



**Regular City Council Meeting
7:00 p.m., Monday, October 2, 2017
City Council Chambers
23600 Liberty Street
Farmington, MI 48335**

REGULAR MEETING AGENDA

- 1. ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. APPROVAL OF REGULAR AGENDA**
- 4. NEW BUSINESS**
 - A. Consideration to approve request for Farmington Civic Theater HVAC unit**
 - B. Consideration to reschedule the November 6 City Council Meeting to October 30 and schedule a Special Organizational Council meeting for Nov. 13, 2017**
 - C. Consideration to approve the 2017/18 Oakland County Road Maintenance Agreement**
 - D. Consideration to adopt amendment to the City of Farmington Code of Ordinances, Article II, Division 3, Section 31-60, "Prohibited Parking"**
 - E. Consideration of offers to purchase land under Proposed Sale of Land Agreement for the Former 47Th District Court Property on Ten Mile Road**
- 5. DEPARTMENT COMMENT**
- 6. CITY COUNCIL COMMENTS**
- 7. ADJOURNMENT**

Submitted by: Scott Freeman, Civic Theater General Manager

Description:

Consideration to Approve Request for Farmington Civic Theater HVAC Unit

Requested Action:

Move to approve the quote from Selective Heating & Cooling in the amount of \$10,575 to replace a portion of the theater's rooftop HVAC system.

Background:

This will be the second unit to be replaced as part of a three-year replacement plan. Two of the three units are 26 years old and have become costly to maintain. The last unit is planned to be replaced in the 2018-2019 fiscal year.

Agenda Review

Review:



Proposal

Proposal Date: 9/21/2017

Proposal #: 15246

Selective Heating & Cooling, Inc.

29301 Garrison Road
Wixom, MI 48393

Phone: 248 486-4640 Fax: 248-486-4489

Email: info@selectivehvac.com

www.selectivehvac.com

Scott Freeman
33332 Grand River Ave,
Farmington, MI 48335

PROPOSED WORK

Job Location: 33332 Grand River Ave, Farmington, MI
Job Description: REPLACEMENT OF ROOF TOP UNITS (RTU)

- Reclaim Refrigerant
- Disconnect & Remove Existing RTU
- Install Bryant M# 580JP120180 208/230 Volt 3 Ph 10 Ton Cooling Capacity 180,000 BTU Heating Capacity
- Economizer
- Weather Proof Smoke Detector & Sample Tube Connected To Building Alarm System
- Hoisting Service
- Gas Piping
- Electrical
- Sheet Metal
- Use Existing Thermostat - See Notes
- Permit
- Labor

Total Amount Due: 10,575.00

Notes:

- WIFI Staging Thermostat; Addition To Total: \$475.00
- Wireless Thermostat Kit With Sensor; Addition To Total: \$700.00

SHOULD YOU PREFER PAYMENT VIA CREDIT CARD, A 2.75% FEE WILL BE APPLIED TO YOUR TOTAL IF THE AMOUNT EXCEEDS \$10,000.00

Selective Heating will honor these prices for 6 months from proposal date. Quoted price on "additional items" will be honored only when installed at the time of original job.

Please circle desired items if applicable. Signed copy must be received prior to work being scheduled.

Should a permit be required, and City, State and or County specifications exceed proposed work, there will be a charge over and above cost.

If a DTE rebate is available, a permit will be required, which will be additional to your total.

SELECTIVE HEATING & COOLING WILL NOT BE RESPONSIBLE FOR SUPPLYING HEAT NEEDED DURING CONSTRUCTION PERIOD. If Selective does supply heat during the construction phase; the warranty will commence the day the unit is installed and extend 1 year from that date as per manufacturer's warranty. We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: dollars (\$ _____).

PAYMENT TERMS: ON COMPLETION OF JOB

American Arbitration Association Clause - Any controversy or claim arising out of or relating to this contract or the breach thereof, shall to settled by arbitration, in accordance with the rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction.

