



City Council Meeting
7:00 p.m., Monday, April 3, 2017
Conference Room
23600 Liberty Street
Farmington, MI 48335

AGENDA

1. Roll Call
2. Approval of Agenda
3. Public Comment
4. City of Farmington Board and Commission Resignations
 - a. Accept the resignation of Elizabeth Turton from the Parking Advisory Committee
 - b. Accept the resignation of Cathi Waun from the Farmington Area Arts Commission
5. City of Farmington Board and Commission Interviews
 - a. Interview James White for vacancy on Library Board
 - b. Interview Cheryl Blau for vacancy on Library Board
6. Special Event Applications
 - a. Tax Day Rally
 - b. Community Get-Together Benefitting Freedom House
7. Consideration to Approve Uniform Video Service Local Franchise Agreement with WideOpenWest Michigan, LLC
8. Consideration to Accept Bid for the 2017 Farmington Roads HMA (Asphalt Roads) Maintenance Project
9. Revised Construction Estimate No.2 (final) Change Order No.1 (balancing) for the Rapid Flashing Beacon at Farmington Road & State Street
10. Recognition of House Resolution No. 44 Declaring April 2017 as Michigan Student Athlete Cardiac Awareness Month in the State of Michigan
11. Other Business
12. Council Comment
13. Adjournment

Farmington City Council Agenda Item	Council Meeting Date: April 3, 2017	Item Number 4a	
Submitted by Melissa Andrade			
Agenda Topic: Resignation of Elizabeth Turton from the Downtown Farmington Parking Advisory Committee			
Proposed Motion Move to accept the resignation of Elizabeth Turton from the Downtown Farmington Parking Advisory Committee			
Background Please see the attached letter of resignation. Elizabeth Turton's term was to end on June 30, 2017			
Materials Attached Elizabeth Turton's letter of resignation.			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

In an email dated March 21, 2017 to Melissa Andrade

To Whom It May Concern:

After careful consideration, I regret to inform you that I must resign from the Parking Advisory Committee. Due to career and family obligations, I do not believe I will be able to devote the time necessary to be a productive member of the committee. I apologize for any inconvenience this may cause. I enjoyed my time on the committee and consider it to have been a great learning experience.

Sincerely,
Elizabeth Turton

Farmington City Council Agenda Item	Council Meeting Date: April 3, 2017	Item Number 4b	
Submitted by Melissa Andrade			
<u>Agenda Topic:</u> Resignation of Cathi Waun from the Farmington Area Arts Commission.			
<u>Proposed Motion</u> Move to accept the resignation of Cathi Waun from the Farmington Area Arts Commission			
<u>Background</u> Please see the attached letter of resignation. Cathi plans to remain on the Planning Commission. Cathi Waun's term was to end on June 30, 2018			
<u>Materials Attached</u> Cathi Waun letter of resignation			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

Cathi Waun

23040 Gill Rd,

Farmington, MI 48335

Dear Farmington Council Members,

After much consideration I have decided to tender my resignation as an Arts Commissioner for the city of Farmington.

As a result of opening our new City Life Realty office downtown and taking on the responsibility of Sales Manager at two new communities for Windmill Homes in West Bloomfield and Farmington Hills, our business has increased to a level that requires me to reflect on where I can make the most impact with the hours I am able to dedicate to volunteering.

I appreciate the opportunity to serve the community, and look forward to joining the efforts of the Downtown Development Authority and other organizations that are able to further the plan to bring art to downtown Farmington.

Sincerely,

Cathi Waun

Farmington City Council Agenda Item	Council Meeting Date: Apr 3, 2017	Item Number 5a
Submitted by Melissa Andrade		
<u>Agenda Topic:</u> Interview James White for the vacancy on the Farmington Community Library Board of Directors; it's a 4-year term ending June 30, 2021.		
<u>Proposed Motion</u>		
<u>Background</u> James White has applied for the vacancy on the Library Board. The term will be from April 4, 2017 through June 30, 2021. He would be filling the vacancy left by James McLaughlin. City Administration received two letters of recommendation for James from current Library Board members, they are attached. Vacancies on other city boards and commissions include: Farmington Area Arts Commission Historical Commission Parking Advisory Committee Zoning Board of Appeals (alternate)		
<u>Materials Attached</u> Application Letter of recommendation from Suzanne Paul Letter of recommendation from Elyse Streit		

CITY OF FARMINGTON
BOARDS, COMMISSIONS AND COMMITTEES

Application

Thank you for your interest in service to the City of Farmington as an appointed public representative. Applications will be maintained on file for future consideration.

Date: 2-13-17

Name: White James B.
Last First Middle
Home Address: 33204 Oakland Farmington 48336
Number & Street City Zip
Home Telephone: (248) 231-0251 Voting Precinct: 1

Employer: Farmington Public Schools

Business Address: 32500 Shiawassee Farmington 48336
Number & Street City Zip
Business Phone: (248) 426-2946

Have you been a resident of Farmington for the past 12 months? yes no

Please state your reasons for volunteering to serve our community as an appointed public representative.

Quite simply, I would like to contribute to the community in which I live. Specifically, I believe strongly in the mission of a public library.

PLEASE CHECK YOUR PREFERENCE(S)

Mayoral Appointments

- A. Children, Youth & Families
- B. Downtown Development Authority *
- C. Retirement System Board of Trustees
- D. Planning Commission
- E. Commission on the Environment

Council Appointments

- F. Construction Board of Appeals *
- G. Farmington Community Library
- H. Special Assessment Deferred Payment Review Committee
- I. Traffic and Safety Board
- J. Board of Review
- K. Board of Canvassers
- L. Board of Zoning Appeals
- M. Commission on Aging
- N. Arts Commission
- O. Historical Commission
- P. Friends of Civic Theatre Committee *

* Farmington city residency not required

EDUCATIONAL ACHIEVEMENT

Wayne State University	MLIS	2003
Name of College/University	Degree	Year Attained
University of Michigan (AA) and later UM (Dearborn)	BA and teaching cert	1989 and 1994
Name of College/University	Degree	Year Attained
Canton HS	diploma	1985
Name of Institution/High School	Diploma/Certificate	Year Attained

(Degree or advance education is not required for appointment consideration.)

EMPLOYMENT/PROFESSIONAL EXPERIENCE

Please describe your professional qualifications and/or employment experience.

I have been employed as a teacher by Farmington Public Schools since 1994. For nearly 12 years, I was a media specialist at East Middle School. For three of those years, I was also media specialist at Dunckel Middle School.

Prior to teaching, I was briefly a reporter on a weekly newspaper in Plymouth and Canton.

COMMUNITY/PUBLIC SERVICE EXPERIENCE

Please describe your previous experience with community-based organizations or other volunteer activities.

I have been a member (and for one year president) of the West Oaks Civitan club, part of Civitan International. The mission of the West Oaks club is to promote literacy activities for students in Farmington and Farmington Hills.

SPECIAL SKILLS AND ABILITIES

Please describe any special skills, abilities, talents, etc., that you are willing to share.

Of particular relevance applying for the Farmington Community Library Board, I have a master's degree in library and information science and have worked as a school librarian (often collaborating with the public librarians).

(You will sign application on your first visit.)

Applicant signature

Please bring any additional documents when you make your first visit.

Mayor, City of Farmington
c/o City Manager's Office
23600 Liberty Street
Farmington, Michigan 48335
(248) 474-5500

City of Farmington

Hi Melissa

Jim and his wife, Denise, have lived and worked in this community for a long time. They were both media specialists in the district and when the school board eliminated all media specialist positions, they were very fortunate to get positions as teachers within the Farmington Public School system. Jim is currently at Power Middle School where he is teaching English. Because of the downsizing and elimination of positions in recent years, the Library has struggled in our communications with the school district; librarians each were assigned a media specialist liaison in the past and would work one-on-one with our counterparts to help get needed resources and materials in the schools and help to promote early literacy, the foundation for future success. Jim understands the Library's mission and I know that in this new role of Library Trustee, he will help a school district that is struggling to maximize opportunities to support students in the district. He and Denise have always been staunch Library supporters and I very often see them at various Library events, where they can be seen interacting with Library staff, as well as students. Others who know Jim have commented that he is the type of person who makes very level-headed decisions, which will benefit the Library and the 90,000+ residents of Farmington/Farmington Hills.

Elyse Streit Phone: (248) 848-4301

Library Director Fax: (248) 553-6892

Farmington Community Library elyse.streit@farmlib.org

32737 W. 12 Mile Rd

Farmington Hills, MI 48334

Suzanne Paul
23063 Farmington Road
Farmington, MI 48336
248-421-8174
Suzanne@crpaul.com

March 16, 2017

Farmington City Council
23600 Liberty Street
Farmington, MI 48335

Dear City Council:

I am writing on behalf of James White, a long time neighbor and friend. Jim, and his wife, were my neighbors for many years when I lived at 33224 Oakland.

It has come to my attention that Jim may be considering a position, that has recently opened, on the Farmington/Farmington Hills Library Board. As a current member of the Library Board, I would like to endorse him for that position. I believe that Jim is well qualified and would be an excellent addition to the Library Board.

