenance

101	HMA, 13A Additional Item	0.00 Ton	770.61	770.61	\$82.78	\$63,791.10
102	HMA, 13A (driveway) Additional Item	0.00 Ton	5.00	5.00	\$223.78	\$1,118.90
103	Concrete, Driveway, 6 Inch Additional Item	0.00 Square Yard	84.00	84.00	\$65.00	\$5,460.00
105	Turf Establishment Additional Item	0.00 Sta	11.50	11.50	\$153.44	\$1,764.56
SUB-TOTAL INCREASES DIVISION F - Division VI: Hillcrest:						\$105,765.75

THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE SUBTRACTED FROM THE CONTRACT AMOUNT

Division: A - Division I: Heritage

6	Cold Milling HMA Surface Balance Item	2830.00 Square Yard	-149.77	2680.23	\$3.12	(\$467.28)
7	Remove Pavement Balance Item	34.00 Square Yard	-34.00	0.00	\$27.98	(\$930.24)
8	Underdrain, Subgrade, 6 Inch Balance Item	50.00 Foot	-50.00	0.00	\$34.31	(\$1,715.50)
9	Maintenance Aggregate, 21AA Balance Item	50.00 Ton	-45.00	5.00	\$38.74	(\$1,743.30)
10	HMA, 13A Balance Item	470.00 Ton	-175.18	294.82	\$87.37	(\$15,305.48)
11	HMA, 13A (Driveway) Balance Item	10.00 Ton	-6.00	4.00	\$223.78	(\$1,342.68)
14	Adjust Drainage/Utility Structure, Additional Depth Balance Item	2.00 Foot	-2.00	0.00	\$289.79	(\$579.58)
SUB-TOTAL DECREASES DIVISION A - Division I: Heritage:						(\$22,084.05)

Division: B - Division II: Cloverdale

19	Erosion Control, Inlet Protection, Fabric Drop Balance Item	1.00 Each	-1.00	0.00	\$86.52	(\$86.52)
20	Pavement Joint and Crack Repair, Det 7 Balance Item	840.00 Foot	-547.00	293.00	\$4.94	(\$2,702.18)
26	Maintenance Aggregate, 21AA Balance Item	25.00 Ton	-25.00	0.00	\$60.91	(\$1,522.75)
27	HMA, 13A Balance Item	235.00 Ton	-110.18	124.82	\$90.91	(\$10,016.46)
32	Sidewalk, Conc, 4 Inch Balance Item	607.00 Square Feet	-119.40	487.60	\$4.80	(\$573.12)
34	Adjust Drainage/Utility Structure Balance Item	1.00 Each	-1.00	0.00	\$627.54	(\$627.54)
35	Adjust Drainage/Utility Structure, Additional Depth Balance Item	1.00 Foot	-1.00	0.00	\$289.79	(\$289.79)
SUB-TOTAL DECREASES DIVISION B - Division II: Cloverdale:						(\$15,818.36)

Division: C - Division III: Prospect

42	Cold Milling HMA Surface Balance Item	1678.00 Square Yard	-183.88	1494.12	\$5.78	(\$1,082.83)
44	Underdrain, Subgrade, 6 Inch Balance Item	50.00 Foot	-50.00	0.00	\$34.31	(\$1,715.50)
45	Machine Grading Balance Item	5.25 Sta	-5.25	0.00	\$590.89	(\$3,102.17)
46	Subgrade Undercutting, Type II Mod Balance Item	100.00 Cubic Yard	-100.00	0.00	\$53.13	(\$5,313.00)
47	Maintenance Aggregate, 21AA Balance Item	20.00 Ton	-20.00	0.00	\$60.91	(\$1,218.20)
SUB-TOTAL DECREASES DIVISION C - Division III: Prospect:						(\$12,411.70)

Division: D - Division IV: Hayden

58	Erosion Control, Inlet Protection, Fabric Drop Balance Item	9.00 Each	-1.00	8.00	\$86.52	(\$86.52)
59	Pavement Joint and Crack Repair, Det 7 Balance Item	2432.00 Foot	-2015.60	416.40	\$3.33	(\$6,711.95)
64	Underdrain, Subgrade, 6 Inch Balance Item	50.00 Foot	-31.00	19.00	\$34.31	(\$1,063.61)
66	HMA, 13A Balance Item	670.00 Ton	-370.00	300.00	\$78.90	(\$29,193.00)
71	Sidewalk, Conc, 4 Inch Balance Item	434.00 Square Feet	-148.50	285.50	\$4.80	(\$712.80)
72	Detectable Warning Surface Balance Item	20.00 Foot	-5.00	15.00	\$33.57	(\$167.85)
74	Adjust Drainage/Utility Structure, Additional Depth Balance Item	1.00 Foot	-1.00	0.00	\$289.79	(\$289.79)
SUB-TOTAL DECREASES DIVISION D - Division IV: Hayden:						(\$38,225.52)

Division: E - Division V: Warner

80	Pavement Joint and Crack Repair, Det 7 Balance Item	2367.00 Foot	-2151.80	215.20	\$3.35	(\$7,208.53)
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City of Farmington - 2017 Farmington Roads HMA Maintenance

84 Underdrain, Subgrade, 6 inch Balance Item	50.00 Foot	-30.00	20.00	\$34.31	(\$1,029.30)
85 Maintenance Aggregate, 21AA Balance Item	25.00 Ton	-25.00	0.00	\$60.91	(\$1,522.75)
86 HMA, 13A Balance Item	640.00 Ton	-307.64	332.36	\$78.96	(\$24,291.25)
88 Concrete Curb and Gutter, Det F4 Balance Item	40.00 Foot	-40.00	0.00	\$26.37	(\$1,054.80)
91 Adjust Drainage/Utility Structure, Additional Depth Balance Item	1.00 Foot	-1.00	0.00	\$289.79	(\$289.79)
SUB-TOTAL DECREASES DIVISION E - Division V: Warner:					(\$35,396.42)