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

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within 10 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

CONTRACT 18045

BLUE RAY MECHANICAL, INC.

21606 John R Rd.
Hazel Park, MI 48030

Phone 248.399.4500 / 313.869.7200
Fax 248.399.4685

**Heating
Cooling
Humidifiers
Generators
Steamboilers
Hot Water Tanks
Forced Air Furnaces
Heating Consultants**

Farmington Civic Theater
23600 Liberty Street
Farmington, Mi. 48335

Job Location

33332 Grand River
Farmington Mi.

Date	Customer Phone	Project
9/18/2017	(248)302-3090	

Description

We propose to remove your existing Carrier model RTU and install one new Bryant model 580JP12D180A20AA, electric cool 10 ton capacity, gas heat 180,000 BTU equipped with economizer. Scope of work to include following services.

- 1-Reclaim refrigerant from old unit and dispose of properly.
- 2-Provide hoisting service to take down old unit and set new unit, also to include hauling away old unit.
- 3-Reconnect existing distribution system (duct work) to new unit.
- 4-Build and install metal flashing around curb rail of unit, like existing unit to seal from weather.
- 5-Connect existing gas to unit, Paint line as required.
- 6-Connect existing electrical disconnect and control wiring, replace thermostat with new 2 stage heat and cool stat.
- 7-Provide start up and check of new unit to provide safe and efficient service.
- 8-Provide all equipment, materials, labor and permits to complete work.

Gauarenties are 5 years compressors and heat exchanger, 1 year all other parts and labor against defects.

Blue Ray Mechanical is a licensed and insured mechanical contractor.

It is understood that title to the equipment and apparatus furnished by the Seller under the terms of this contract shall not pass to the Purchaser until the same has been fully paid for as stipulated herein. In case of bankruptcy of the Purchaser or in case he shall assign, transfer or mortgage any of the said machinery or equipment, or in case he shall make default in performing any of the conditions herein contained, or if any part of said machinery or equipment is removed or attempted to be removed or in any wise disposed of; the full amount of the balance due under this agreement shall become immediately payable, and the Seller may at its option enter said premises where the equipment may be and take possession thereof, using whatever force may be necessary, in which event the said machinery or equipment and all sums paid shall be forfeited by the Purchaser and retained by the Seller as liquidated damages for the non-performance of this contract and for reasonable charge for use of and injury to said machinery or equipment, Purchaser hereby waiving all claims and rights of action for trespass or damage by reason of said entry and repossession.

It is mutually understood and agreed that this agreement is subject to the terms and conditions contained in any specifications bearing the data within.

It is further agreed that the entire contract respecting the subject matter hereof is herein contained and that there are no oral promises, representations or warranties affecting the same.

It is understood that customer is responsible for power line of sufficient size into building to operate existing and above equipment to meet local electrical code requirements.

<p>WE ACCEPT ANY CARD, ANY AMOUNT with the understanding that there will be a 3.99% processing fee added to the total.</p>	<p>Total</p>
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TERMS: Accounts are due and payable upon completion, unless otherwise noted. All past due balances will be subject to a Finance/Service Charge of 1.5 % per month. A service fee of \$25.00 will be charged for any check/credit/debit transaction returned unpaid or unauthorized by your financial institution. Any form of collection cost is 50% of balance due and will be the customers responsibility, as part of the total amount to be collected.

Contract is valid for 6 months from date of contract.

Salesman's Name

Page 1

Authorized Purchaser's Signature

Purchaser's Name (Please Print)

CONTRACT 18045

BLUE RAY MECHANICAL, INC.

21606 John R Rd.
Hazel Park, MI 48030

Phone 248.399.4500 / 313.869.7200
Fax 248.399.4685

Heating
Cooling
Humidifiers
Generators
Steamboilers
Hot Water Tanks
Forced Air Furnaces
Heating Consultants

Farmington Civic Theater
23600 Liberty Street
Farmington, Mi. 48335

Job Location

33332 Grand River
Farmington Mi.

Date	Customer Phone	Project
9/18/2017	(248)302-3090	

Description

Terms are payment in full at time of completion.