Jim is a long time resident of Farmington and has worked in the Farmington School District for many years. He teaches English at Farmington High School and is a respected educator. In addition to teaching, I believe he also is involved in the sports program at Farmington High.

I do not know if he has submitted his application as yet for the Library Board position, but if he does, I sincerely hope you will consider him for the position. I think he would be an excellent addition to our Board.

Thank you very much,

Suzanne Paul

Farmington City Council Agenda Item	Council Meeting Date: Apr 3, 2017	Item Number 5b
Submitted by Melissa Andrade		
<u>Agenda Topic:</u> Interview Cheryl Blau for the Farmington Community Library Board of Directors; a 4-year term ending June 30, 2021.		
<u>Proposed Motion</u>		
<u>Background</u> Cheryl Blau has applied for the vacancy on the Library Board. The term will be from April 4, 2017 through June 30, 2021. She would be filling the vacancy left by James McLaughlin. Vacancies on other city boards and commissions include: Farmington Area Arts Commission Historical Commission Parking Advisory Committee Zoning Board of Appeals (alternate)		
<u>Materials Attached</u> Application		



APPLICATION FOR
BOARDS, COMMISSIONS AND COMMITTEES

Thank you for your interest in serving the City of Farmington as an appointed public representative.
Applications will be maintained on file for future consideration

Date: 03-24-17

Name: BLAU CHERYL BETH
Last First Middle

Home Address: 23350 CASS AVE, FARMINGTON, MI 48335
Number & Street City Zip

Home Telephone: 248.497.6633 Voting Precinct: _____

Email: cbblau@gmail.com

Employer: NEW MORNING SCHOOL

Business Address: 14501 HOBGERTY RD, PLYMOUTH, MI
Number & Street City Zip

Business Telephone: 734.420.3331

Have you been a resident of Farmington for the past 12 months? YES

Please state your reasons for volunteering to serve our community as an appointed public representative..

Please see addendum, p.1, attached.

PLEASE CIRCLE YOUR PREFERENCE(S)

- A. Aging Commission
- B. Arts Commission
- C. Beautification Awards and Committee
- D. Board of Review
- E. Charter Review Committee
- F. Commission on Children, Youth & Families
- G. Construction Board of Appeals
- H. Downtown Development Authority*
- I. Grand River Corridor Improvement Authority
- J. Historical Commission
- K. Library Board of Directors
- L. Planning Commission
- M. Southwestern Oakland County Cable Commission
- N. Traffic & Safety Board
- O. Zoning Board of Appeals

*City of Farmington residency not required

EDUCATION ACHIEVEMENT

Univ. of Michigan + Occidental College	BA	1984.
Name of College/University	Degree	Year Attained
Occidental College	M.Ed.	1985.
Name of College/University	Degree	Year Attained
Univ. of Michigan + Union Institute Graduate School		
Name of Institution/High School	Diploma/Certificate	Year Attained
Michigan School of Professional Psychology	MA	2007.
(Degree or advance education is not required for appointment consideration)		
		Ph.D./1993.

EMPLOYMENT/PROFESSIONAL EXPERIENCE

Please describe your professional qualifications and/or employment experience.

Please see addendum, p. 2, attached.

COMMUNITY/PUBLIC SERVICE EXPERIENCE

Please describe your previous experience with community-based organizations or other volunteer activities.

Please see addendum, p. 3, attached.

SPECIAL SKILLS AND ABILITIES

Please describe any special skills, abilities, talents, etc., that you are willing to share.

Please see addendum, p.3, attached.

Cheryl Blum

Applicant signature

Please attach any additional pages or documents and return completed application to:

City of Farmington
c/o City Manager's Office
23600 Liberty Street
Farmington, Michigan 48335
(248) 474-5500 extension 2221

Library Board Application Addendum: Dr. Cheryl Blau

REASON FOR APPLYING

Please state your reasons for volunteering to serve our community as an appointed public representative.

I have been a Farmington/Farmington Hills resident for over 40 years now. Throughout these decades, I have taken full advantage of the many services provided by our two public libraries.

- During high school, college, and graduate school, the librarians assisted me in locating the resources I needed for my research, while the libraries provided me access to technological tools I did not have at home.
- In my work as a K-8 teacher over the past 30 years, I have borrowed many nonfiction books from our Farmington and Farmington Hills libraries on topics my students and I have studied along with novels for students with particular interests and tastes.
- As a parent, I have borrowed many helpful books on child development and parenting as well as having enjoyed bringing my children to activities at the library when they were young.

Now that my children are nearly grown, I would like to devote some of my time, energy, and expertise to ensuring that these resources continue to be available for the members of our two communities.

EMPLOYMENT/PROFESSIONAL EXPERIENCE

Please describe your professional qualifications and/or employment experience.

I have been a K-8 teacher for 30 years in both public, private, charter, and parochial schools. I have particular expertise in community building, program and curriculum development and implementation, creative application of instructional technologies, and the neuroscience behind how the brain learns. I have also had a lot of experience providing staff development and giving presentations on topics including classroom management, giftedness, differentiating for learning challenges (ADD, ADHD, Dyslexia, Dysgraphia, Sensory Integration, etc.), parenting, and helping children cope with stress and anxiety.

In addition to a BA in Education and Liberal Arts, I have an MEd in Instructional Technologies, a PhD in Educational Leadership, and an MA in Clinical and Humanistic Psychology. Along with my full-time classroom teaching, I have also taught courses at both the University of Detroit-Mercy and Oakland Community College, participated in the Excellence in Teaching program at Oakland Schools, and helped write curriculum for Oakland Schools. Earlier in my career, I was a consultant for the "Cable in the Classroom" project, during which time I worked with educators and school districts throughout Southeast Michigan to help them utilize what was then cutting-edge technology as a springboard to enriched student learning in their classrooms. I also wrote the first K-6 Keyboarding Curriculum for Southfield Public Schools and coauthored the district's first K-12 Computer Curriculum.

Although teaching is my passion, I have also worked as an LLP psychologist, providing counseling to children, families, couples, and individuals.

COMMUNITY/PUBLIC SERVICE EXPERIENCE

Please describe your previous experience with community-based organizations or other volunteer activities.

I am a proud member of the Warner Mansion Warnerettes Parasol Drill Team in downtown Farmington. I have been a member of this wonderful group for three or four years now and have taken the initiative to serve as the "Warnerettes Welcomer," holding get-to-know-you teas and extra rehearsals for people who are new to the group or who may be interested in joining. This has helped us gain new members and retain current members.

I have also done quite a bit of work for the Jewish Historical Society of Michigan, writing and then teaching a four-lesson interactive curriculum on the Jewish history of Michigan and Detroit to students in grades 4-6 throughout the state. I also volunteered to serve as a Cub Scout Den Leader when there were more boys that year who wanted to join than could fit in the one den already established at Longacre Elementary School.

ADDITIONAL ATTRIBUTES

Please describe any special skills, abilities, talents, etc., that you are willing to share.

I have strong communication, conflict resolution, and consensus building skills. As a classroom teacher at New Morning School to students in grades 5, 6, 7, and 8, these are skills I use successfully in my work each and every day. Most importantly, I am able to help people develop relationships with one another based upon mutual trust and respect, which then enables them to come to the table with an open mind, recognize what we agree upon, and begin to craft a mutually beneficial plan from this foundation.

In addition, I am cheerful, friendly, optimistic, creative, energetic, enthusiastic, fun, and not easily frustrated. When I am working with students, teachers, family members, neighbors, or any group of people and we try but fail, we get up and keep on trying until we find a solution that works for all parties involved. I would be honored to use my skills and energy to help our libraries continue to thrive in the coming years.

Farmington City Council Agenda Item	Council Meeting Date: Apr 3, 2017	Item Number 6a
Submitted by Melissa Andrade		
<u>Agenda Topic:</u> Special Event: "I Paid My Fair Share" Tax Day Assembly		
<u>Proposed Motion</u> Move to approve the special event application for "I Paid My Fair Share" Tax Day Assembly at Riley Park on Saturday, April 15, 2017 from noon until 4 p.m.		
<u>Background</u> Indivisible Michigan - 11th District, is organizing an assembly to discuss tax issues and other current events. The group is expecting about 150 - 200 participants. The following businesses have been invited to participate: Farmington DDA, Chive Kitchen, H&R Block, Rumi's Mediterranean, Sunflour Bakehaus and Browndog Ice Cream.		
<u>Materials Attached</u> Event application		



CITY USE ONLY

Approval Needed:

- City Manager
- City Council

- Approved
- Denied

City of Farmington Special Event Application

This application is for all events in Riley Park and any other city event that will bring in more than 100 people. Complete this application in accordance with the city of Farmington's Special Events Policy and return it to the City Manager's Office at least 60 days prior to the starting date of the event.

