



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

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## REGULAR MEETING AGENDA

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENT**
4. **APPROVAL OF ITEMS ON CONSENT AGENDA**
  - A. **Accept minutes from City's Boards and Commissions: Emergency Preparedness Commission, Commission for Family, Youth and Children, Farmington Area Arts Commission, Historical Commission, and Public Parking Committee**
  - B. **Farmington Monthly Payments Report**
  - C. **Farmington Public Safety Monthly Report**
  - D. **City Council Meeting Minutes**
    - Special - September 18, 2017
    - Regular - September 18, 2017
    - Special - September 25, 2017
    - Regular - October 2, 2017
  - E. **Consideration to set public hearing on Application of Roush Manufacturing, Inc. to transfer its Industrial Facilities Exemption Certificate (IFEC) to its assignee, Roush Industries, both subsidiaries of Roush Enterprises, Inc.**
  - F. **Consideration to schedule program year 2018 Community Development Block Grant Application Public Hearing**
  - G. **Building Department Quarterly Report**
5. **APPROVAL OF REGULAR AGENDA**
6. **PRESENTATION/PUBLIC HEARINGS**
  - A. **Miss Farmington Presentations of Checks**
7. **NEW BUSINESS**
  - A. **Special Event Permit – Winter Artisan Market**
  - B. **First Reading of proposed amendment to Chapter 19 Article 7, of the City of Farmington Code of Ordinances - Alarm Systems**
  - C. **Consideration to approve construction estimate no.2 (Final), for the US-16 drain disconnect**

- D. Consideration to approve construction estimate no.3 for the open cut sewer repair - Bel-Aire**
- E. Consideration to approve purchase of replacement water meters**
- F. Consideration to approve change order no. 2 and construction estimate no.2 (Final) for the 2017 Farmington Sidewalk Improvement Program**
- G. Consideration to amend Fiscal Year 2017/18 Budget for purchase of dump truck bed**
- H. Consideration to approve change order no.1 and construction estimate no.3 for the 2017 Farmington Roads Maintenance Project**
- I. Consideration of sale of land agreement with Ten Mile Development Group, LLC, for the sale of the former 47th District Courthouse Property**

**8. DEPARTMENT COMMENT**

**9. CITY COUNCIL COMMENTS**

**10. ADJOURNMENT**

**MEETING MINUTES**  
**FARMINGTON HILLS/FARMINGTON EMERGENCY PREPAREDNESS COMMISSION**  
**AUGUST 7 – 5:15PM**  
**FARMINGTON HILLS CITY HALL-VIEWPOINT ROOM**  
**31555 W. ELEVEN MILE ROAD**  
**FARMINGTON HILLS MI 48336**

**CALLED TO ORDER BY Chair Ciaramitaro 5:15**

**MEMBERS PRESENT: Ciaramitaro, Wecker, Massey, Faine, York, Sloan, Falkowski, Moyna, Buszka, Tutak, Szymusiak, Yuskowatz**