PAYMENT APPLICATION



Project: City of Farmington - 2017 Farmington Roads HMA Maintenance

Job Number: 0111-17-0011

OWNER: City of Farmington
23600 Liberty Street

CONTRACTOR: Pro-Line Asphalt Paving Corporation
11797 29 Mile Road

Number: 3
Period End Date: 10/6/2017

Farmington, MI 48335
(248) 474-5500

Washington Township, MI 48095
586-752-7730

Status: Approved
Contract Start Date: 4/24/2017
Contract End Date: 6/30/2017
Contract Duration: 67
Print Date: 10/11/2017

SCHEDULE On
STATUS:
NOTE:

Original Contract Amount:	\$421,396.20	Change Order 1:	\$14,748.23	Earnings This Period:	\$98,541.19
Change Orders Amount:	\$14,748.23		\$14,748.23	Earnings To Date:	\$410,752.72
Current Contract Amount:	\$436,144.43			Previous Retainage Amount:	\$21,807.22
				Retainage This Period:	\$0.00
				Less Total Retained To Date:	\$21,807.22
				Net Earned:	\$388,945.50
				Previous Earnings:	\$290,404.32
				Amount Due Contractor:	\$98,541.19

Retainage: 5 % of Contract Including Previous Change Orders Amount

Approved By

Chuck Eudy - Public Works Superintendent - City of Farmington

Date 10/11/17

Reviewed By

Matt Parks, Principal

Matthew D Parks

Digitally signed by Matthew D Parks
DN: cn=Matt Parks, o=OHM-Advisors, ou=OHM-Advisors, email=Matt.Parks@ohm-advisors.com, c=US
Date: 2017.10.11 09:26:18-0400

Date 10/11/17

OHM Advisors
34000 Plymouth Road
Livonia, MI 48150

(734) 522-6711

OHM-Advisors.com

Items

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
Division: A - Division I: Heritage									
1	Mobilization, Max. 5%, Div. I	1.00 Ls	1.00	\$3,500.00	0.00	0.00	\$0.00	1.00	\$3,500.00
2	Traffic Maintenance and Control, Div. I	1.00 Ls	1.00	\$1,792.78	0.00	0.00	\$0.00	1.00	\$1,792.78
3	Audio Video Route Survey, Div. I	1.00 Ls	1.00	\$527.46	0.00	0.00	\$0.00	1.00	\$527.46
4	Erosion Control, Inlet Protection, Fabric Drop	11.00 Each	11.00	\$86.52	0.00	0.00	\$0.00	8.00	\$692.16
5	Remove Concrete Curb and Gutter	233.00 Foot	235.00	\$15.73	0.00	0.00	\$0.00	235.00	\$3,696.55
6	Cold Milling HMA Surface	2830.00 Square Yard	2680.23	\$3.12	0.00	0.00	\$0.00	2680.23	\$8,362.32
7	Remove Pavement	34.00 Square Yard	0.00	\$27.36	0.00	0.00	\$0.00	0.00	\$0.00
8	Underdrain, Subgrade, 6 inch	50.00 Foot	0.00	\$34.31	0.00	0.00	\$0.00	0.00	\$0.00
9	Maintenance Aggregate, 21AA	50.00 Ton	5.00	\$38.74	0.00	0.00	\$0.00	5.00	\$193.70
10	HMA, 13A	470.00 Ton	294.82	\$87.37	0.00	0.00	\$0.00	294.82	\$25,758.42
11	HMA, 13A (Driveway)	10.00 Ton	4.00	\$223.78	0.00	0.00	\$0.00	4.00	\$895.12
12	Concrete Curb and Gutter, Det D2	233.00 Foot	235.00	\$23.98	0.00	0.00	\$0.00	235.00	\$5,635.30
13	Adjust Drainage/Utility Structure	2.00 Each	3.00	\$627.54	0.00	0.00	\$0.00	3.00	\$1,882.62
14	Adjust Drainage/Utility Structure, Additional Depth	2.00 Foot	0.00	\$289.79	0.00	0.00	\$0.00	0.00	\$0.00
15	Turf Establishment, Div. I	9.50 Sta	9.50	\$153.44	0.00	0.00	\$0.00	4.75	\$728.84
A - Division I: Heritage Sub-Total:							\$0.00		\$53,665.27
Retainage							\$0.00		
Division: C - Division III: Prospect									
37	Mobilization, Max. 5%, Div. III	1.00 Ls	1.00	\$3,500.00	0.00	0.00	\$0.00	1.00	\$3,500.00
38	Traffic Maintenance and Control, Div. III	1.00 Ls	1.00	\$2,603.74	0.00	0.00	\$0.00	1.00	\$2,603.74
39	Audio Video Route Survey, Div. III	1.00 Ls	1.00	\$527.46	0.00	0.00	\$0.00	1.00	\$527.46
40	Erosion Control, Inlet Protection, Fabric Drop	5.00 Each	5.00	\$86.52	0.00	0.00	\$0.00	5.00	\$432.60
41	Remove Concrete Curb and Gutter	42.00 Foot	88.50	\$24.44	0.00	0.00	\$0.00	88.50	\$2,162.94
42	Cold Milling HMA Surface	1678.00 Square Yard	1494.12	\$5.78	0.00	0.00	\$0.00	1494.12	\$8,636.01
43	Remove Sidewalk	59.00 Square Yard	59.00	\$18.14	0.00	0.00	\$0.00	53.90	\$977.75
44	Underdrain, Subgrade, 6 inch	50.00 Foot	0.00	\$34.31	0.00	0.00	\$0.00	0.00	\$0.00
45	Machine Grading	5.25 Sta	0.00	\$590.89	0.00	0.00	\$0.00	0.00	\$0.00
46	Subgrade Undercutting, Type II Mod	100.00 Cubic Yard	0.00	\$53.13	0.00	0.00	\$0.00	0.00	\$0.00
47	Maintenance Aggregate, 21AA	20.00 Ton	0.00	\$60.91	0.00	0.00	\$0.00	0.00	\$0.00
48	HMA, 13A	470.00 Ton	470.00	\$82.78	0.00	0.00	\$0.00	398.17	\$32,960.51
49	Concrete Curb and Gutter, Det F4	42.00 Foot	88.50	\$28.37	0.00	0.00	\$0.00	88.50	\$2,333.75
50	Sidewalk Ramp, Conc, 6 inch	100.00 Square Feet	243.00	\$5.75	0.00	0.00	\$0.00	243.00	\$1,397.25
51	Sidewalk, Conc, 4 inch	431.00 Square Feet	485.00	\$4.80	0.00	0.00	\$0.00	485.00	\$2,328.00
52	Detectable Warning Surface	20.00 Foot	20.00	\$33.57	0.00	0.00	\$0.00	20.00	\$671.40
53	Adjust Drainage/Utility Structure	1.00 Each	1.25	\$627.54	0.00	0.00	\$0.00	1.25	\$784.43