Sponsoring Organization's Name Indivisible Michigan - 11th District

Organization Phone: 616-581-5527

Organization Address 23211 Cass, Farmington, MI 48335

Organization's Agent: Faye Schuett Phone: 248-417-5203

Agent's Title: _____ E-mail: fayeschuett@gmail.com

Agent's Address: 23211 Cass, Farmington, MI 48335

Event Name: "I Paid My Fair Share" Tax Day Assembly

Event Purpose: Community organization

Event Dates: April 15, 2017

Event Times: 12 pm - 4 pm

Event Location: Sundquist Pavilion

Number of People Expected: 150-200

1. **Type of Event:** Based on policy section 2, this event is:

- City Operated Event
- Co-sponsored Event
- Private Event
Prohibited in Riley Park
- Non-Profit Event
- For-Profit Event

2. **An Event Map [is] [is not] attached.** If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lost that you are requesting to be blocked off.

Riley Park Permit Fee:
\$100 residents/\$200 non-residents

3. **Vendors:** Food Concessions (YES) (NO) Other vendors (YES) (NO)
Food Truck (YES) (NO)

If food truck, please the complete food truck registration, which you can obtain from the City Manager's office.

If yes, refer to Policy Section IV.2.M for license and insurance requirements.

If yes, please list all of the vendors by vendor name:

4. **For events in Riley Park: Invitation to Civic Organizations and Merchants in the Event Vicinity.** Non-profit organizations and local merchants in the vicinity of Riley Park – the Central Business District -- should be given the opportunity to participate in the special event to the greatest extent practical; e.g., a local Deli might come out and sell bratwurst. You must demonstrate that reasonable efforts have been made with regard to such inclusion and participation. The City Manager's office shall be responsible for determining whether this requirement has been met.

(x) I have invited local businesses to participate.

Those invited include: Farmington DDA Chive Kitchen
H&R Block Rumi's Mediterranean
Sunflower Bakehaus Browndog Ice Cream

5. **Exempt Parking:** Are you requesting exempt Parking? (See Policy Section 5)
(YES) (NO)

If yes, list the lots or locations where exempt parking is requested:

6. **Other Requests:**

Event Signs: Will this event include the use of signs (YES) (NO)

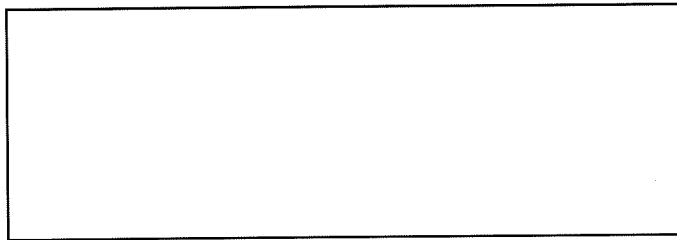
If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs: Please complete sign illustrations below.

Signs or banners approved by the city of Farmington for special events shall be designed and made in an artistic and workman-like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

Total square footage of the banner cannot exceed 32 square feet.

Banner Length

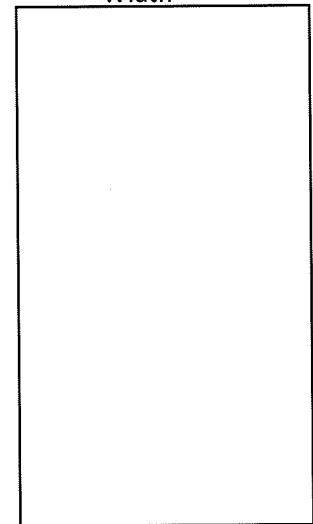
Width



Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet

Width



Height

Write copy of sign in the box.

7. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:
- a. For public events, a certificate of insurance must be provided which names the city of Farmington as an additional named insured party on the policy. (see Event Policy Sec. IV.2.K for insurance requirements)
 - b. Event sponsors and participants will be required to sign Indemnification Agreement forms. (refer to Policy Section IV.2.M)
 - c. If the event includes solicitation by workers standing in street intersections, the required safety precautions will be maintained at all times in accordance with the Department of Public Safety. (see Policy Section IV.2.L)
 - d. All food vendors must be approved by the Oakland County Health Department, and each food and/or other vendor must provide the city with a certificate of insurance which names the city of Farmington as an additional named insured party on the policy. (see Policy Section IV.2.N)
 - e. The approval of this special event may include additional requirements and/or limitations based on the city's review of this application, in accordance with the city's special event policy. The event will be operated in conformance with the written confirmation of approval. (see Policy Section IV.2.R)
 - f. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the city and will promptly pay any billing for city services which may be rendered, pursuant to Policy Sections IV.2. e and f.

As the duly authorized agent of the sponsoring organization, thereby apply for approval of this special event, affirm the above understandings, and agree that my sponsoring organization will comply with the city's Special Event Policy, the terms of the Written Confirmation of Approval and all other city requirements, ordinances and other laws which apply to this special event.

March 29, 2017

Date

Faye Schmitt

Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least sixty (60) days prior to the first day of the event to:

City Manager's Office
23600 Liberty Street
Farmington, MI 48336

Phone: 248-474-5500, ext. 2221

Farmington City Council Agenda Item	Council Meeting Date: Apr 3, 2017	Item Number 6b
Submitted by Melissa Andrade		
<u>Agenda Topic:</u> Special Event: Community Get-Together to Benefit the Freedom House		
<u>Proposed Motion</u> Move to approve the special event application for a Community Get-Together benefiting the Freedom House at Riley Park on June 25 from 1 - 6 p.m.		
<u>Background</u> Several local community centers are organizing a fund raiser for the Freedom House, the proposed date of the special event is Sunday, June 25, 2017 from 2-5 p.m. with setup beginning at 1 and clean up until 6 p.m. The event will be structured more like a picnic where people bring their own food. The organizers are planning to invite local merchants to participate. Sunflour Bakehaus is a participating merchant.		
<u>Materials Attached</u> Application		



CITY USE ONLY	
Approval Needed:	
<input type="checkbox"/>	City Manager
<input type="checkbox"/>	City Council
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Denied

City of Farmington Special Event Application

This application is for all events in Riley Park and any other city event that will bring in more than 100 people. Complete this application in accordance with the city of Farmington's Special Events Policy and return it to the City Manager's Office at least 60 days prior to the starting date of the event.

Sponsoring Organization's Name See attached list

Organization Phone: 248-893-7474 248-442-2360

Organization Address 21108 Meadowlark St.

Organization's Agent: Cheryl Willette Phone: 248-893-7474
Becky Butts 248-442-2360

Agent's Title: Co-Chairs E-mail: caw1946@hotmail.com
beckburns@tds.net

Agent's Address: 21108 Meadowlark St

Event Name: tentative: Community Get-Together to benefit Freedom House

Event Purpose: Fundraiser and Community Fellowship

Event Dates: June 25

Event Times: 2p.m. - 5p.m. , set up 1, clean up through 6

Event Location: Riley Park + Pavilion

Number of People Expected: 300-500

1. **Type of Event:** Based on policy section 2, this event is:

- City Operated Event
 Co-sponsored Event
 Private Event
Prohibited in Riley Park
- Non-Profit Event
 For-Profit Event

2. **An Event Map** [is] ~~(is not)~~ attached. If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.

We are in the process of garnering sponsors and are waiting for commitments from several organizations in the communities of Farmington and Farmington Hills.

Sponsoring Organizations to Date:

Sunflour Bakehaus 33250 Grand River Farmington	Becky Burns	beckburns@tds.net	248-442-2360
Hope Lutheran Church 39200 W. 12 Mile Rd, Farmington Hills	Jessica Beamer	djbeamer@sbcglobal.net	248-227-1957
First Presbyterian Church 26165 Farmington Rd Farmington Hills	Karen Linnell	klinnell@sbcglobal.net	
Birmingham Temple 28611 12 Mile Farmington Hills	Rabbi Jeffrey Falick	rabbi@birminghamtemple.com	248-477-1410
Tawheed Center 29707 W 10 Mile Farmington, MI	Asim Khan		248-426-7360
Muslim Community Mosque 35700 12 Mile Farmington Hills	Afroz Khan	khanafroz@yahoo.com	248-719-2838

3. Vendors: Food Concessions (YES) (No) Other vendors (YES) (No)

If yes, refer to Policy Section 13 for license and insurance requirements.

If yes, please list all of the vendors by vendor name:

4. For events in Riley Park: Invitation to Civic Organizations and Merchants in the Event Vicinity. Non-profit organizations and local merchants in the vicinity of Riley Park – the Central Business District -- should be given the opportunity to participate in the special event to the greatest extent practical; e.g., a local Deli might come out and sell bratwurst. You must demonstrate that reasonable efforts have been made with regard to such inclusion and participation. The City Manager's office shall be responsible for determining whether this requirement has been met.

() I have invited local businesses to participate.

Those invited include:

We will invite surrounding
merchants to participate if
they wish. Sunflower Bakehaus.
Planning to send invitation to everyone
in DDA.