**LIAISONS PRESENT: Neufeld (FHFD), Demmers (Director FPS)**

**OTHERS PRESENT: Melody Kleemer, Jim Stewart**

#	AGENDA ITEM	DISCUSSION SUMMARY/PERTINENT INFO	FORMAL MOTIONS:
2	<b>EVACUATION-SHELTER RTES</b>	Posted on the wall	
3	<b>APPROVAL OF AGENDA</b>	08/07/17	<b>MOTION BY: Faine</b> <b>SUPPORT BY: Tutak</b>  <b>MOTION CARRIED: All</b>
4	<b>APPROVAL OF MINUTES</b>	7/10/17 Change: Buszka name spelled wrong. Should say: Buszka will be attending FEMA's National Youth Preparedness Council Summit in July. He has completed his Legacy Project and gave a presentation on how to prepare for a disaster financially. He spoke to seniors, caregivers, and families of stroke survivors. He distributed FEMA's Emergency Financial First Aid Kit.	<b>MOTION WITH CHANGES: Buszka</b> <b>SUPPORT BY: Faine</b>  <b>MOTION CARRIED: All</b>
5	<b>AGENDA ITEM: Events, Actions, Marketing, &amp; Programs</b>	Founder's Fest went well, Ciaramiyaro would like to organize earlier, have someone volunteer to coordinate. It was suggested we have more givaways. Yuskowatz suggested a location change. Discussion about more marketing, redo calendar, info tri-fold, more news articles. Tutsk said FEMA promotes a National Day of Service, both cities will hold Patriot's Day 9/11. Wecker said July CPR was full and he's been doing several in the community. Neufeld and Wecker want to promote "Stop the Bleed" by the American College of Surgeons. Program to be given to the community, businesses, and religious groups. A request to use the funds will be made to the city. Szymusiak reported the Women's Self Defense class will be held Sat. Sept. 23, 9am at the Costick Center. There were 5 charities suggested the donations go to.	Wecker made a motion to purchase the practice kit for \$950.00. Faine seconded with caveat that the EPC not handle any money.  Motion carried: All  Faine made a Motion to give to CARE. Second by Tutak

#	AGENDA ITEM	DISCUSSION SUMMARY/PERTINENT INFO	FORMAL MOTIONS:
		<p>Moyna volunteered to give the September Tip of the Month.</p>	<p>Motion carried: All</p>
6	<p><b>AGENDA ITEM: MI and REG</b></p>	<p>Tutak said nothing to report, next meeting is tomorrow.</p>	
7	<p><b>AGENDA ITEM: LIAISON REPORTS</b></p>	<p>Neufeld repeated the FHFD support of the Stop the Bleed Program. Demmers (FPS) reported that a risk management person has brought up backround checks for CERT volunteers. Discussion about what other CERT teams do and what program do we use.</p>	
8	<p><b>AGENDA ITEM: PUBLIC COMMENTS</b></p>	<p>Mr. Stewart asked about the installation of mailboxes on the newly repaired 11 Mile Rd. Numbers are only on the mail delivery side so first responders might not see addresses. It was suggested that the numbers should be on the front of the house per the city and to speak to the City Manager about the contract for installation to make sure the work was done correctly.</p>	
9	<p><b>AGENDA ITEM: COMM. COMMENTS</b></p>	<p>None.</p>	
	<p><b>ADJOURNMENT</b></p>		<p>Meeting adjourned at 6:45pm</p>
	<p><b>MINUTES PREPARED BY</b></p>	<p><b>Norene Yuskowatz EPC Commissioner 248-553-7784</b></p>	



**MEETING MINUTES  
COMMISSION ON CHILDREN YOUTH & FAMILIES  
CITY OF FARMINGTON HILL, September 7, 2017**

**Farmington Hills City Hall, Community Room, located at 31555 W. Eleven Mile Rd., Farmington Hills,  
Mi. 48336**

**CALLED TO ORDER BY:** Chair, Kathy Ashcraft at 6:00 pm.

**MEMBERS PRESENT:** Kathy Ashcraft, Ed Cherkinsky, Diane Hague, Bette Rose, Mitch Seelye, Sandy Smith, Brian Snodgrass and Brian Snodgrass.

**MEMBERS ABSENT:** Jessica Cummings, Amber DeLind, Jaymi Dormaier, Rebecca Dworkin, Anthony Lewis, Anwar Mahmood, Joan McGlincy, Jim Nash, Marla Parker, Abby Sacco, Erica Saum, Laura Scott and Eugene Thomas.

**OTHERS PRESENT:** Farmington and Farmington Hills Council, City, or Staff Liaison members: Todd Anderson, Todd Lipa, Jon Manier and Chuck Nebus.