Work can be performed in morning and anticipate completion in one business day, if an issue occurs we will return following morning to compleat so at no time will theater need to close due to unit replacement. Instalation dates can be accomplished around theaters schedule.

Tax has not been added to this proposal, we will require tax exempt form at time of acceptance.

Blue Ray Mechanical is a licensed and insured mechanical contractor.

It is understood that title to the equipment and apparatus furnished by the Seller under the terms of this contract shall not pass to the Purchaser until the same has been fully paid for as stipulated herein. In case of bankruptcy of the Purchaser or in case he shall assign, transfer or mortgage any of the said machinery or equipment, or in case he shall make default in performing any of the conditions herein contained, or if any part of said machinery or equipment is removed or attempted to be removed or in any wise disposed of; the full amount of the balance due under this agreement shall become immediately payable, and the Seller may at its option enter said premises where the equipment may be and take possession thereof, using whatever force may be necessary, in which event the said machinery or equipment and all sums paid shall be forfeited by the Purchaser and retained by the Seller as liquidated damages for the non-performance of this contract and for reasonable charge for use of and injury to said machinery or equipment, Purchaser hereby waiving all claims and rights of action for trespass or damage by reason of said entry and repossession.

It is mutually understood and agreed that this agreement is subject to the terms and conditions contained in any specifications bearing the data within.

It is further agreed that the entire contract respecting the subject matter hereof is herein contained and that there are no oral promises, representations or warranties affecting the same.

It is understood that customer is responsible for power line of sufficient size into building to operate existing and above equipment to meet local electrical code requirements.

WE ACCEPT ANY CARD, ANY AMOUNT with the understanding that there will be a 3.99% processing fee added to the total.	Total	\$11,875.00
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TERMS: Accounts are due and payable upon completion, unless otherwise noted. All past due balances will be subject to a Finance/Service Charge of 1.5 % per month. A service fee of \$25.00 will be charged for any check/credit/debit transaction returned unpaid or unauthorized by your financial institution. Any form of collection cost is 50% of balance due and will be the customers responsibility, as part of the total amount to be collected.

Contract is valid for 6 months from date of contract.

Salesman's Name

Authorized Purchaser's Signature

Purchaser's Name (Please Print)



QUALITY
HEATING & COOLING, INC.
 FOR ALL YOUR HEATING AND COOLING NEEDS

38291 Schoolcraft Road, Suite 101
 Livonia, Michigan 48150
 (734) 591-3310 • Fax (734) 591-5545
 www.qualityheatinginc.com

PROPOSAL SUBMITTED TO Farmington Civic Theatre	PHONE (248) 302-3090	DATE September 13, 2017
STREET 23600 Liberty	JOB NAME sfreeman@farmgov.com	
CITY, STATE, AND ZIP CODE Farmington, MI 48335	JOB LOCATION 33332 Grand River, Farmington Hills	

We hereby submit specifications and estimates for:

Proposal

- Bryant 580JP12D224 10 ton roof top unit with economizer (no curb adaptor needed for Bryant unit)
- Duct smoke detector
- Commercial thermostat with lock box
- Gas & electric reconnects
- Material
- Labor
- Permits
- Recovery of old refrigerant
- Disposal of old unit
- Crane
- Manufacturer's 10 year warranty on heat exchanger
- Manufacturer's 5 year warranty on compressor
- 1 year warranty on parts and labor

Total \$11,135.00 each



Customer is responsible for existing electrical and plumbing to pass local code.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:
 See above _____ dollars (\$) See Above

Payment to be made as follows:

Job Billed : Net 30 days

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

Authorized Signature

Jon Daniels

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____



Calculations are as follows:

Space Load:

In consideration of 3 exposed walls, roof load and elevation (2nd floor: warm air rises) = 300 sq ft per 1 ton.

1800 sq ft divided by 300 = 6 ton

Occupied Load:

Person at rest = 250 btu per person.