- Hope Lutheran Church
- First Presbyterian Church
- Birmingham Temple
- Tawheed Center
- Muslim Community Mosque

5. Exempt Parking: Are you requesting exempt Parking? (See Policy Section 5)

(YES) (NO)

If yes, list the lots or locations where exempt parking is requested:

- Secular Humanist St.
- SE MI

6. Other Requests:

7. **Event Signs:** Will this event include the use of signs (YES) (NO)
If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs: Please complete sign illustrations below.

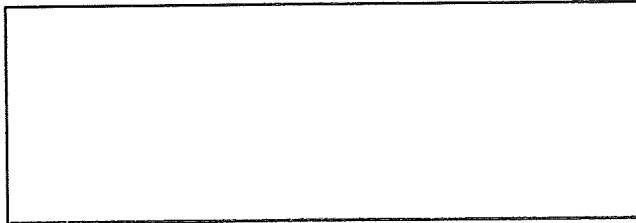
Signs or banners approved by the city of Farmington for special events shall be designed and made in an artistic and workman-like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

Total square footage of the banner cannot exceed 32 square feet.

We will have some kind of sign and will submit a design for approval.

Banner Length

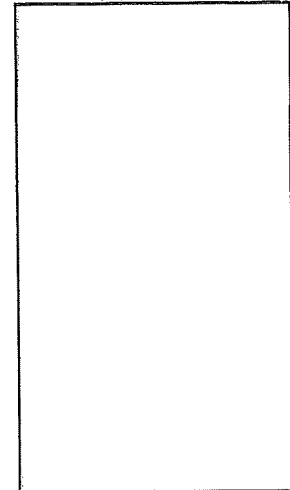
Width



Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet

Width



Height

Write copy of sign in the box.

8. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:
- a. For public events, a certificate of insurance must be provided which names the city of Farmington as an additional named insured party on the policy. (see Policy Section 10 for insurance requirements)
 - b. Event sponsors and participants will be required to sign Indemnification Agreement forms. (refer to Policy Section 12)
 - c. If the event includes solicitation by workers standing in street intersections, the required safety precautions will be maintained at all times in accordance with the Department of Public Safety. (see Policy Section 11)
 - d. All food vendors must be approved by the Oakland County Health Department, and each food and/or other vendor must provide the city with a certificate of insurance which names the city of Farmington as an additional named insured party on the policy. (see Policy Section 13)
 - e. The approval of this special event may include additional requirements and/or limitations based on the city's review of this application, in accordance with the city's special event policy. The event will be operated in conformance with the written confirmation of approval. (see Policy Sections 11 and 16)
 - f. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the city and will promptly pay any billing for city services which may be rendered, pursuant to Policy Sections 3 and 4.

As the duly authorized agent of the sponsoring organization, thereby apply for approval of this special event, affirm the above understandings, and agree that my sponsoring organization will comply with the city's Special Event Policy, the terms of the Written Confirmation of Approval and all other city requirements, ordinances and other laws which apply to this special event.

2/26/2017
Date

Cheryl A. Willette
Signature of Sponsoring Organization's Agent
Becky Burns

RETURN THIS APPLICATION at least sixty (60) days prior to the first day of the event to:

City Manager's Office
23600 Liberty Street
Farmington, MI 48336

Phone: 248-474-5500, ext. 2221

Farmington City Council Agenda Item	Council Meeting Date: Apr 3, 2017	Item Number 7
Submitted by Melissa Andrade		
<u>Agenda Topic:</u> Consideration to Approve Uniform Video Service Local Franchise Agreement with WideOpenWest Michigan, LLC		
<u>Proposed Motion</u> Move to adopt a resolution approving the Uniform Video Service Local Franchise Agreement with WideOpenWest Michigan, LLC as presented.		
<u>Background</u> JRSJ attorney Gary L. Dovre, reviewed the WOW franchise agreement and is recommending the city approve it, his letter explaining the agreement is attached.		
<u>Materials Attached</u> Letter from Attorney Gary Dovre Franchise Agreement Resolution		



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Gary L. Dovre
gdovre@jrsjlaw.com

www.jrsjlaw.com

March 29, 2017

City Council
City of Farmington
23600 Liberty Street
Farmington, MI 48335

RE: Approval of Uniform Video Service Local Franchise Agreement with
WideOpenWest Michigan, LLC

Dear Council Members:

Provided with this letter is a Resolution to approve the Uniform Video Service Local Franchise Agreement ("Franchise") with WideOpenWest Michigan, LLC, ("WOW") that is attached to the Resolution. Adoption of the Resolution is recommended. The Franchise provides for the same 5% of gross revenues franchise fee and 2% of gross revenues PEG (public, education, government) fee as the Bright House franchise approved 8/24/2015 and AT&T franchise renewal approved 9/19/2016.

As reported in connection with the Bright House and AT&T franchises, Public Act 480 of 2006, the Uniform Video Service Local Franchise Act ("Act"), which took effect January 1, 2007, drastically changed cable television franchising in the State of Michigan by: (i) mandating the only acceptable terms and conditions for cable/video service franchises, (ii) having the MPSC establish a standardized uniform franchise form, (iii) rendering unreasonable and unenforceable any provisions of an existing franchise inconsistent with the Act and MPSC approved franchise form, and (iv) placing limits on fees, with the traditional franchise fee (now called an annual video service provider fee) capped at 5% of gross revenue, and so-called PEG fees (public, education, government) capped at 2% of gross revenues. A third fee provision of the Act is a requirement that fees charged by franchising entities be uniform with respect to all cable/video service providers.

Under the Act, a franchising entity, such as the City, has no authority to deny or negotiate the provisions of a proposed franchise. Once a franchise submittal is complete, the only options are to affirmatively approve within 30 days, or by failing to do so within that time, have the franchise be automatically approved. While there was a Federal District Court decision that municipalities did have the right to reject and request modifications of a proposed franchise under the Act, it was vacated in 2014, leaving the City with no published court decision to rely on if it wanted to assert rights not recognized in the Act.

March 29, 2017

Page 2

The City received WOW's proposed Franchise on March 6, 2017, with some fine tuning done since then to put the PEG Fee in the correct place and correct some inconsistencies in the d/b/a name that appears on several pages. If the 30 days allowed for an affirmative approval is measured from the date the original Franchise was received, April 3, 2017, would be your last regular meeting date at which the Franchise could be affirmatively approved, avoiding the automatic approval under the Act. Allowing the automatic approval to occur is not recommended since that would not include the preservation of the City's rights to challenge or rely on another franchising entity's successful challenge of the Act or uniform franchise contained in the Resolution.

If there are questions, I am sure we will be able to answer them.

Sincerely yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

Gary L. Dovre

Enclosure

cc: Dave Murphy, City Manager
Sue Halberstadt, City Clerk
Thomas R. Schultz, Esq.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of Farmington, a Michigan municipal corporation (the "Franchising Entity"), and WideOpenWest Michigan, LLC, a Delaware limited liability corporation doing business as WOW! Internet, Cable and Phone.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement, at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers.
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
 - F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
 - G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
 - H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
 - I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
 - J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
 - K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

- particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.
- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
 - E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
 - F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
 - G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is _____% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 4. An amount agreed to by the Franchising Entity and the video service Provider. *2% of GROSS REVENUES*
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
"Insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

City of Farmington:

City of Farmington
23600 Liberty Street
Farmington, MI
Attn: David Murphy, City Manager
Fax No.: 248-473-7261

WOWI Internet, Cable and Phone
32650 North Avis Drive
Madison Heights, Michigan 48071
Attn: VP, General Manager - Robert DiNardo
Fax No.: 248.677.9021

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.**
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.**

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Farmington, a Michigan Municipal Corporation

By

Print Name

Title

Address

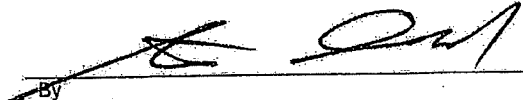
City, State, Zip

Phone

Fax

Email

WideOpenWest Michigan, LLC, a Delaware limited liability corporation doing business as WOW! Internet, Cable & Phone



By
Robert DiNardo

Print Name
VP/General Manager

Title
32650 N Avis Drive

Address
Madison Heights, Michigan 48071

City, State, Zip
248-677-9030

Phone
248-677-9021

Fax
Robert.DiNardo@wowinc.com

Email

FRANCHISE AGREEMENT (Franchising Entity to Complete)

Date submitted:
Date completed and approved:

ATTACHMENT 1

**UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
(Pursuant To 2006 Public Act 480)
(Form must be typed)**

Date: March 6, 2017		
Applicant's Name: WideOpenWest Michigan, LLC, d/b/a WOW! Internet, Cable and Phone		
Address 1: 32650 North Avis Drive		
Address 2:		Phone: 248.677.9030
City: Madison Heights	State: Michigan	Zip: 48071
Federal I.D. No. (FEIN): 04-3561701		

Company executive officers:

Name(s): Jeffrey Marcus	Steven Cochran	Cash Hagen	Cathy Kub	Robert DiNardo
Title(s): Chairman	CEO	COO	EVP	VP/GM

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Robert DiNardo		
Title: VP/GM		
Address: 32650 North Avis Drive, Madison Heights, Michigan 48071		
Phone: 248.677.9030	Fax: 248.677.9021	Email: Robert.DiNardo@wowinc.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