**GUEST SPEAKERS:** Mayor Ken Massey and City Clerk Pam Smith.

<p><b>AGENDA ITEM:</b>  <b>APPROVAL OF AGENDA:</b>  09/07/17</p>		<p><b>MOTION BY:</b> Mitch Seelye  <b>SUPPORT BY:</b> Bette Rose  <b>MOTION CARRIED:</b> Unanimous</p>
<p><b>AGENDA ITEM:</b>  <b>APPROVAL OF THE MINUTES:</b>  06/01/17</p>		<p><b>MOTION BY:</b> Mitch Seelye  <b>SUPPORT BY:</b> Sandy Smith  <b>MOTION CARRIED:</b> Unanimous</p>
<p><b>AGENDA ITEM:</b>  <b>Youth Division Update</b></p>	<p><b>TODD LIPA:</b> Almost 100 Students participated in the summer program which included field trips sponsored by local business donations. Changes were presented at Warner Middle School. There is a great opportunity to work with teachers Monday through Friday. The students will stay at the school after sports. 95% of the students attending the After School Program will come from East Middle School. 95% of the students attending the After School Program at the Ice Arena are from Power Middle School and the Jon Grant Center is the quieter center for the students. The transportation provided for the After School Program is probably the only one in Michigan and this is what makes the program so great. Todd complimented the School District on its cleanliness. Sharon inquired about parents visiting the program, but was informed that it was during the weekday making that difficult. Diane suggested putting a video touting the After School Program in the weekly school email.</p>	

<p><b>AGENDA ITEM:</b> <b>Issues Committee Update</b></p>	<p><b>DIANE HAGUE:</b> Khalfani Stephens, Farmington Hills Economic Development Director volunteered to partner with the Commission in order to develop programs to ensure that the students are aware of the opportunities in technical fields and skilled trades. He envisions visits to manufacturing plants, internships, apprenticeships, etc. Our ideas include producing short five minute videos to put on the weekly school site directed at parents touting the benefits of a vocational and technical career. We would have several videos taking at different manufacturing and industrial work sites with an emphasis on young employees and the benefits of their career. Mr. Stephens will contact companies for commitments and present the idea of videos to the school district.</p>	
<p><b>AGENDA ITEM:</b> <b>Call to Action Update</b></p>	<p><b>MITCH SEELYE:</b> 46 kids from the Michigan area attended the Tri-State Alateen Conference in Indiana. The Annual CTA Breakfast is scheduled for October 6 at the Costick Center.</p>	
<p><b>AGENDA ITEM:</b> <b>Spotlight Show Update</b></p>	<p><b>SHARON SNODGRASS:</b> Four Spotlight Show are being planned. There is no directory for Channel 8 and the Mayor informed us that the directory was was part of SWOCC and it did not continue with Farmington Hills. There is a link in the City website, but it is hard to find. A show is being planned with Joan focusing on families and Meals on Wheels.</p>	
<p><b>AGENDA ITEM:</b> <b>Guest Speakders Mayor Ken Massey and City Clerk Pam Smith</b></p>	<p><b>PRESENTATION-OVERVIEW ON ORDINANCE ON COMMISSIONS:</b> (1). <b>Goals:</b> Identify gaps and/or duplicity amongst Boards and Commissions. Standardize the number of members (11 voting members), appointments, meeting process, agenda, minutes and bylaws. Outline roles of officers, associates members and liaisons. Re-establish the focus of each Board/Commission. (2). <b>Membership:</b> Members include members, alternative members and associate members. Members and alternative members are appointed by the Mayor. Associate members are appointed by the Commission and are not eligible to vote and do not count toward a quorum. (3). <b>Liaisons:</b> Includes city staff and other city employees. (4). Templates will be coming for Bylaws.</p>	
	<p><b>JON MANIER: FPS:</b> There was \$35 Million spent for school improvements. This year has the largest kindergarten class in school system. The old Dunckel Middle School is now the new STEAM School and there is an open house scheduled for October 12.</p> <p><b>CARES OF FH.:</b> Per Todd anyone needing clothing can go to Cares of Fh., located off Shiawassee Rd. between Middlebelt and Inkster Roads.</p> <p><b>CHUCH NEBUS: FHPD:</b> Farmington Hills is the safest City in the Country. Recruiting qualified and interested police candidates is very difficult and programs are being instituted to resolve the problem. There is a program on 9/13 where the public can meet Di</p> <p><b>DIANE HAGUE: NORTH FARMINGTON GARDEN</b></p>	