132 persons x 250 btu = 33,000 = 3 ton

Space load + occupied load = total load:

6 ton + 3 ton = 9 ton

Fresh air required in air changes per hour:

2.5 air changes per hour. 23,400 cu ft x 2.5 air changes per hour = 58,500 cu ft per hour divided by 60 minutes = 975 cu ft per minute

10 ton unit = 4,000 cubic feet per minute.

Maxim outside air = 25%. 4,000 x .25 = 1,000 cubic feet per minute

Recommendation 10 ton unit

Submitted by: David Murphy, City Manager

Requested Action:

Consideration to reschedule the November 6th Regular Council Meeting to October 30th, and schedule a Special Organizational meeting for Nov. 13, 2017 at 6:00 p.m.

Background:

City Administration is recommending that the City Council reschedule the November 6, 2017 regular meeting to Monday, October 30th. The November 6th meeting would be the evening before the City election. Since the City Council Chambers serves as a precinct, it is important for the City Clerk to set up the precinct the night before.

Additionally, we are requesting Council schedule a meeting for Monday, November 13 at 6:00 p.m. which will serve as an organizational meeting for election of officers and appointments to boards and committees.

Attachments:

Farmington City Council Staff Report	Council Meeting Date: October 2, 2017	Reference Number 4C	
Submitted by: Charles Eudy, Superintendent			
Description Consideration to Renew Farmington Road Maintenance Agreement with the Road Commission for Oakland County			
Requested Action Move to renew Farmington Road Maintenance Agreement with the Road Commission for Oakland County			
<p>Background</p> <p>City Administration is recommending that the City Council renew the Farmington Road Maintenance Agreement with the Road Commission for Oakland County. Under the agreement, which covers a one-year period beginning October 1, 2017, the City provides routine maintenance on Farmington Road between Eight Mile and Grand River. This maintenance includes patching, crack sealing, sweeping, landscape maintenance, snow and ice removal and general maintenance.</p> <p>This 2017-2018 agreement has an increase of 2 percent which increases the amount from \$21,451.33 to \$21,880.36.</p>			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

September 11, 2017

Mr. David Murphy
City Manager
City of Farmington
23600 Liberty Street
Farmington, Michigan 48335

RE: 2017-2018 Maintenance Agreement

Dear Mr. Murphy:

Attached are two copies of a Maintenance Agreement between the Road Commission for Oakland County and the City of Farmington.

This 2017-2018 agreement has an increase of 2%, which increases the amount from \$21,451.33 to \$21,880.36.

If this agreement is satisfactory, please return the two-signed copies and the resolution of approval by your City Council. One fully signed copy will be returned to you upon approval by the Board of Road Commissioners.

Please furnish proof that your liability insurance covers this agreement, and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. If there are any changes in this coverage during the term of this agreement, we must be notified of these changes. We will also need a current certificate of membership in the Michigan Municipal Workers Compensation Fund.

The Board of Road Commissioners and I extend our appreciation to you, the City Council, and your personnel for the fine work that has been done. We will continue to cooperate in any way to provide our citizens with the best road system possible.

We request that your signed agreement be returned to us no later than the end of November, so that we may present the agreement to our Board prior to the end of the year, which will allow RCOC to make payments per the agreement.

Sincerely,



Darryl M. Heid, P.E.
Director of Highway Maintenance

/dr

Attachment



QUALITY LIFE THROUGH GOOD ROADS:
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE."

Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Gregory C. Jamian
Commissioner

Eric S. Wilson
Commissioner

Dennis G. Kolar, P.E.
Managing Director

Gary Plotrowicz, P.E., P.T.O.E.
Deputy Managing Director
County Highway Engineer

Highway Maintenance
Department

2420 Pontiac Lake Road
Waterford, MI
48328

248-858-4881

FAX
248-858-7607

www.rcocweb.org

2017-2018 MAINTENANCE AGREEMENT
CITY OF FARMINGTON

Under 1951 PA 51, As Amended

This Maintenance Agreement (“Agreement”) is made this ____ day of _____, 2017, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the “Board,” and the City of Farmington, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the “City.”