OHM Advisors
 34000 Plymouth Road
 Livonia, MI 48150

(734) 522-6711

OHM-Advisors.com

City of Farmington - 2017 Farmington Roads HMA Maintenance

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
54	Turf Establishment, Div. III	5.25 Sta	5.25	\$153.44	0.00	0.00	\$0.00	2.63	\$403.55
C - Division III: Prospect Sub-Total:							\$0.00		\$59,719.88
Retainage							\$0.00		
Division: B - Division II: Cloverdale									
16	Mobilization, Max. 5%, Div. II	1.00 Ls	1.00	\$3,000.00	0.00	0.00	\$0.00	1.00	\$3,000.00
17	Traffic Maintenance and Control, Div. II	1.00 Ls	1.00	\$2,766.25	0.00	0.00	\$0.00	1.00	\$2,766.25
18	Audio Video Route Survey, Div. II	1.00 Ls	1.00	\$527.46	0.00	0.00	\$0.00	1.00	\$527.46
19	Erosion Control, Inlet Protection, Fabric Drop	1.00 Each	0.00	\$86.52	0.00	0.00	\$0.00	0.00	\$0.00
20	Pavement Joint and Crack Repair, Det 7	840.00 Foot	293.00	\$4.94	0.00	0.00	\$0.00	293.00	\$1,447.42
21	Remove Concrete Curb and Gutter	52.00 Foot	132.20	\$21.00	0.00	0.00	\$0.00	132.20	\$2,776.20
22	Cold Milling HMA Surface	1220.00 Square Yard	1338.00	\$4.20	0.00	0.00	\$0.00	1338.00	\$5,619.60
23	Remove Pavement	100.00 Square Yard	128.00	\$27.81	0.00	0.00	\$0.00	128.00	\$3,559.68
24	Remove Sidewalk	74.00 Square Yard	74.00	\$17.29	0.00	0.00	\$0.00	59.00	\$1,020.11
25	Underdrain, Subgrade, 6 inch	50.00 Foot	50.00	\$34.31	0.00	0.00	\$0.00	19.00	\$651.89
26	Maintenance Aggregate, 21AA	25.00 Ton	0.00	\$50.91	0.00	0.00	\$0.00	0.00	\$0.00
27	HMA, 13A	235.00 Ton	124.82	\$90.91	0.00	0.00	\$0.00	124.82	\$11,347.39
28	Hand Patching	20.00 Ton	20.00	\$167.65	0.00	0.00	\$0.00	5.09	\$802.44
29	Concrete Curb and Gutter, Det F4	52.00 Foot	147.20	\$28.37	0.00	0.00	\$0.00	147.20	\$3,881.66
30	Concrete, Nonreinf, 8 inch	100.00 Square Yard	128.00	\$50.35	0.00	0.00	\$0.00	128.00	\$6,444.80
31	Sidewalk Ramp, Conc, 6 inch	100.00 Square Feet	172.30	\$5.75	0.00	0.00	\$0.00	172.30	\$990.73
32	Sidewalk, Conc, 4 inch	607.00 Square Feet	487.60	\$4.80	0.00	0.00	\$0.00	487.60	\$2,340.48
33	Detectable Warning Surface	23.00 Foot	23.00	\$33.57	0.00	0.00	\$0.00	23.00	\$772.11
34	Adjust Drainage/Utility Structure	1.00 Each	0.00	\$627.54	0.00	0.00	\$0.00	0.00	\$0.00
35	Adjust Drainage/Utility Structure, Additional Depth	1.00 Foot	0.00	\$289.79	0.00	0.00	\$0.00	0.00	\$0.00
36	Turf Establishment, Div. II	3.50 Sta	3.50	\$153.44	0.00	0.00	\$0.00	1.75	\$268.52
B - Division II: Cloverdale Sub-Total:							\$0.00		\$48,216.73
Retainage							\$0.00		
Division: D - Division IV: Hayden									
55	Mobilization, Max. 5%, Div. IV	1.00 Ls	1.00	\$5,000.00	0.00	0.00	\$0.00	1.00	\$5,000.00
56	Traffic Maintenance and Control, Div. IV	1.00 Ls	1.00	\$2,698.82	0.00	0.00	\$0.00	1.00	\$2,698.82
57	Audio Video Route Survey, Div. IV	1.00 Ls	1.00	\$527.46	0.00	0.00	\$0.00	1.00	\$527.46
58	Erosion Control, Inlet Protection, Fabric Drop	9.00 Each	8.00	\$86.52	0.00	0.00	\$0.00	8.00	\$692.16
59	Pavement Joint and Crack Repair, Det 7	2432.00 Foot	416.40	\$3.33	0.00	0.00	\$0.00	416.40	\$1,386.61
60	Remove Concrete Curb and Gutter	64.00 Foot	91.50	\$20.10	0.00	0.00	\$0.00	91.50	\$1,839.15
61	Cold Milling HMA Surface	3446.00 Square Yard	3446.00	\$2.77	0.00	0.00	\$0.00	3386.00	\$9,378.22
62	Remove Pavement	200.00 Square Yard	272.20	\$23.12	0.00	0.00	\$0.00	272.20	\$6,293.26
63	Remove Sidewalk	53.00 Square Yard	54.20	\$18.79	0.00	0.00	\$0.00	54.20	\$1,018.42
64	Underdrain, Subgrade, 6 inch	50.00 Foot	19.00	\$34.31	0.00	0.00	\$0.00	19.00	\$651.89
65	Maintenance Aggregate, 21AA	25.00 Ton	25.00	\$60.91	0.00	0.00	\$0.00	0.00	\$0.00