	<b>CLUB:</b> There is a Blue Star Memorial dedication on Saturday September 9 at noon in Heritage Park which honors the fallen Veterans.	
<b>PUBLIC COMMENTS:</b>	None	
<b>ADJOURNMENT</b>	Meeting Adjourned at 7:55 pm.	<b>MOTION BY: Bette Rose</b>  <b>SECOND BY: Sharon Snodgrass</b>  <b>MOTION CARRIED: Unanimous</b>
<b>i</b>	<b>Minutes Prepared By:</b> Ed Cherkinsky, Secretary and assisted by Diane Hague  Contact Information: Ed Cherkinsky at (248) 661-5114 or <a href="mailto:echerkinsk@aol.com">echerkinsk@aol.com</a>	



7	<b>AGENDA ITEM: Cultural Arts Division Report</b>  <b>Timlin</b>	<ul style="list-style-type: none"> <li>• John Glick Memorial &amp; Exhibit, Farmington Hills City Hall: June 8, 2017 6:00 pm-8:00 pm <ol style="list-style-type: none"> <li>1. Friends, Family, Neighbors loaning work</li> <li>2. Sergio Di Gusti bringing sculpture and paintings</li> <li>3. Pedestals loaned by Ted Hadfield</li> </ol> </li> <li>• ‘High School Musical’ 2200 guests, Huge success</li> <li>• “Art on the Grand” <ol style="list-style-type: none"> <li>1. Farmington DDA Temporary Director , Sara Robertson stepping in to assist</li> <li>2. “Kids Alley” new this year. 25 kids applied and accepted...Grades 3-12</li> </ol> </li> <li>• Special Services Budget in process of City Council Approval</li> <li>• FAAC Balance : \$121</li> <li>• Youth Theater: Looking for a grant to fund Play writing workshop with Artist in Residence Stephen Mack Jones, Author &amp; Playwright. <ul style="list-style-type: none"> <li>• Players Barn: June 9-10</li> </ul> </li> <li>CIDY Indian Dance. Saturday night sold out. 25 tickets left for Friday <ul style="list-style-type: none"> <li>• Summer Camp ready to go</li> </ul> </li> </ul>	<b>NO FORMAL MOTION MADE</b>
8	<b>AGENDA ITEM: Commission Action Items</b>	June Meeting discussed...agreed to cancel Reconvene in September	<b>MOTION BY:</b> Carleton  <b>SUPPORT :</b> Hayes <b>MOTION CARRIED:</b> ALL
9	<b>AGENDA ITEM: COMMISSIONERS’S COMMENTS</b>	Proposed “new” awards for Festival of the Arts 2018	<b>NO FORMAL MOTION MADE</b>
10	<b>Adjournment</b>	7:40 pm	Carleton

Submitted by: Susan Warner

### Historical Commission Regular Meeting

1. Call to Order
  - a. Begin at 7:32 pm
2. Roll Call
  - a. Commissioners Present: Laura Myers, Todd Huffman, Jane Gundlach, Keith Grattan, Sharon Bernath, Daniel Westendorf, Chris Schroer
3. Approval of Agenda
  - a. Unanimous approval
4. Public Comment
5. Approval of minutes from meeting on July 27<sup>th</sup>, 2017
  - a. Unanimous approval
6. Financial Report
7. Warner Mansion Activities
  - a. Last Porch Party August 10<sup>th</sup>
  - b. 150<sup>th</sup> Anniversary Gala August 12<sup>th</sup>
    - i. Proceeds \$37,600
  - c. First Lady Tea in the Garden August 20<sup>th</sup>
    - i. Proceeds \$2000
8. New Business
  - a. Pergola at 33760 Shiawassee
    - i. Unanimous approval
  - b. Existing garage expansion at 33315 Shiawassee
    - i. Unanimous approval
  - c. Warner Mansion Carriage House expansion plans
    - i. Museum Director Kim Shay brought plans from 2000 showing three options to remodel the Carriage House itself to include ADA compliant bathrooms and a catering kitchen. She also brought concept drawings recently made by OHM showing how an addition to the rear and the west side of the Carriage House could provide a kitchen and bathrooms plus an event space with room for about 50 people. The addition would attach to the Carriage House but make no alterations to the inside of the structure.
9. Old Business
  - a. Warner Mansion fountain repair