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain maintenance of said roads under the terms of this Agreement, and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City will perform Maintenance of certain roads under the terms of this Agreement, and the Board will participate in the cost thereof as provided in Section III of this Agreement. “Maintenance,” herein required to be performed by the City, shall mean routine roadway surface operations, care and maintenance of shoulders and approaches, drainage and roadside maintenance and snow removal and ice control, which shall include the following minimum requirements:

ROUTINE ROADWAY SURFACE OPERATIONS

- Patching, including Base repairs
- Blading
- Joint and Crack Filling
- Sweeping

CARE AND MAINTENANCE OF SHOULDERS AND SIDE APPROACHES

- Patching, Blading, etc.
- Gravel
- Seeding and Sodding

DRAINAGE AND ROADSIDE MAINTENANCE

- Erosion Control and Repair
 - Repairing Drainage Ditches and Structures (includes Ditch Clean-out)
 - Grass and Weed Cutting (Twice Yearly)
- Tree Trimming and Emergency Tree Removal (Normal Tree Removal to be done by Road Commission)
- Repairing Retaining Walls, etc.
- Roadside Clean-up

SNOW REMOVAL AND ICE CONTROL

Snow Removal by blading, plowing and other methods necessary to make the road reasonably safe for public travel.

Ice Control by salting, sanding, scraping and other methods necessary to make the road reasonably safe for public travel.

Maintenance shall also include other methods necessary to make the roads reasonably safe for public travel in accordance with MCL 224.21; and such other work and services, such as recordkeeping and maintenance of insurance, required by this Agreement. The city shall perform Maintenance on the roads listed in Exhibit A. All Maintenance work and services performed by the City shall be in accordance with the Board's maintenance guidelines, including but not limited to, the Board adopted Winter Maintenance Guidelines, the Board's standard practices and this Agreement. Should any dispute arise as to the character or extent of Maintenance or as to the City's performance hereunder, the controversy may be referred to an arbitration board consisting of the Road Commission for Oakland County Director of Highway Maintenance, the City of Farmington Engineer and a third person to be chosen by them for settlement thereof.

II

The City agrees to keep said road in such condition as to be reasonably safe and convenient for public travel, in accordance with MCL 224.21, and to promptly notify the Board as soon as possible, but not longer than 5 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects are not Maintenance subject to this Agreement.

The City shall keep accurate and uniform records of all Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the assumption of Maintenance of Farmington Road, between Eight Mile and Grand River by the City, the Board agrees to pay the City the sum of \$21,880.36 as set forth in Exhibit A, attached hereto and made a part hereof. Such amount is to be used by the City for Maintenance.

Payments are to be made by the Board to the City as follows:

25% in December, 2017
25% in March, 2018
25% in June, 2018
25% in September, 2018

The making of said payments shall constitute Board's entire obligation in reference to said Maintenance.

IV

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees the County of Oakland; the Office of the Oakland County Water Resources Commissioner and applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local units(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons (including death), or (c) other claims, charges, complaints, damages or causes of action arising out of

the performance or non-performance of the activities which are the subject matter of this Agreement, specifically those activities set out in Section I, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provides immunity to the City as an agent of the County. Therefore, the City falls within the governmental immunity protection of the County.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation insurance, employer's liability insurance, automobile and comprehensive general liability insurance coverages, as more fully described in Exhibit B attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement.

VI

The City further agrees to comply with all applicable laws and regulations, including without limitation, laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements). Further, the City must obtain DEQ permission to perform culvert replacements, when same involves a stream or lake. The City will be responsible for the proper disposal of the solid waste and other debris related to the maintenance described in Section I, and the costs associated therewith.