OHM Advisors
34000 Plymouth Road
Livonia, MI 48150

(734) 522-6711

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City of Farmington - 2017 Farmington Roads HMA Maintenance

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
66	HMA, 13A	670.00 Ton	300.00	\$78.90	0.00	0.00	\$0.00	300.00	\$23,670.00
67	Hand Patching	9.00 Ton	9.00	\$182.45	0.00	0.00	\$0.00	2.50	\$456.13
68	Concrete Curb and Gutter, Det F4	64.00 Foot	91.50	\$26.37	0.00	0.00	\$0.00	91.50	\$2,412.86
69	Concrete, Nonreinf, 8 inch	200.00 Square Yard	272.20	\$50.35	0.00	0.00	\$0.00	272.20	\$13,705.27
70	Sidewalk Ramp, Conc, 6 inch	100.00 Square Feet	183.35	\$5.75	0.00	0.00	\$0.00	183.35	\$1,054.26
71	Sidewalk, Conc, 4 Inch	434.00 Square Feet	285.50	\$4.80	0.00	0.00	\$0.00	285.50	\$1,370.40
72	Detectable Warning Surface	20.00 Foot	15.00	\$33.57	0.00	0.00	\$0.00	15.00	\$503.55
73	Adjust Drainage/Utility Structure	1.00 Each	6.10	\$627.54	0.00	0.00	\$0.00	6.10	\$3,827.99
74	Adjust Drainage/Utility Structure, Additional Depth	1.00 Foot	0.00	\$289.79	0.00	0.00	\$0.00	0.00	\$0.00
75	Turf Establishment, Div. IV	9.63 Sta	9.63	\$153.44	0.00	0.00	\$0.00	4.82	\$739.58
D - Division IV: Hayden Sub-Total:							\$0.00		\$77,227.03
Retainage							\$0.00		
Division: E - Division V: Warner									
76	Mobilization, Max. 5%, Div. V	1.00 Ls	1.00	\$5,000.00	0.00	0.00	\$0.00	1.00	\$5,000.00
77	Traffic Maintenance and Control, Div. V	1.00 Ls	1.00	\$1,003.50	0.00	0.00	\$0.00	1.00	\$1,003.50
78	Audio Video Route Survey, Div. V	1.00 Ls	1.00	\$527.46	0.00	0.00	\$0.00	1.00	\$527.46
79	Erosion Control, Inlet Protection, Fabric Drop	8.00 Each	8.00	\$86.52	0.00	0.00	\$0.00	8.00	\$692.16
80	Pavement Joint and Crack Repair, Det 7	2367.00 Foot	215.20	\$3.35	0.00	0.00	\$0.00	215.20	\$720.92
81	Remove Concrete Curb and Gutter	40.00 Foot	40.00	\$24.23	0.00	0.00	\$0.00	0.00	\$0.00
82	Cold Milling HMA Surface	3315.00 Square Yard	3315.00	\$3.40	0.00	0.00	\$0.00	3227.00	\$10,971.80
83	Remove Pavement	200.00 Square Yard	303.00	\$23.12	0.00	0.00	\$0.00	303.00	\$7,005.36
84	Underdrain, Subgrade, 6 inch	50.00 Foot	20.00	\$34.31	0.00	0.00	\$0.00	20.00	\$686.20
85	Maintenance Aggregate, 21AA	25.00 Ton	0.00	\$60.91	0.00	0.00	\$0.00	0.00	\$0.00
86	HMA, 13A	640.00 Ton	332.36	\$78.96	0.00	0.00	\$0.00	332.36	\$26,243.15
87	Hand Patching	9.00 Ton	9.00	\$182.45	0.00	0.00	\$0.00	2.50	\$456.13
88	Concrete Curb and Gutter, Det F4	40.00 Foot	0.00	\$26.37	0.00	0.00	\$0.00	0.00	\$0.00
89	Concrete, Nonreinf, 8 inch	200.00 Square Yard	303.00	\$50.35	0.00	0.00	\$0.00	303.00	\$15,256.05
90	Adjust Drainage/Utility Structure	1.00 Each	6.52	\$627.54	0.00	0.00	\$0.00	6.52	\$4,091.56
91	Adjust Drainage/Utility Structure, Additional Depth	1.00 Foot	0.00	\$289.79	0.00	0.00	\$0.00	0.00	\$0.00
92	Turf Establishment, Div. V	9.50 Sta	9.50	\$153.44	0.00	0.00	\$0.00	4.75	\$728.84
E - Division V: Warner Sub-Total:							\$0.00		\$73,383.12
Retainage							\$0.00		
Division: F - Division VI: Hillcrest									
93	Mobilization, Max. 5%	0.00 Each	1.00	\$6,250.00	1.00	0.00	\$6,250.00	1.00	\$6,250.00
94	Traffic Maintenance and Control	0.00 Each	1.00	\$4,500.00	1.00	0.00	\$4,500.00	1.00	\$4,500.00
95	Erosion Control, Inlet Protection, Fabric Drop	0.00 Each	3.00	\$86.52	3.00	0.00	\$259.56	3.00	\$259.56
96	Cold Milling HMA Surface	0.00 Square Yard	2768.80	\$5.78	2768.80	0.00	\$16,003.66	2768.80	\$16,003.66
98	Machine Grading	0.00 Sta	11.20	\$590.89	11.20	0.00	\$6,617.97	11.20	\$6,617.97
101	HMA, 13A	0.00 Ton	770.61	\$82.78	770.61	0.00	\$63,791.10	770.61	\$63,791.10

OHM Advisors
 34000 Plymouth Road
 Livonia, MI 48150

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City of Farmington - 2017 Farmington Roads HMA Maintenance

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
102	HMA, 13A (driveway)	0.00 Ton	5.00	\$223.78	5.00	0.00	\$1,118.90	5.00	\$1,118.90
103	Concrete, Driveway, 6 Inch	0.00 Square Yard	84.00	\$65.00	0.00	0.00	\$0.00	0.00	\$0.00
106	Turf Establishment	0.00 Sta	11.50	\$153.44	0.00	0.00	\$0.00	0.00	\$0.00
F - Division VI: Hillcrest Sub-Total:							\$98,541.19		\$98,541.19
Retainage							\$0.00		

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 Livonia, MI 48150

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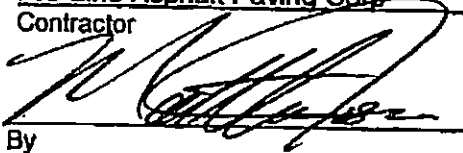
CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period July 21, 2017 to October 6 A.D., 2017 performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for or claim compensation from 0111-17-0010 executed between myself and the City, and in the Change Orders for work issued by the City in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There ~~(is)~~ (is not) an itemized statement attached.