- i. Keith will contact Mr. Daviddi for advice and possible craftsman referrals. Laura will take photos to Poseidon Ponds in Dexter to see if they are able to evaluate and/or bid the repair.
- ii. Laura will contact Brian Golden to see how to research the age of the fountain. Kim will check the accession papers from the 1980s when we received the fountain from Longacre House.

10. Correspondence and Communications

11. Good and Welfare

12. Adjournment

- a. 8:20 pm

## Parking Advisory Committee Meeting Minutes – Wednesday 8/16/2017– 7:00pm

1. Roll Call – Joe Mantey (acting chair), Mike Fera, Rachel Gallagher, Ken Crutcher, John Perry, City Manager David Murphy, Frank Demers, Councilman Jeff Scott
2. Approval of agenda – need to change #4 item 1.– add “19” to reflect April 19, 2017
3. Public Comment – Representative from Hewitt’s Music – Ship? Or Chip?
  - complaint – received tickets in the loading area behind Hewitt’s
  - Hewitt’s, at times, can take up to 4 hours to load/unload trucks
  - wants “revised loading area”
  - provided photos showing large trucks parked side by side on Orchard
  - blocks sight of oncoming cars for employees leaving building

It was determined this may be a site issue. David, Frank and DPW to stop by Hewitt’s

4. Approval of minutes –
  - April 19, 2017 – approved – Rachel, John
  - July 19, 2017 – approved – Rachel, John
5. Liaison Update (DDA, Council, City Manager)
  - items 5 and 7 blended together in discussion –

Re: re-parking -- Frank has data showing employee lots are not totally full, has videos showing actual reshuffling

--- discussed plans for bringing issue up to Council

6. Update regarding re-stripping
  - 9ft wide spaces may add up to 22 spots in South lot
  - \$42,000 to redo curbs and painting

David to follow up with OHM as to how many spots gained if would be if just restripe

7. Discussion regarding re-parking --- see item 5
8. Discuss Increasing Public Parking Capacity
  - Grand River on street parking to come online in next couple weeks
9. Public Safety update
  - tickets are low
  - New hire, Steve Roberts, just started
  - Brian may do add'l video with birds eye view
10. Committee comments
  - Councilman Scott – would like to get the narrative out about lack of public parking
11. Adjournment