The corporate boundary limits of the City of Farmington, Michigan. See attached map on the last page

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

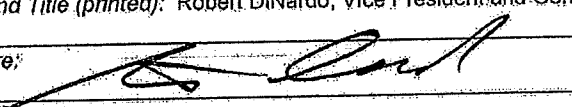
Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date: September 1, 2017

For All Applications:

**Verification
(Provider)**

I, Robert DiNardo, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

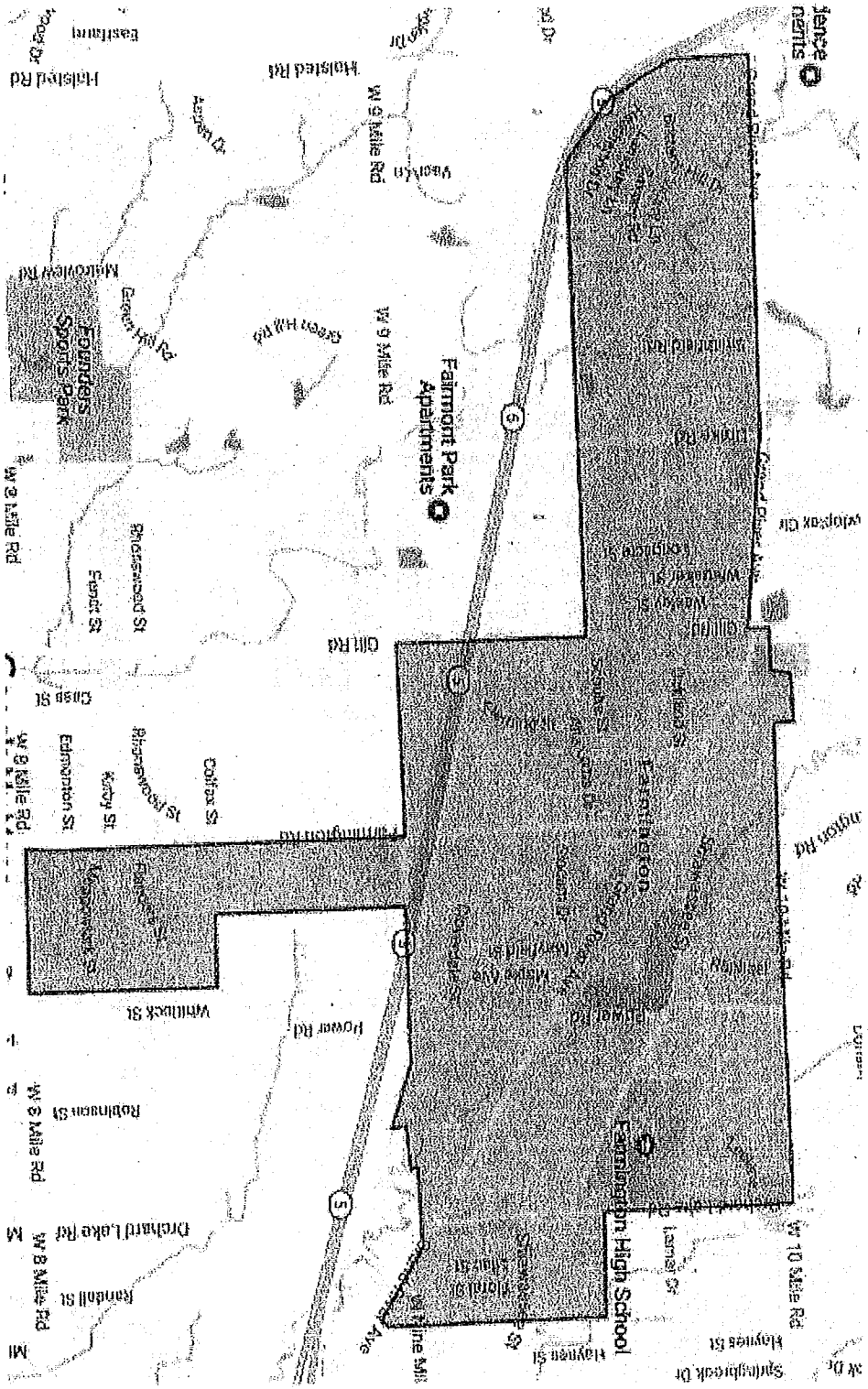
Name and Title (printed): Robert DiNardo, Vice President and General Manager	
Signature: 	Date: 3/6/2017

(Franchising Entity)

City of Farmington, a Michigan municipal corporation

By _____
Print Name _____
Title _____
Address _____
City, State, Zip _____
Phone _____
Fax _____
Email _____
Date _____

Area Footprint Map from Section 2(3e)



ATTACHMENT 2

**UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
(Pursuant to 2006 Public Act 480)
(Form must be typed)**

Affected Franchise Agreement(s): Not Applicable

Date: Type of Change (Check one): Amended Termination Transfer

Current information on record:

Applicant's Name:		
Address 1:		
Address 2:		Phone:
City:	State:	Zip:
Federal I.D. No. (FEIN):		

For Amended Agreement(s):

Agreement that is being Amended:

Types of Amendments:

A. Change in Legal Name or assume business name, etc. (Approval from Secretary of State must be attached.)

1. Existing Name:
2. New Name:

B. Change in Principal Business Address or Name of Person Authorized to Receive Notice:

1. New Principal/business office address:

Address 1:	
Address 2:	
City, State, Zip:	
Email:	
Phone:	Fax:

2. New Name and Title of person authorized to receive notice:

Name:	Title:
Address 1:	
Address 2:	
City, State, Zip:	
Email:	
Phone:	Fax:

C. Increase/Decrease in the Territory:

1. <u>Reason for the change:</u>
2. <u>Description of change:</u>
3. <u>List the new unit(s) and unincorporated area(s) to be served under this change:</u>

D. Additional changes (please attach any additional changes that have been made, which have not been previously recorded in this Attachment):

For Termination:

Effective date of Termination:
Agreement associated with the Termination:
Identify the number of customers covered by the Agreement being terminated:
Identify the method used to notify the Franchising Entity of the termination of service (Attach a copy of the notification):

For Transfer of Agreement(s):

(A transfer will require the new franchise holder or new controlling parent company to complete the information for the "New Agreement Holder")

<u>Name of Current Franchise Holder:</u>	
<u>Contact Name:</u>	
<u>Address 1:</u>	
<u>Address 2:</u>	
<u>City, State, Zip:</u>	
<u>Email:</u>	
<u>Phone:</u>	<u>Fax:</u>
<u>Federal I.D. No. (FEIN):</u>	

ATTACHMENT

Name of New Franchise Holder or controlling parent company as applicable:

Contact Name:

Address 1:

Address 2:

City, State, Zip:

Email:

Phone:

Fax:

Federal I.D. No. (FEIN):

Email:

Company executive officers:

Name(s):

Title(s):

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Describe the video service area footprint as set forth in Section 2(3)(e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

[Option A, for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B, for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C, for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]]

Explain the transaction that defines the transferee as a successor in interest (Attachments are acceptable):

Effective date of Transfer:
(Per 2006 Public Act 480: A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer)
 Agreement associated with the Transfer:

For All Applications:

**Verification
(Provider)**

I, [Insert NAME], of lawful age, and being first duly sworn, now state: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed):

Signature:

Date:

(Franchising Entity)

City of Farmington, a Michigan municipal corporation

By _____

Print Name _____

Title _____

Address _____

City, State, Zip _____

Phone _____

Fax _____

Email _____

Date _____

ATTACHMENT 2

CITY OF FARMINGTON

OAKLAND COUNTY, MICHIGAN

**RESOLUTION GRANTING APPROVAL OF UNIFORM VIDEO SERVICE LOCAL
FRANCHISE AGREEMENT WITH BRIGHT HOUSE NETWORKS, LLC**

At a meeting of the City Council of the City of Farmington, Oakland County, Michigan, held on the 3rd day of April, 2017, at the City Hall, 23600 Liberty Street, Farmington, Michigan 48335.

The following resolution was offered by _____ and supported by _____.

WHEREAS, Public Act 480 of 2006, the Uniform Video Service Local Franchise Act (the "Act") became law in the State of Michigan on January 1, 2007; and

WHEREAS, under Section 3 of the Act, on March 6, 2017, WideOpenWest Michigan, LLC, filed a proposed Uniform Video Service Local Franchise Agreement to provide video services within the boundaries of the City; and

WHEREAS, under Section 3 of the Act, the City is required to approve a complete Uniform Video Service Local Franchise Agreement within 30 calendar days of submission or it is considered automatically approved; and

WHEREAS, with some corrections, the Uniform Video Service Local Franchise Agreement submitted March 6, 2017, was completed and is attached to this Resolution ("Franchise"); and

WHEREAS, the Council is satisfied that the Franchise is complete and in the form that must be used by each franchising entity in the State under Section 2 of the Act such that it should be affirmatively rather than automatically approved as provided by the Act.