VII

In accordance with Michigan 1976 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position.. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2017, and shall continue in full force and effect until a subsequent Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Maintenance agreement has not been executed by the parties hereto on or before September 1, 2018, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____,
and by the City by authority of a resolution of its governing body, adopted _____,
(copy attached as Exhibit C).

Witnesses:

CITY OF FARMINGTON
A Municipal Corporation

_____ By: _____

Its: _____

_____ By: _____

Its: _____

Witnesses:

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,
A Public Body Corporate

_____ By: _____

Its: _____

_____ By: _____

Its: _____

MAINTENANCE AGREEMENT
2017-2018

CITY OF FARMINGTON

EXHIBIT A

Farmington Road

Extending from Eight Mile Road to Grand River Avenue

1.70 Miles at \$12,880.36 per mile \$21,880.36

25% in December of 2017	\$ 5,470.09
25% in March of 2018	\$ 5,470.09
25% in June of 2018	\$ 5,470.09
25% in September of 2018	\$ 5,470.09

TOTAL \$21,880.36

EXHIBIT B

2017-2018 WINTER MAINTENANCE AGREEMENT

ROAD COMMISSION FOR OAKLAND COUNTY

**INSURANCE PROVISION
(CITY)**

Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Road Commission for Oakland County, copies of completed certificates of insurance as evidence that he carries adequate insurance satisfactory to the Board. Insurance coverage shall be provided in accordance with the following:

- a. Worker's Compensation and Employer's Liability Insurance: The insurance shall provide worker's compensation protection for the City's employees, to the statutory limits of the State of Michigan, and provide Part B Employers Liability as follows:

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker's disability compensation coverage established by law.

- b. Bodily Injury and Property Damage: The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operation for one year, after completion of the work.
 - 1. Bodily Injury and Property Damage Other Than Automobile: The minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury and Property Damage Liability:	or: Combined Single Limit:
Each Person \$1,000,000	Aggregate \$2,000,000
Each Occurrence \$1,000,000	
Aggregate \$2,000,000	

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations and (3) contractual liability. In the event that the City hires independent contractors, its required insurance shall also include independent contractors' coverages.

2. Bodily Injury Liability and Property Damage Automobiles: The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury and Property Damage Liability: Each Person \$1,000,000 Each Occurrence \$1,000,000	or: Combined Single Limit: Each Occurrence: \$1,000,000
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Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- c. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- d. The City shall provide for and in behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner’s Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City’s General Liability Insurance. Alternatively, the City may meet the requirements of this paragraph “d” by maintaining insurance with a liability limit of \$15,000,000.00 with no aggregate.
- e. Notice – The City shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30 day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the City. The City shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force. If the City cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- f. Reports: The City or its insurance carrier shall promptly report to the Road Commission all of the following events each time as they occur: Claims received, claims investigations made, and disposition of claims.

See provisions of the maintenance agreement to which this Exhibit B is attached.

Farmington City Council Agenda Item	Council Meeting Date: October 2, 2017	Item Number 4D	
Submitted by: Frank J. Demers, Public Safety Director			
Agenda Topic Consideration to adopt Proposed Amendment to Section 31-60 of the City of Farmington Code Of Ordinances, Prohibited Parking			
Proposed Motion Motion to adopt Ordinance C-784-2017, amending Farmington City Code, Section 31-60 "Prohibited Parking" to add regulations prohibiting re-parking of vehicles in time-limited public parking lots and prohibit the removal of tire markings made by parking enforcement officer.			
Background The first reading of the proposed ordinance amendment was brought before Farmington City Council at their regular meeting on September 19, 2017. The revisions suggested by City Council have been completed. The proposed amendment is now being brought before to City Council for adoption.			
Materials Attached Amended Ordinance Attached			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

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 31, "TRAFFIC AND MOTOR VEHICLES," ARTICLE II, "MOTOR VEHICLE AND UNIFORM TRAFFIC CODES," DIVISION 3, ADDITIONAL REGULATIONS, SECTION 31-60, "PROHIBITED PARKING" TO ADD REGULATIONS AND PROHIBIT REMOVAL OF TIRE MARKINGS MADE BY PARKING ENFORCEMENT OFFICER

THE CITY OF FARMINGTON ORDAINS:

PART I. That Chapter 31, "Traffic and Motor Vehicles," Article II, "Motor Vehicle and Uniform Traffic Codes," Division 3, Additional Regulations, Section 31-60, "Prohibited Parking" is hereby amended to read as follows:

Sec. 31-60. - Prohibited parking.