**Farmington City Council  
Agenda Item**

**Council Meeting  
Date:** October 16, 2017

**Item Number  
4B**

**Submitted by:** Amy Norgard, Controller

**Agenda Topic**  
Farmington Monthly Payments Report – September 2017

**Proposed Motion**  
Approve Farmington Monthly Payments Report – September 2017

**Background**  
See attachment

**Materials Attached**  
AP Monthly Payments Report Sept 2017

**Agenda Review**

Department Head

Finance/Treasurer

City Attorney

City Manager

# CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

**MONTH OF SEPTEMBER 2017**

<b>FUND #</b>	<b>FUND NAME</b>	<b>AMOUNT:</b>
101	GENERAL FUND	\$ 261,330.58
202	MAJOR STREET FUND	\$ 4,765.20
203	LOCAL STREET FUND	\$ 243,777.44
592	WATER & SEWER FUND	\$ 359,903.87
595	FARMINGTON COMMUNITY THEATER FUND	\$ 19,319.98
640	DPW EQUIPMENT REVOLVING FUND	\$ 3,242.25
701	AGENCY FUND	\$ 20,255.25
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 65,111.05
	<b>TOTAL CITY PAYMENTS ISSUED:</b>	<b>\$ 977,705.62</b>
136	47TH DISTRICT COURT FUND	\$ 88,051.06
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 47,420.03
290	FRIENDS OF GOVERNOR WARNER MANSION	\$ 50.00
296	SWOCC FUND	\$ 2,704.00
	<b>TOTAL OTHER ENTITIES PAYMENTS ISSUED:</b>	<b>\$ 138,225.09</b>
	<b>TOTAL PAYMENTS ISSUED</b>	<b>\$ 1,115,930.71</b>

A detailed Monthly Payments Report is  
on file in the Treasurer's Office.

# CITY OF FARMINGTON - ACH PAYMENTS REPORT

**MONTH OF SEPTEMBER 2017**

<b>TRANSFER FROM:</b>	<b>TRANSFER TO:</b>	<b>DESCRIPTION:</b>	<b>AMOUNT:</b>
Agency Tax	Farmington Public Schools	Tax Payment #6	885,486.77
Agency Tax	Oakland County	Tax Payment #6	1,930,819.16
Agency Tax	Farmington Comm. Library	Tax Payment #6	126,700.27
Agency Tax	Farmington Public Schools	Tax Payment #7	338,007.22
Agency Tax	Oakland County	Tax Payment #7	658,110.96
Agency Tax	Farmington Comm. Library	Tax Payment #7	42,909.54
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	200,784.85
General Fund	Federal Gov't	W/H & FICA Payroll	78,803.09
General Fund	MERS	August Transfer	54,980.66
General Fund	MERS HCSP	August Transfer	4,040.00
Agency	Total Administrative Services Corp.	Flexible Spending Accounts	1,781.56
	<b>TOTAL CITY ACH TRANSFERS</b>		<b>1,379,417.88</b>
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	84,458.86
Court Fund	Federal Gov't	W/H & FICA Payroll	31,768.78
	<b>TOTAL OTHER ENTITIES ACH TRANSFERS</b>		<b>116,227.64</b>



FARMINGTON PUBLIC SAFETY DEPARTMENT  
23600 Liberty Street, Farmington, MI 48335 / Tel: (248) 474-4700 / Fax: (248) 442-9815

## SEPTEMBER 2017

### **DWLS and Warrant Arrests**

Between August 28 and September 3<sup>rd</sup>, FDPS personnel made eight driver license related and warrant arrests as a result of conducting proactive traffic enforcement.

### **Personal Injury Hit and Run**

On September 3<sup>rd</sup> Officers responded to a report of an injury crash in the area of Grand River Ave and Drake. The driver responsible for the crash fled the area on foot and was suspected to be a drunk driver. Officers quickly learned that the driver responsible for the crash had just fled from a Novi Officer who had attempted to stop the vehicle after almost being hit at an intersection. Officers pursued the suspect with the assistance of a K9, but were unable to locate him. The driver and the passenger of the vehicle that was hit were treated for their injuries. The suspect vehicle was seized and processed for evidence. The case was turned over to a Detective for further follow up.

### **Recovered Stolen Vehicle**

On September 4<sup>th</sup>, an officer stopped a vehicle on M-5 near Farmington Road for defective tail lights. The vehicle was a rental from Hertz. The vehicle returned stolen (Fail to Return). After an investigation, the officer determined the occupants had no knowledge that the vehicle was not returned to Hertz. The vehicle was impounded and the owner notified. The occupants were released on scene.

### **Drug Paraphernalia**

On September 5<sup>th</sup>, an officer stopped a vehicle for speeding on Orchard Lake and Shiawassee. The driver appeared very nervous. The officer asked the driver for consent to search the vehicle. The driver consented to the search. The officer located a metal marijuana grinder in the center console of the vehicle and confiscated it. The driver was issued a citation for drug paraphernalia and released.