Date: 10/9/17

Pro-Line Asphalt Paving Corp
Contractor


By

Matthew Jones, Vice President

Title

**DRAFT 10.13.17
FOR CITY COUNCIL MEETING REVIEW 10.16.17**

**CITY OF FARMINGTON
10 MILE DEVELOPMENT GROUP, LLC
SALE OF LAND AGREEMENT**

THIS SALE OF LAND AGREEMENT ("Agreement"), made and entered into this ____ day of October, 2017, by and between the City of Farmington, a Michigan municipal corporation, whose address is 23600 Liberty Street, Farmington, Michigan 48335 (the "City"), and 10 Mile Development Group, LLC, a Michigan limited liability company, whose address is 31000 Northwestern Highway, Suite 145, Farmington Hills, MI 48334 (the "Purchaser").

R-E-C-I-T-A-L-S:

A. City is the owner of a certain parcel of real estate located in Farmington, Oakland County, Michigan, a legal description of which is attached hereto as Exhibit A and made a part hereof (the "Property"), at which location the 47th District Court previously operated in the building on the Property. The building is now vacant;

B. Purchaser desires to acquire the Property for development;

C. City desires to sell the Property to Purchaser, or a permitted assign of Purchaser as described herein, in consideration for payment of the Purchase Price and compliance with the terms and conditions set forth in this Agreement; and

D. City and Purchaser desire to set forth their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements for each party to the other hereinafter set forth, Purchaser and the City agree as follows:

1. For the Purchase Price and subject to the terms and conditions contained in this Agreement, City agrees to sell to Purchaser, and Purchaser agrees to purchase from City, the Property. For all purposes hereunder, the term "Property" shall incorporate the land described on **Exhibit A**, together with all improvements thereon, and all oil, gas and mineral rights, and all land divisions available to City as owner and permitted under the Michigan Land Division Act and all privileges, tenements, hereditaments, appurtenances and other rights and benefits belonging or in any way appertaining to the land.

2. The "Purchase Price" for the Property shall be Two Hundred Fifty Thousand Dollars (\$250,000.00) to be paid via wire transfer or certified funds to the City at the Closing. The Purchase Price was offered by Purchaser in its Proposal to purchase the Property and develop the site, a copy of which is attached hereto and incorporated herein by this reference as **Exhibit B** (the "Proposal"), except to the extent any terms or conditions differ from the terms and conditions stated in this Agreement, which shall control in the event of a conflict. Upon execution of this Agreement, Purchaser will deposit a certified check in the amount of Twenty Thousand Dollars (\$20,000.00) with the City as Bid Security, which funds shall be retained by the City under this

Agreement as Purchaser's good faith deposit ("Security Deposit"). The Security Deposit funds shall be credited to Purchaser at the Closing or otherwise applied pursuant to the terms of this Agreement.

3. As evidence of title, City agrees, at City's sole cost and expense, to furnish Purchaser, as soon as possible, but in no event later than fifteen (15) days after the date hereof, a title commitment from First American Title Insurance Company (the "Title Company"), along with copies of all back-up documentation, and to issue to Purchaser, at or as soon as possible after Closing, its standard form of Owner's Title Insurance Policy, in the amount of the Purchase Price, insuring title to the Property to be in good and marketable condition, except for the Permitted Encumbrances described below.

If Purchaser notifies City in writing within ten (10) days after the date of receipt of the title commitment that the title is not in the condition required for performance hereunder, City agrees to provide Purchaser with a revised title commitment evidencing that such defect has been remedied in a manner either acceptable to the Title Company such that it is insured over or removed from the exceptions to coverage or acceptable to Purchaser. City will be required to use reasonable efforts to remedy any such objection within ten (10) days from its receipt of Purchaser' title objections. If City is unable to remedy such objection after using reasonable efforts within said ten (10) day period, Purchaser shall have a period of ten (10) days after it receives written notice from City that such objection has not been remedied to elect in writing to either (a) proceed with this transaction, in which event the Deed for the Property will be executed and delivered subject to any such defects (the "Waived Defects"); or (b) to terminate this Agreement without further liability on the part of either party and to immediately receive a full reimbursement from the City of the Security Deposit as its sole and exclusive remedy. Failure of Purchaser to timely elect an option shall be deemed to mean that Purchaser has elected to proceed.

Within thirty (30) days following the date of this Agreement, Purchaser, at its sole cost and expense, shall order a current ALTA survey ("Survey") of the Property for Purchaser's benefit and use. The Survey shall be certified to Purchaser and the Title Company. The Survey shall be in compliance with ALTA minimum standards for land title surveys and shall be sufficient to permit the Title Company to modify the standard printed exception in the Owner's Policy of Title Insurance pertaining to discrepancies in area of boundary lines, encroachments, overlapping of improvements, or similar matters (herein called the "Survey Exception"). The Survey shall also indicate whether or not the Property is located within an existing or proposed flood plain or flood prone area, as may be designated by the U.S. Army Corps of Engineers or other applicable governmental authorities, and identify each and every, if any, flood-hazardous area within the Property.