NOW THEREFORE, IT IS HEREBY RESOLVED that the City finds that the Franchise is complete and in the required form, and solely for those reasons, the City hereby approves and authorizes and directs the Mayor to sign the Franchise with WideOpenWest Michigan, LLC.

IT IS FURTHER RESOLVED that on page 9 of the Franchise the following language shall be inserted below the "Date completed and approved;" line:

Determination of Completeness and Approval and authority for this Franchise Agreement to be signed, was by adoption of a Resolution by the City Council at a meeting on April 3, 2017.

IT IS FURTHER RESOLVED that such approval by the City is given only because it is required by the Act, and is not an indication of the City's agreement with or assent to any provisions of the Act or the Franchise.

IT IS FURTHER RESOLVED that by approving the Franchise, the City shall not be found to have waived its rights to challenge any provisions of the Act and/or any related provisions of the Franchise on the basis that such provisions are invalid and unenforceable as violations of law, including on the grounds that a particular action is an unconstitutional impairment of contractual rights, and further reserves any and all rights stemming from any successful challenge to such provisions undertaken by any other local franchising entity.

IT IS FURTHER RESOLVED that the City Clerk shall provide a copy of this Resolution to WideOpenWest Michigan, LLC, by one of the methods for Notice in Section XV of the Franchise.

STATE OF MICHIGAN
COUNTY OF OAKLAND

I, SUE HALBERSTADT, the duly-qualified Clerk of the City of Farmington, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Farmington at a duly-called meeting held on the 3rd day of April, 2017, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed by official signature this _____ day of _____, 2017.

SUE HALBERSTADT
Clerk, City of Farmington

Farmington City Council Agenda Item	Council Meeting Date: April 3, 2017	Item Number 8													
Submitted by Charles Eudy, Superintendent															
Agenda Topic Consideration to accept bid for the 2017 Farmington Roads HMA (Asphalt Roads) Maintenance project.															
Proposed Motion Move to award the 2017 Farmington Roads HMA (Asphalt Roads) Maintenance project to Pro-Line Asphalt Paving Corporation, Washington Twp., in the amount of \$421,396.20, and include a \$41,603.80 contingency budget (approximately 10%) for a total construction budget of \$465,000.															
Background In conjunction with the city's consulting engineers, Orchard Hiltz & McCliment Advisors (OHM), bids were solicited for the 2017 Farmington Roads HMA (Asphalt Roads) Maintenance project. The committee selected several local streets and one major road for improvements this Fiscal Year. The selection of the streets was based upon PASER ratings, the number of water main repairs and other upcoming construction projects.															
<p>Bids were opened on Wednesday, March 8, 2017. A total of six (6) bids were received which are listed below. OHM has reviewed the bid tabulations along with contractor work history and references. OHM recommends awarding the contract for the 2017 Farmington Roads HMA (Asphalt Roads) Maintenance in the amount of \$421,396.20 to Pro-Line Asphalt Paving Corporation.</p>															
<p>The engineer's estimate for the project was \$499,379.50</p>															
<table border="0"> <tr> <td>Pro-Line Asphalt Paving</td> <td>\$421,396.20</td> </tr> <tr> <td>Florence Cement Company</td> <td>\$427,590.03</td> </tr> <tr> <td>Pavex Corporation</td> <td>\$430,661.82</td> </tr> <tr> <td>Best Asphalt</td> <td>\$450,227.36</td> </tr> <tr> <td>Asphalt Specialist Inc.</td> <td>\$452,742.25</td> </tr> <tr> <td>Cadillac Asphalt</td> <td>\$664,205.00</td> </tr> </table>				Pro-Line Asphalt Paving	\$421,396.20	Florence Cement Company	\$427,590.03	Pavex Corporation	\$430,661.82	Best Asphalt	\$450,227.36	Asphalt Specialist Inc.	\$452,742.25	Cadillac Asphalt	\$664,205.00
Pro-Line Asphalt Paving	\$421,396.20														
Florence Cement Company	\$427,590.03														
Pavex Corporation	\$430,661.82														
Best Asphalt	\$450,227.36														
Asphalt Specialist Inc.	\$452,742.25														
Cadillac Asphalt	\$664,205.00														
Materials Attached OHM Recommendation of Award bidtab 0111-17-0011															
Agenda Review															
Department Head	Finance/Treasurer	City Attorney	City Manager												



March 20, 2017

Mr. Chuck Eudy
Public Works Superintendent
City of Farmington
23600 Liberty Street
Farmington, MI 48335

RE: Recommendation of Award – 2017 Farmington Roads HMA Maintenance

Dear Mr. Eudy:

Sealed bids for the Farmington Roads HMA Maintenance project were received and publicly read aloud at 1:00 p.m. on Wednesday March 8, 2017 at the City of Farmington offices. Proposals were received from six (6) bidders. Bids with as-checked results ranged from \$421,396.20 to \$664,205.00. Five of the six bids came in very close with the exception of the high bidder (see enclosed bid tab).

We evaluated all six bidders, having familiarity with all six. In reviewing the bids, all information, including bond surety, statement of qualifications, and subcontractors listing, was provided. The lowest bid was received from Pro-Line Asphalt Paving Corp., located at 11797 29 Mile Rd. Washington Twp., MI 48095 in the amount of \$421,396.20. The engineer's estimate for the project was \$499,379.50.

It is felt that Pro-Line Asphalt Paving Corp. and their subcontractors are capable of performing the work based on past experiences, referenced projects, and information provided with the statement of qualifications in the bid package. **Based on the submitted information, it is recommended that the 2017 Farmington Roads HMA Maintenance contract be awarded to Pro-Line Asphalt Paving Corp. of Washington Twp., MI in the amount of \$421,396.20, with a contingency budget of \$41,603.80 to help cover unforeseen issues. This results in a total recommended construction budget of \$465,000.00, which is below the final engineer's estimate.**

Sincerely,
OHM Advisors

A handwritten signature in black ink, appearing to read "Matthew D. Parks".

Matthew D. Parks, P.E.

MDP/jlh

Encl. Bid Tab
cc: David Murphy, City Manager
Jessica Howard, OHM Advisors
File

P:\0101_0125\0111170010_2017_Farmington_Rd_HMA_Maint_Construction\Correspondence\Recommendation of Award.docx

Farmington City Council Agenda Item	Council Meeting Date: April 3, 2017	Item Number 9	
Submitted by Charles Eudy, Superintendent			
Agenda Topic Revised Construction Estimate No.2 (final) Change Order No.1 (balancing) for the Rapid Flashing Beacon at Farmington Road & State Street			
Proposed Motion None at this time			
Background <p>At the March 6, 2017 Council Meeting the Construction Estimate No.2 (Final) Change Order No.1 (balancing) with J. Ranck Electric Inc. in the amount of \$18,267.36 was presented to Council. Chris Weber, Finance Director noticed a discrepancy between Construction Estimate No.1 and Construction estimate No.2 of the retainage held. Upon further investigation, it was determined an error was made on Construction Estimate No.2 Final Change Order No.1. The Revised construction Estimate No2 Change Order No.1 is attached.</p> <p>Orchard Hiltz and McCliment (OHM) agrees with Chris Weber that an error was made in the previous recommendation of payment. J. Ranck Electric Incorporated has been paid \$18,415.80 which includes the full release of previously held retainage for this contract. Total earnings paid to J. Ranck Electric Incorporated has been reduced \$20.00 to \$36,547.20 for work completed under this contract. The Rapid Flashing Beacon was placed in operation following the January 16, 2017 Council Meeting.</p> <p>The construction of this project has been completed under the allocated budget.</p>			
Materials Attached Revised Construction Estimate No.2 (Final) Change Order No.1 (Balancing)			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager



March 21, 2017

Mr. Chuck Eudy
DPW Superintendent
City of Farmington
33720 W. 9 Mile Road
Farmington, Michigan 48335

Regarding: Farmington Road RFB Installation
OHM Job No. 0111-16-0063
Revised Submittal Estimate No.2 (FINAL)

Dear Mr. Eudy:

Enclosed are Construction Estimate No. 2 (FINAL)-REVISED and balancing Change Order No.1. We recommend approval of this change Order and if you concur, please sign and return a fully executed copy to OHM for our records.

Also enclosed are the required documents for final payment which include: 1) Contractor's Declaration; 2) Contractor's Affidavit; 3) Consent of Surety; 4) Contractor's Sworn Statement; and 5) Full Unconditional Waivers from subcontractors / suppliers.

J. Ranck Electric, Inc. has completed the work shown on the attached construction estimate for the period ending February 16, 2017 and we would recommend payment to the Contractor in the amount of **\$18,415.80** which includes the full release of previously held retainage.

Sincerely,
OHM Advisors

A handwritten signature in dark ink, appearing to read "Matthew D. Parks".