### **Uttering and Publishing**

On September 6<sup>th</sup> a resident reported person(s) unknown went into her unlocked vehicle and stole items from her purse. The items included cash, an Amazon gift card and checks. The checks were subsequently used at various banks without her authorization. The case was forwarded to the Detective Bureau for further investigation.

### **Identity Theft**

On September 8<sup>th</sup> Officers responded to Nankin Hobby regarding a suspect attempting to pick up items purchased with a stolen credit card. The manager became suspicious of the on-line order of two Go Pro Cameras. The manager noted the purchaser on the order resided in Maryland but requested an in-store pick up. The manager contacted the

purchaser who denied ordering the cameras. It was learned the purchaser's credit card and personal information were previously stolen by unknown persons. The suspect was arrested for Identity Theft and a warrant obtained through the Oakland County Prosecutors Office.

### **Marijuana Possession**

On September 8<sup>th</sup> a Sgt. stopped a vehicle on Grand River and Brookdale for a headlight violation. The Sgt. detected an odor of marijuana coming from the interior of the vehicle. The officer searched the vehicle and located a small amount of marijuana in a plastic baggie on the driver side floorboard of the vehicle. The baggie of marijuana was confiscated by the officer. The driver did not possess a medical marijuana card. The driver was subsequently arrested and the vehicle impounded.

### **Public Consumption of Alcohol**

On September 11<sup>th</sup> at 9:30 AM an officer observed two subjects drinking beer behind the Shell station at Grand River and Halsted. The subjects were relaxing on their day off. The subjects were cited for Public Consumption of Alcohol.

### **Illegal Use of a Credit Card**

On September 11<sup>th</sup> officers were dispatched to a business regarding a subject attempting to buy a drone aircraft with a stolen credit card. The owner became suspicious of the transaction when he recognized the name on the credit card from previous fraudulent transactions. The subject was arrested and the case forwarded to the Detective Bureau for warrant presentation to the Oakland County Prosecutors Office.

### **Malicious Destruction of Property (MDOP)**

On September 12<sup>th</sup> an officer was dispatched to a residence on State Street regarding an MDOP of a vehicle. The owner reported several dents to the driver side of the vehicle while it was parked overnight. The owner believed the damage may have been caused by an ex-boyfriend. The case was forwarded to the Detective Bureau for follow-up.

### **Drug Paraphernalia**

On September 13<sup>th</sup> an officer stopped a vehicle on M-5 and Farmington for defective equipment. The officer noted the driver to have several previous drug convictions. The driver consented to a search of the vehicle. The officer located a marijuana pipe and grinder in the vehicle. The items were confiscated and destroyed. The driver was cited for drug paraphernalia and released.

### **Uttering and Publishing**

On September 15<sup>th</sup> an officer was dispatched to Credit Union One on a fraud report. The officer learned a suspect deposited a cashier's check drawn off US Bank into his personal account. The suspect made several subsequent cash withdrawals from his account totaling \$1566. The cashier's check was returned Altered/Fictitious by US Bank. The case was forwarded to the detective bureau for follow up.

### **Operating While Impaired/Injury Accident**

On September 16<sup>th</sup> officers responded to Nine Mile and Power on a personal injury accident. The officers learned a vehicle crossed the centerline and struck a vehicle head on causing minor injuries. While conducting the investigation, an officer detected the odor of intoxicants coming from the at fault driver. The driver failed field sobriety tests with a PBT of .26(7). The driver was arrested for OWI. The driver submitted to a breath test at the station with a result of .24. The driver had a previous conviction for OWI out of Clarkston. The report was forwarded to DB for warrant presentation.

### **Larceny from a Motor Vehicle**

On September 17<sup>th</sup> an Orchard Street resident reported her purse to be stolen from the front seat of her unlocked vehicle as she was moving items from her vehicle to her condominium. The case was closed due to no suspect information.

### **Smoke Investigation**

On September 17<sup>th</sup> officers responded to a residence on Manning regarding smoke from the basement. Arriving officers found the smoke to be coming from an overloaded washer in the basement of the residence. The washer was unplugged and the basement ventilated.