If Purchaser notifies City in writing within ten (10) days after the date of receipt of Survey that the Property is not in the condition required for performance hereunder, City agrees to provide Purchaser with evidence that such defect has been remedied in a manner acceptable to Purchaser. City will be required to use reasonable efforts to remedy any such objection within ten (10) days from its receipt of Purchaser' objections. If City is unable to remedy such objection after using reasonable efforts within said ten (10) day period, Purchaser shall have a period of ten (10) days after it receives written notice from City that such objection has not been remedied to elect in writing to either (a) proceed with this transaction, in which event the Deed for the Property will be executed and delivered subject to any such defects (the "Waived Defects"); or (b) to terminate

this Agreement without further liability on the part of either party and to immediately receive a full reimbursement from the City of the Security Deposit as its sole and exclusive remedy. Failure of Purchaser to timely elect an option shall be deemed to mean that Purchaser has elected to proceed.

The Deed executed at the Closing will be delivered subject to the Waived Defects; other matters shown in the title insurance commitment or Survey which are not objected to by Purchaser as provided above; the parking lot and drive agreement between the Farmington Public School District and the Farmington Building Authority dated January 19, 1979, recorded at Liber 7438, Page 485 of Oakland County Records; the lien of taxes not yet due and payable as of Closing; the unimproved platted streets and lots of the Farmington Woods Subdivision that underlay the Property; and liens arising out of the acts or omissions of Purchaser or any of its agents, contractors or employees (collectively, the "Permitted Encumbrances").

Purchaser acknowledges that the Property lies within the Farmington Woods Subdivision, and that, although the Property has been improved with a building (the former courthouse), the underlying, unimproved streets and lots have never been vacated. Purchaser acknowledges that the City has vacated the streets within the Property by Council resolution. Purchaser further acknowledges that the City may (but is not obligated) commence litigation in the Oakland County Circuit Court to vacate such streets and lots under the process described in the Land Division Act. Purchaser will assist as required with regard to such litigation, provided that the cost of such litigation shall be borne entirely by the City and Purchaser shall not be required to participate in any costs related to such litigation.

4. Provided that Purchaser has not terminated this Agreement under Paragraphs 3 or 5, as soon as possible, but in no event later than sixty (60) days after the date hereof, Purchaser agrees, at its sole cost and expense, to fully and completely submit an application for approval of a Planned Unit Development ("PUD") on the Property that complies with the City's Zoning Ordinance requirements for PUDs and that contains all plans, maps, elevations, details and information required under the City's Zoning Ordinance and other applicable ordinances. Such application for PUD approval shall substantially conform to the conceptual plans and narrative submitted as part of the Proposal submitted by Purchaser to the City, attached hereto as **Exhibit B**, which contemplates Single Family Residential Development of approximately 14 single-family homes.

Following submittal of such application, Purchaser shall supplement its application materials as necessary to address issues, if any, raised by the Planning Commission and City Council upon review and shall continuously pursue approval of said PUD.

In the event Purchaser (a) fails to timely submit its completed PUD Application, or (b) fails to diligently pursue approval of the application as required herein, after giving Purchaser notice and thirty (30) days to cure, the City may declare this Agreement to be without further force and effect and the Security Deposit shall be forfeited as liquidated damages to the City as its sole and exclusive remedy.

City agrees to process and review Purchaser's submittals on a timely basis under applicable laws and ordinances. In the event the Parties comply in good faith with this provision, but the PUD is not approved within a six (6)-month period following the date of submission by Purchaser of a complete PRO application, then either party may declare this Agreement to be without further

force and effect in a written notice to the other party and Purchaser shall receive a full reimbursement from the City of the Security Deposit as its sole and exclusive remedy.

Notwithstanding anything else in this Agreement, City retains all its right and discretion under applicable law and ordinances to approve, reject, or approve with conditions any proposed PUD and PUD Agreement, and this Agreement does not limit or waive its zoning or police power authority in any way. City's failure to approve the PUD Plan or the PUD Agreement shall not constitute a default or breach for the purposes of this Agreement. Purchaser understands and agrees that it shall be required to comply with all applicable City ordinances and partake in one or more public hearings concerning its PUD proposal, and that this Agreement in no way constitutes, nor shall it be construed or interpreted to constitute, approval or a promise to approve the PUD or any development of any portion of the Property, as to which the City reserves the full right of its review and approval authority under ordinance and law. City makes no representation in this Agreement that the PUD Plan and PUD Agreement will be approved. Additionally, this Agreement in no way vests, nor shall it be construed or interpreted to vest, any rights to own, occupy, use or develop any portion of the Property prior to the Closing. The provisions of this paragraph shall survive the Closing of this transaction.

For purposes of the foregoing, the PUD shall be deemed approved when the City Council adopts a resolution approving Purchaser's final PUD plan and a PUD Agreement that is mutually satisfactory to Purchaser and City. The PUD Agreement shall provide that the Property shall be developed in accordance with its provisions and the PUD plan, that the PUD approval and PUD Agreement are binding on Purchaser and its successors and assigns, and that it shall be recorded at the Oakland County Register of Deeds and run with the land.

5. Purchaser will have the right to make such tests on the Property as may be deemed reasonable by Purchaser for purposes of inspecting the condition of the Property and the feasibility of developing the Property as intended by this Agreement and preparing and submitting its PUD plan and application materials to the City; provided that Purchaser will be responsible for repairing any damage caused thereby in the event any party fails to consummate the transaction contemplated by this Agreement. It is agreed that, upon 24 hours' notice to the City, Purchaser, or its agents, contractors or employees shall have free access to the Property during regular City business hours for the purpose of performing said tests. Prior to any entry upon the Property, Purchaser shall obtain liability insurance, naming City as an additional insured thereon, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and shall provide City with a certificate evidencing the procurement of such insurance. Purchaser shall indemnify, defend and hold City harmless from and against any and all claims, damages, liabilities and expenses, including but not limited to attorney fees, incurred by or asserted against the City which arise out of or are related to any of Purchaser's activities under this paragraph. The provisions of this paragraph shall survive the Closing of this transaction. If within sixty (60) days from the effective date of this Agreement, Purchaser, in its sole discretion, determines that it is not satisfied with the condition of the Property, Purchaser shall have the right to terminate this Agreement by providing City with written notice of termination, in which event the Security Deposit shall be returned to Purchaser and the parties shall have no further rights or obligations under this Agreement.