- (a) No person shall park a vehicle in any of the following places:
- (1) On a sidewalk;
 - (2) In front of any driveway;
 - (3) Within an intersection;
 - (4) Within fifteen (15) feet of a fire hydrant or instructional building;
 - (5) On a designated crosswalk;
 - (6) At any place where official signs prohibit parking;
 - (7) At any place where parking is permitted for specific purposes unless the occupants of the vehicle are complying with the requirements of permitted uses;

- (8) On more than one (1) designated parking space;
- (9) On any grass or otherwise landscaped area;
- (10) On a playground or playing field.

(11) In a parking space clearly identified by an official sign as being reserved for use by disabled persons that is on public property or private property available for public use, unless the individual is a disabled person as described in section 19a of the Michigan Motor Vehicle Code, as amended, or unless the individual is parking the vehicle for the benefit of a disabled person. In order for the vehicle to be parked in the parking space the vehicle shall display 1 of the following:

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(i) A certificate of identification or windshield placard issued under Section 675 of the Michigan Motor Vehicle Code, as amended, to a disabled person.

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(ii) A special registration plate issued under section 803d of the Michigan Motor Vehicle Code, as amended to a disabled person.

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(12) Within 30 feet of the approach to a flashing beacon, stop sign, or traffic-control signal located at the side of a highway.

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(13) In violation of an official sign restricting the period of time for or manner of parking.

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(14) Where a time limit is established by official signs in the following parking lots, no vehicle may be reparked within the same parking lot:

(a) North of Grand River between Farmington Road, Thomas Street, and Warner Street;

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(b) South of Grand River between Farmington Road, Orchard Street, and Grove Street.

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(15) In a place or in a manner that blocks the use of an alley.

(16) In a place or in a manner that blocks access to a space clearly designated as a fire lane.

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(b) In the event that a police officer or parking enforcement officer places on or under the tire of a motor vehicle a chalk mark or other identifying mark or object for the purpose of identifying the vehicle and its time of parking, no person shall erase or remove said chalk mark or identifying mark or object for the purpose of deceiving the ordinance officer monitoring the time which said vehicle has been parked within the lot. Violation of the provisions of this subsection shall be a civil infraction in addition to any other violation of this section for parking over the posted limit, whereby a separate citation shall be issued for violation of this subsection.

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(cb) A person who violates this section shall be responsible for a civil infraction.

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:

**Farmington City Council
Staff Report**

Council Meeting Date:
October 2, 2017

**Reference
Number
4E**

Submitted by: Kevin Christiansen, Economic Community Development Director

Agenda Topic: Consideration of Offers to Purchase Land Under Proposed Sale of Land Agreement for the Former 47Th District Court Property on Ten Mile Road

Proposed Motion:
Consideration of offers to purchase at this time.

Background:
The City received three offers to purchase the former 47th District Court courthouse property on Ten Mile Road east of Farmington Road from DA Building, LLC, Boji Development, Inc. and DS Homes, LLC. Council will recall that the City had entered into a purchase agreement for the property with Balfour Farmington a few years ago for a purchase price of \$425,000. The agreement required Balfour to submit a development proposal to the City within 90 days and included a good faith deposit of \$20,000 that was only refundable if the City failed to approve the development. The City did approve the development but Balfour eventually declined to move forward with the purchase. The City Council reviewed these proposals on September 18, 2017, made comments and asked staff to contact the companies submitting the proposals and ask them to provide any new information or changes to their proposals and bring back to Council.

Attachments:

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