Matthew D. Parks, P.E.
Project Manager

cc: Brandi Warner, J. Ranck Electric (via email)
Mitch Master, P.E., OHM (via email)
File

P:\0101_0125\0111160060_Farmington_Road_RFB_Construction\Estimates_CO\No. 02\Revised Final\Farmington Rd RFB_Pay App No.2 (FINAL)_CO No.1 REVISED.docx

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com

PAYMENT APPLICATION



Project: City of Farmington - City of Farmington - Farmington Road RFB Installation

Job Number: 0111-16-0063

Client Job Number: 0111

OWNER: City of Farmington
23600 Liberty Street

Farmington, MI 48335
(248) 474-5500

CONTRACTOR: J. Ranck Electric, Inc.
1993 Gover Parkway

Mt. Pleasant, MI 48858
(989) 775-8830

Number: 2 Revised
Period End Date: 2/16/2017
Status: Approved
Contract Start Date: 12/12/2016
Contract End Date: 1/20/2017
Contract Duration: 39
Print Date: 3/20/2017

SCHEDULE On
STATUS:

Original Contract Amount: \$39,516.00
Change Orders Amount: (\$2,968.80)
Current Contract Amount: \$36,547.20

Change Order 1: (\$2,968.80)
(\$2,968.80)

Earnings This Period: \$16,440.00
Earnings To Date: \$36,547.20
Previous Retainage Amount: \$1,975.80
Retainage This Period: (\$1,975.80)
Less Total Retained To Date: \$0.00
Net Earned: \$36,547.20
Previous Earnings: \$18,131.40
Amount Due Contractor: \$18,415.80

Retainage: 5 % of Contract Including Previous Change Orders Amount

This Pay Application includes the full release of previously held retainage.

Approved By

Chuck Eudy - Public Works Superintendent - City of Farmington

Date

Prepared By

Matt Parks, Principal-In-Charge

Matthew D Parks

Digitally signed by Matthew D Parks
DN: cn=Chuck Eudy, email=ceudy@farmingtonmi.gov, o=City of Farmington, ou=City of Farmington, cn=Matthew D Parks
Date: 2017.03.21 09:10:53 -0500

Date

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									
1	Mobilization, Max. 10%	1.00 Ls	1.00	\$3,000.00	0.50	0.00	\$1,500.00	1.00	\$3,000.00
2	Traffic Maintenance and Control	1.00 Ls	1.00	\$1,800.00	0.50	0.00	\$900.00	1.00	\$1,800.00
3	Sidewalk Removal	53.00 Square Yard	49.10	\$30.00	0.00	0.00	\$0.00	49.10	\$1,473.00
4	Sidewalk Ramp, Conc, 6 inch	104.00 Square Feet	72.00	\$18.00	0.00	0.00	\$0.00	72.00	\$1,296.00
5	Sidewalk, Conc, 6 inch	373.00 Square Feet	369.90	\$18.00	0.00	0.00	\$0.00	369.90	\$6,658.20
6	Detectable Warning Surface	10.00 Foot	10.00	\$100.00	0.00	0.00	\$0.00	10.00	\$1,000.00
7	Hh, Polymer Concrete	3.00 Each	2.00	\$800.00	0.00	0.00	\$0.00	2.00	\$1,600.00
8	Pedestal, Alum	2.00 Each	2.00	\$1,000.00	2.00	0.00	\$2,000.00	2.00	\$2,000.00
9	Pedestal, Fdn	2.00 Each	2.00	\$1,400.00	0.00	0.00	\$0.00	2.00	\$2,800.00
10	Pushbutton and Sign	2.00 Each	2.00	\$700.00	2.00	0.00	\$1,400.00	2.00	\$1,400.00
11	Pushbutton Support Post, RCOC	2.00 Each	2.00	\$800.00	0.00	0.00	\$0.00	2.00	\$1,600.00
12	Flash Beacon, Rectangular Rapid, Solar Power	2.00 Each	2.00	\$5,000.00	2.00	0.00	\$10,000.00	2.00	\$10,000.00
13	Sign, Type III, Rem	4.00 Each	4.00	\$50.00	2.00	0.00	\$100.00	4.00	\$200.00
14	Sign, Type IIIB	27.00 Square Feet	27.00	\$20.00	27.00	0.00	\$540.00	27.00	\$540.00
15	Conduit, DB, 1, 1 1/4 inch	70.00 Foot	41.00	\$20.00	0.00	0.00	\$0.00	41.00	\$820.00
16	Conduit, DB, 1, 3 inch	25.00 Foot	12.00	\$30.00	0.00	0.00	\$0.00	12.00	\$360.00
17	Cable, Rem	30.00 Foot	0.00	\$5.00	0.00	0.00	\$0.00	0.00	\$0.00
18	Cable, 600V, Street Lighting	30.00 Foot	0.00	\$10.00	0.00	0.00	\$0.00	0.00	\$0.00
A Sub-Total:							\$16,440.00		\$36,547.20
Retainage							\$0.00		

CHANGE ORDER



Project: City of Farmington - City of Farmington - Farmington Road RFB Installation

Job Number: 0111-16-0083

Client Job Number: 0111

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

Change Order Number: 1
Date: 2/16/2017
Print Date: 2/16/2017

Contractor: J. Ranck Electric, Inc.
1993 Gover Parkway
Mt. Pleasant, MI 48858
(989) 775-8830

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:	(\$2,966.80)
Original Contract Amount:	\$39,516.00
Contract Amount Including Previous Change Orders:	\$39,518.00
Amount of this Change Order:	<u>(\$2,966.80)</u>
REVISED CONTRACT AMOUNT:	\$36,547.20

Approved By

Eudy, Chuck - Public Works
Superintendent - City of Farmington

Date _____

Prepared By

Parks, Matt

Matthew D Parks

Digitally signed by Matthew D Parks
DN: c=US, e=matt.parks@ohm-advisors.com,
o=OHM Advisors, CN=Matthew D Parks
Date: 2017.02.20 16:22:58 -0500

Date 02/20/17

Accepted By

J. Ranck Electric, Inc.

Date 02/20/17

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 SUBTRACTED FROM THE CONTRACT AMOUNT						
Division: A						
3	Sidewalk Removal	53.00 Square Yard	-3.90	49.10	\$30.00	(\$117.00)
4	Sidewalk Ramp, Conc, 6 Inch	104.00 Square Feet	-32.00	72.00	\$18.00	(\$576.00)
5	Sidewalk, Conc, 6 Inch	373.00 Square Feet	-3.10	369.90	\$18.00	(\$55.80)
7	Hh, Polymer Concrete	3.00 Each	-1.00	2.00	\$800.00	(\$800.00)
15	Conduit, DB, 1, 1 1/4 Inch	70.00 Foot	-29.00	41.00	\$20.00	(\$580.00)
16	Conduit, DB, 1, 3 Inch	25.00 Foot	-13.00	12.00	\$30.00	(\$390.00)
17	Cable, Rem	30.00 Foot	-30.00	0.00	\$5.00	(\$150.00)
18	Cable, 600V, Street Lighting	30.00 Foot	-30.00	0.00	\$10.00	(\$300.00)
SUB-TOTAL DECREASES DIVISION A:						(\$2,968.80)

CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

JANUARY 6, 2017 to

FEBRUARY 15 A.D., 20 17 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 City of Farmington or his agents, in addition to the regular items set forth in the Contract numbered _____ and dated DECEMBER 12 A.D., 20 16 for the Agreement executed between myself and the OWNER, and in the Change Orders for work issued by the OWNER 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: 2-15-17

J RANCH ELECTRIC, INC.

By: [Signature]

Julie W. Smith

Title: Contracts Administrator

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)
)SS.
COUNTY OF _____)

The undersigned, J RANCK ELECTRIC, INC, CONTRACTOR, hereby represents that on 12-12, 2016 he (it) was awarded a Contract by City of Farmington hereinafter called the OWNER, to construct Farmington Road RFB Installation in accordance with the terms and conditions of Contract No. _____; and the undersigned further represents that the subject work has now been accomplished and the said Contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of said Contract has been fully or satisfactorily secured, and that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from performance of said Contract, have been fully paid or satisfactorily secured. The undersigned further agrees that if any such claim should hereafter arise, he (it), shall assume responsibility for same immediately upon request to do so by the OWNER.

The undersigned, for a valuable consideration, receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the OWNER.

This affidavit is freely and voluntarily given with full knowledge of the facts on this 15 day of FEBRUARY, 2016.

J RANCK ELECTRIC, INC

Contractor

By: [Signature]

Julie W. Smith

Title

Contracts Administrator

Subscribed and sworn to before me, a Notary Public in and for _____ County, Michigan, on this _____ day of _____, 20_____.

BRANDI J WARNER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF GRATIOT
My Commission Expires March 13, 2022
Acting In the County of Isabella

Notary Public: [Signature]

My Commission expires: _____

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

AIA DOCUMENT G707

PROJECT: Farmington Road RFB Installation
(name, address)

TO (Owner)

City of Farmington
 23600 Liberty Street
 Farmington, MI 48335

ARCHITECT'S PROJECT NO:

CONTRACT FOR: \$36,547.20

CONTRACT DATE: November 28, 2016.