6. Purchaser and City agree that this Agreement and the obligations hereunder are subject to and conditioned upon the occurrence of the following "Conditions Precedent" to the Closing:

- A. Approval of the PUD Plan and a PUD Agreement in form and substance set forth mutually acceptable to Purchaser and City, with an approved final site plan to be attached to said PUD Agreement that is generally consistent with the conceptual plans (and narrative) submitted as part of Purchaser's Proposal; and
- B. Receipt by Purchaser of a certified copy of the City's resolution evidencing such approval.
- C. Termination of the cross-access agreement recorded at Liber 7438, Page 485 of Oakland County Records.

If the foregoing Conditions Precedent are not satisfied or waived within six (6) months from the date of this Agreement, except as otherwise provided in this Agreement, either party may declare this Agreement to be without further force and effect in a written notice to the other party and Purchaser shall receive a full reimbursement from the City of the Security Deposit as its sole and exclusive remedy, provided that it is not otherwise in default, including as provided in paragraph 4 above.

7. Subject to the terms and conditions of this Agreement, the purchase/sale transaction contemplated under this Agreement shall be consummated at a meeting of the parties (the "Closing") which shall take place at the offices of the Title Company on a mutually agreed date and time within thirty (30) days after the occurrence of the Conditions Precedent set forth in Paragraph 6, above. At the Closing, City shall execute and deliver to Purchaser (as required) and Purchaser shall execute and deliver to City (as required) the following:

- A. The representative of each party shall deliver to the other evidence of their authority to enter into and to consummate this transaction.
- B. A closing statement showing the pro rations, adjustments, and credits as set forth in this Agreement. City shall pay the cost of the title policy, real estate transfer taxes and deed documentary stamps and one-half the Title Company closing fee. Purchaser will pay all other closing costs and the costs of recording the Deed and any other documents requiring recordation and one-half the Title Company closing fee. City and Purchaser shall be responsible for their own attorney fees up to and including the Closing, except Purchaser shall be responsible for any attorney fee charges required under the City's development escrow ordinance which may include attorney fees incurred by the City in connection with Purchaser satisfying the Conditions Precedent set forth in Paragraph 6 of this Agreement and otherwise in connection with the development review and approval process.
- C. A Covenant Deed (the "Deed").
- D. Payment of the Purchase Price (less any credits under this Agreement).
- E. The signed instruments required under paragraph 9 of this Agreement.
- F. All required valuation and tax reporting documents and affidavits as required by law.

8. If the terms and conditions of this Agreement and the Conditions Precedent are satisfied, including PUD Plan and PUD Agreement approval, and the City refuses to close, Purchaser shall have as its sole and exclusive remedy the right to a return of the Security Deposit plus reimbursement of its reasonable costs and expenses incurred in satisfying the Conditions

Precedent. If the Conditions Precedent are satisfied and Purchaser refuses to close, the Security Deposit shall be forfeited to the City as its sole and exclusive remedy. In no event shall either party be entitled to relief in the form of specific performance under this Agreement, and both parties expressly waive any right they may otherwise have to such relief.

9. **THE PROPERTY IS BEING SOLD IN AN "AS IS" AND "ALL FAULTS AND DEFECTS" CONDITION** including, but not limited to the environmental condition thereof, AS OF THE TIME OF CLOSING. Seller makes no representations with regard to the environmental condition of the Property, and expressly disclaims any warranties, covenants, or guarantees, whether express or implied, regarding the environmental condition of the Property.

- (1) **Disclaimer and Release.** The Closing of the transaction contemplated by this Agreement shall constitute Purchaser's acceptance of the Property in its present environmental condition and physical condition on an "as is," "where is," and "with all faults and defects" basis, regardless of how such faults and defects were caused or created (by the negligence, actions, omissions, or fault of City or otherwise), and Purchaser acknowledges that without this acceptance, this sale by City would not be made, and the City shall not be under any obligation whatsoever to undertake any improvement, repair, modification, alteration, remediation, or other work of any kind regarding any of the Property.

City is expressly released by Purchaser and its successors and assigns from any and all responsibilities, liabilities, obligations, and claims of Purchaser known and unknown, whether based on negligence, strict liability, or otherwise, arising under Environmental Protection Laws, common law, or any other legal requirement, including any obligations to take the Property back or reduce the purchase price and any actions for contribution, indemnity, or to improve, repair, or otherwise modify the physical condition of the Property, that Purchaser or its successors or assigns may have against City, based in whole or in part on the presence of hazardous materials or other environmental contamination on, at, under, or emanating from the Property or arising from the Environmental Condition or physical condition of the Property, regardless of how caused or created (by the negligence, actions, omissions, or fault of City, pursuant to any statutory scheme of strict liability, or otherwise). Purchaser further acknowledges that the provisions of this disclaimer have been fully explained to Purchaser and that it fully understands and accepts the same as a condition to proceeding with this transaction. Purchaser acknowledges that City's employees, agents, or representatives have not made any statements or representations contrary to the provisions of this section. In entering into and performing this Agreement, Purchaser has relied, and will rely, solely on its independent investigation of and judgment regarding the Property and its value.

- (2) **Indemnification of City by Purchaser.** From and after Closing, to the fullest extent permitted by law, Purchaser agrees to indemnify and hold harmless Seller and its elected and appointed officials, employees, and agents from and against any and all losses, liabilities, claims, strict liability claims, lawsuits, fines, penalties, judgments, expenses (including, but not limited to, reasonable attorney fees), environmental abatement, investigation, remediation and cleanup costs, and damages in connection with personal injuries, death, or damage to property or the environment, arising after Closing from Purchaser's use of the property relating to (a) any possession, use, or operation of the

Property, regardless of whether such injuries/death/damage are caused by or arise from City's or third parties' preclosing or post-closing negligence, actions, or omissions relating to the operation, physical condition, or maintenance status of the Property; and/or (b) any Environmental Condition or Environmental Claims pertaining to the Property.

For purposes of this Agreement, the following terms shall be defined as follows:

- (i) **"Environmental Condition"** means any condition or conditions affecting or relating to the air, soil, groundwater, or surface water at or about the Property and any failure to comply with governmental requirements, including Environmental Protection Laws, relating to such condition or conditions, which could or does require remediation, including abatement, investigation, containment, or removal and/or which could result in Environmental Claim(s).
- (ii) **"Environmental Claim(s)"** means all claims, causes of action, liabilities, damages, losses, costs, or expenses (including reasonable attorney and environmental consultant fees) relating to the prevention, abatement, investigation, remediation, release, or elimination of pollution or contamination, the violation of Environmental Protection Laws, or the application of Environmental Protection Laws pertaining to the condition of the Property and the migration of existing pollution onto or under other property. Environmental Claim(s) includes claims arising from application of Environmental Protection Laws to the condition of the Property, as well as any and all claims by third parties and by governmental or quasigovernmental entities no matter how such claims arise.
- (iii) **"Environmental Protection Laws"** mean any and all current or future laws, statutes, rules, regulations, and judicial interpretations of the United States, of any state or local government, or of any other governmental or quasigovernmental authority having jurisdiction that relate to the prevention, abatement, investigation, remediation, or elimination of pollution and/or protection of the environment, including but not limited to those federal statutes commonly known as the Solid Waste Disposal Act of 1970, as amended; the Resource Conservation and Recovery Act of 1976, as amended; the Clean Water Act, as amended; the Clean Air Act, as amended; the Safe Drinking Water Act, as amended; the Migratory Bird Treaty Act, as amended; the Toxic Substances Control Act, as amended; and the Hazardous Materials Transportation Act, as amended; together with any and all other applicable federal, state, and local statutes, laws, rules, and regulations serving any similar or related purpose.

10. City and Purchaser each represent and warrant to the other that no broker, finder or like party has been engaged by it in connection with the transaction contemplated by this Agreement, with the exception of Dan Blugerman of Thomas Duke, whose commission shall be paid by City per its separate agreement with such broker. City and Purchaser shall each indemnify the other against any costs, liabilities or expenses, including but not limited to reasonable attorneys' fees, arising out of the breach of the foregoing representation and warranty by the indemnifying party.

11. Except as is specifically set forth in this Agreement (a) no statements or representations, express or implied, have been made or are made, and no information or

documents supplied by the City are represented to be complete or accurate; and (b) no responsibility has been or is assumed by the City or by any affiliate, person, firm or agent acting or purporting to act on behalf of City as to: (i) presence of or absence on, in, or beneath or about the Property of any minerals or other substances, including, without limitation, any asbestos or any other "hazardous substances;" (ii) the condition or repair of the Property; (iii) the value, expense of operation or income potential of the Property; or (iv) any other fact or condition which has or might affect the Property or the condition, repair, value, expense or operation or income potential thereof, including, without limitation, as to any fact, condition or defect which would be disclosed by a full, complete, and competent survey, investigation of all public and governmental agency's records and of the Property and each and every part or component thereof.

12. Purchaser is responsible for paying all costs and expenses related to the demolition of the existing building on the Property and the design, planning, engineering, permitting and submission of the PUD to be proposed on the Property.

13. All real estate taxes and assessments, if any, that become payable prior to the date of Closing shall be paid by the City. Any special assessments that constitute a lien against the Property prior to Closing shall be paid by City, regardless of whether such special assessment may be paid in installments. All real estate taxes and assessments becoming due and payable on and after the date of Closing shall be the responsibility of Purchaser.

14. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other party.

15. This Agreement and the exhibits attached hereto embody the entire Agreement between the parties in connection with the sale of the Property to Purchaser and there are no oral or parole agreements existing between the parties relating to this transaction which are not expressly set forth and covered hereby. This Agreement may not be modified except in writing signed by both parties.

16. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by such party of any of its rights hereunder. No waiver by any party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed to be a waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any action on the same or any subsequent occasion.

17. No third party, other than the City and Purchaser, their heirs, personal representatives, successors and permitted assigns, shall have any rights to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of the City and Purchaser, their heirs, personal representatives, successors and permitted assigns, and not for the benefit of any other third party.

18. All notices required to be given hereunder shall be in writing. Notice shall be deemed as given hereunder: (a) upon personal delivery to the addresses set forth below; or, (b)

upon receipt (or affirmative refusal to accept) if properly addressed and sent certified mail, return receipt requested; or (c) upon depositing such notice in the custody of a nationally-recognized overnight delivery service and sent by overnight delivery. Notice shall be deemed properly addressed if sent to the following addresses:

- If to City: City of Farmington
c/o Mr. David Murphy, City Manager
23600 Liberty Street
Farmington, Michigan 48335
- With a copy to: Mr. Thomas R. Schultz, Esq.
Johnson Rosati Schultz & Joppich, P.C.
34405 West Twelve Mile, Suite 200
Farmington Hills, Michigan 48331
- If to Purchaser: Francis Boji, Member
10 Mile Development Group, LLC
31000 Northwestern Highway, Ste 145
Farmington Hills, MI 48334
- With a copy to: Ramy Sesi, Esq.
32000 Northwestern Highway, Ste 155
Farmington Hills, MI 48334

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to agreements made and to be performed in that state. Should any court action be commenced at any time involving or concerning this Agreement, it is hereby agreed that jurisdiction and venue shall be in the State of Michigan Circuit Court in Oakland County.

20. Purchaser may not assign this Agreement, in whole or in part, without the prior written consent of City.


21. Iran Economic Sanctions Act. Purchaser certifies by execution below that neither Purchaser nor its officers, directors, and employees are not, and shall not become, an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012. Purchaser shall provide, upon execution of this Agreement, the Affidavit of Compliance in the form attached hereto as **Exhibit C**.

21. This Agreement may be executed in counterparts. Facsimile and electronic copies of signatures shall have the same effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESSES:

CITY OF FARMINGTON
a Michigan municipal corporation,

By 

William Galvin, Mayor

By _____
Sue Halberstadt, City Clerk

WITNESSES:

10 Mile Development Group, LLC,
a Michigan limited liability company,

By _____
Francis Boji, Member