CONTRACTOR: J. Ranck Electric, Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

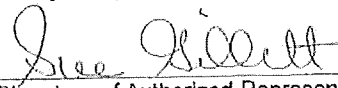
The Cincinnati Insurance Company, 6200 S. Gilmore Road, Fairfield, OH 45014, SURETY COMPANY,
on bond of (here insert name and address of Contractor)

J. Ranck Electric, Inc., 1993 Gover Parkway, Mt. Pleasant, MI 48858, CONTRACTOR,
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Farmington, 23600 Liberty Street, Farmington, MI 48335, OWNERS,
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 20th day of February, 2017.

THE CINCINNATI INSURANCE COMPANY
Surety Company


 Signature of Authorized Representative

Attest:
 (Seal): 

Attorney-in-Fact
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Paul Wiese; Kyle Zabel; Lemmy J. Wilkins; Sue Gillett and/or Mark Wiese II

of Bay City, Michigan

its true and lawful Attorney(s)-in-Fact to sign, execute, sea

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.



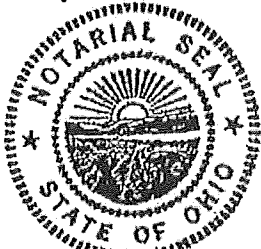
THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Justice

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 20th day of February, 2017



Signature of Scott R. Boen

Secretary

SWORN STATEMENT

JRE NO. 1161:

STATE OF: Michigan }
 COUNTY OF: Isabella } SS

JOLINDA PNACEK, AC (deponent), being sworn, states the following:

J. Ranck Electric, Inc. is the (contractor) (subcontractor) for an

improvement to the following described real property in OAKLAND County, Michigan, described as follows: *(Insert legal description from Notice of Commencement or name and address of the Project)*

RFB SIGNAL FARMINGTON

That the following is a statement of each subcontractor and supplier and laborer, for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee of the property and the amounts due to the persons as of the date of this statement and correctly and fully set forth opposite their names:

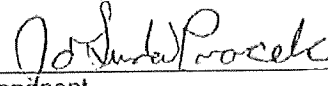
Name of subcontractor, supplier or laborer	Type of Improvement furnished	Total Contract Price	Amount already paid	Amount currently owing	Balance to complete (optional)	Amount of laborer wages due but unpaid	Amount of laborer fringe benefits or withholdings due but unpaid
CARRIER & GABLE	MATERIAL	\$ 8,327.74	\$ 8,327.74		\$ -		
					\$ -		
					\$ -		
No subcontractors used.							
All wages, taxes and fringe benefits on employees of J. Ranck Electric, are paid to date.							
Totals		\$ 8,327.74	\$ 8,327.74	\$ -	\$ -		

(Some columns are not applicable to all persons listed)

The contractor has not procured material from, or subcontracted with any person other than those set forth, and owes no money for the improvement other than the sums set forth.

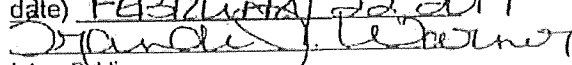
I make this statement as the (contractor) (subcontractor) or as AC of the (contractor) (subcontractor) to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement for claims of construction liens by laborers that may be provided under section 109 of the construction lien act, 1980, P.A. 497, MCL 570.1109.

WARNING TO OWNER: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 P.A. 497, MCL 570.1109 TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAZARDOUSLY OMISSIONED.



 Deponent

WARNING TO THE DEPONENT: A PERSON, WHO GIVES A FALSE SWORN STATEMENT WITH THE INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.

Subscribed and sworn to before me on
 date) FEBRUARY 22, 2017

 Notary Public

 County, Michigan.
 My commission expires: _____

BRANDI J WARNER
 NOTARY PUBLIC - STATE OF MICHIGAN
 COUNTY OF GRATIOT
 My Commission Expires March 13, 2022
 Acting In the County of Isabella



J. RANCK ELECTRIC, INC.

1993 Gover Parkway
Mt. Pleasant, MI 48858
Phone (800) 792-3822 • Fax (989) 775-8830



FULL UNCONDITIONAL WAIVER

JRE JOB NO.: 116135
JOB NAME: RFB SIGNAL FARMINGTON
JOB ADDRESS: RAPID FALSHING BEACON &
SIDEWALK WORK
FARMINGTON, MI

My/our contract with J. Ranck Electric, Inc. to provide material/labor for the improvement to the property described as RFB SIGNAL FARMINGTON having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

CARRIER & GABLE, INC.

Company Name

Jim L. Fave
Signature of Lien Claimant

24110 RESEARCH DRIVE

Address

FARMINGTON HILLS, MI 48335

City, State, Zip Code

(248) 477-8700

Telephone

2-23-17
Date Signed

Farmington City Council Agenda Item	Council Meeting Date: Apr 3, 2017	Item Number 10
Submitted by Melissa Andrade		
<u>Agenda Topic:</u> Recognition of House Resolution No. 44 Declaring April 2017 as Michigan Student Athlete Cardiac Awareness Month in the State of Michigan		
<u>Proposed Motion</u> Informational, no motion		
<u>Background</u>		
<u>Materials Attached</u> State Resolution		

Reps. Howrylak, Allor, Chirkun, Clemente, Cochran, Cox, Crawford, Elder, Ellison, Faris, Green, Greig, Hughes, Lasinski, Marino, Moss, Schor, Singh and Webber offered the following resolution:

House Resolution No. 44.

A resolution to declare April 2017 as Michigan Student Athlete Cardiac Awareness Month in the state of Michigan.

Whereas, The state of Michigan has lost at least 68 students to sudden cardiac arrest and related causes since December 1999. Those students lost include: 15-year-old Kimberly Anne Gillary, a student of Troy Athens High School who suffered a sudden cardiac arrest in a high school water polo game at Birmingham Groves High School on April 1, 2000; Kayla Stanford, a student at Ypsilanti East Middle School, who suffered a cardiac arrest after completing track practice on March 29, 2006; Thomas Noah Smith, a student of Flushing High School, who suffered a sudden cardiac arrest on January 29, 2011; and Wes Leonard, a student at Fennville High school who suffered a sudden cardiac arrest after scoring the winning basket in a basketball game on March 3, 2011; and

Whereas, The families of Kimberly Anne Gillary, Kayla Stanford, Thomas Noah Smith and Wes Leonard have foundations in the memory of their lost sons and daughters to try to prevent other families from losing their sons and daughters to sudden cardiac arrest at school; and

Whereas, The foundations have donated more than 925 automated external defibrillators (AEDs) to high schools and intermediate schools in the state of Michigan and have provided training to teachers and staff on the use of an AED and in CPR; and

Whereas, Approximately 75% of all Michigan high schools now have at least one AED on site due to the efforts of the foundations founded by the families; and

Whereas, There have been at least 14 lives saved at Michigan high schools including 12 students, as a result of AEDs donated by the foundations and other concerned organizations , and

Whereas, As a result of the efforts of the foundations, the Michigan Department of Health and Human Services (MDHHS), and the Michigan High School Athletic Association (MHSAA) there is an increased awareness of the importance of more effective pre-participation screening of our high school student athletes and of having readily available AEDs in our high schools; and

Whereas, The foundations have worked with the Michigan Department of Health and Human Services to develop the Michigan HeartSafe School Program and to encourage Michigan high schools to receive certification as a Michigan HeartSafe School. To date there are at least 265 K-12 schools in Michigan that have received the MI HeartSafe School designation; and

Whereas, The Michigan Legislature has passed legislation to amend MCL 29.19 to require the governing body of any school in Michigan for grades kindergarten to 12 to adopt and implement a Cardiac Emergency Response Plan for the school; and

Whereas, Governor Snyder signed legislation to amend MCL 29.19 on February 25, 2014, thereby establishing that it is the public policy of the state of Michigan that Michigan schools be adequately prepared to respond to a cardiac emergency on school property; and

Whereas, Lt. Governor Brian Calley signed Senate Bill No. 647 into law on December 28, 2016. It is now Public Act 388 of 2016 and requires all students in grades 7-12 to receive instruction in cardiopulmonary resuscitation (CPR) before graduation; now, therefore, be it

Resolved by the House of Representatives, That the members of this legislative body declare April 2017 as Michigan Student Athlete Cardiac Awareness Month in the state of Michigan; and be it further

Resolved, That the people of the state of Michigan are encouraged to become more aware of the importance of improved pre-participation screening of our student athletes and the preparedness of our citizenry and public employees to respond to the sudden cardiac arrest of our sons and daughters while entrusted to our public schools in the course of their education; and be it further

Resolved, That the State Board of Education be urged to include provisions in policies and regulations for AED training in student health education courses and for regular AED drills, so that students and staff will be better prepared to use AEDs to save lives in schools and other public places; and be it further

Resolved, That copies of this resolution be transmitted to The Kimberly Anne Gillary Foundation, The KAYLA Foundation, The Thomas Smith Memorial Foundation, The Wes Leonard Heart Team, the Michigan High School Athletic Association, the Michigan Department of Health and Human Services, and the State Board of Education as a symbol of our support.