### **Larceny**

On September 19<sup>th</sup> a resident in the Chatham Hills Apartment complex reported his unlocked bike was stolen from the common garage area. The complainant was unable to provide any suspect information and the case was closed.

### **OWI III**

On September 19<sup>th</sup> at approximately 10:30 PM, an officer stopped a subject driving an electric bike for improper lane use at Power and Valley View Circle. The officer detected an odor of intoxicants on the driver's breath. The driver failed field sobriety tests and was subsequently arrested for OWI. A breath test was administered at the station with a result of .22/.20. The subject had two previous convictions for OWI out of Redford and Farmington Hills. A warrant was obtained from the Oakland County Prosecutors office for OWI III.

### **Larceny**

On September 20<sup>th</sup>, a resident on Schulte Street reported a member of a carpet cleaning crew had stolen \$70 from an envelope in her day planner one month prior.

### **Home Invasion**

On September 20<sup>th</sup> at approximately 7:10 PM Officers responded to a residence on Hawthorne regarding a home invasion where a gun was brandished. The tenant indicated an African-American male suspect had knocked on his door. The tenant opened the door and the suspect forced himself in pointing a small black handgun at the tenant. The suspect demanded money from the residence. The suspect stole money, jewelry and

personal information from the residence. The residence was processed for evidence and the case turned over to the Detective Bureau.

#### **Embezzlement**

On September 21<sup>st</sup>, officers responded to the Tile Shop on an embezzlement report. Officers learned \$500.08 had been stolen from the cash drawer on September 20<sup>th</sup>. The cash drawer can be opened by employee ID number, order number or by key. The Store Manager reported the key to be missing. The officers learned 14 employees had access to the drawer on September 20<sup>th</sup>. The theft was documented and reported to the regional manager for his decision if further police action was warranted.

#### **Assault/Kidnap attempt**

On September 22<sup>nd</sup>, officers responded to the area of Grand River and Halsted for a report of an assault of a 32 year old woman. Officers learned the woman was walking from the Shell gas station to her residence within the Jamestown Apartments when she was approached by a white male wearing baggy pants and a black t-shirt with a star wars logo on the front. The suspect asked for a cigarette and then grabbed hold of the victim covering her mouth. The woman was able to fend off the attacker and call police. The suspect fled on foot towards Grand River. A Southfield K-9 attempted to track the suspect with negative results. The suspect is described being 5'08" to 5'11", heavy set in his late 20's to early 30's. The investigation is ongoing.

#### **Retail Fraud**

On September 23<sup>rd</sup> an officer was dispatched to the AT&T retail store located on Farmington Road on a retail fraud report. The officer learned a young white male, 8-13 years of age, had removed the security lanyard from an I-phone 8 which was on display. The incident was captured by security cameras and the phone entered into LEIN as stolen. The case was forwarded to the Detective Bureau.

#### **Breaking and Entering**

On September 24<sup>th</sup> an employee of Johnny Weekend's contacted this department regarding a B&E which occurred overnight. Upon arrival, officers observed the back door to be kicked in. The business did not have surveillance cameras and the alarm was not activated prior to closing. The items stolen included a pair of Nike shoes, sweatshirts and vape products. The scene was turned over to the Detective Bureau for processing.

**UPDATE:** A 17 year old Farmington resident was arrested in connection with this burglary on September 28<sup>th</sup>.

#### **DWLS and Warrant Arrests**

Between September 25<sup>th</sup> and October 1<sup>st</sup>, FDPS personnel made eight misdemeanor arrests and one felony arrest as a result of conducting proactive traffic enforcement.

#### **Open Alcohol (Motor Vehicle)**

On September 26<sup>th</sup> at approximately 1:26 AM a 33 year old male was issued a citation for having open intoxicants in a motor vehicle. A Sergeant patrolling a Farmington

Apartment observed a running, occupied motor vehicle which resulted in the discovery of the two open Modulo and one Corona bottles of beer.

#### **False ID to Police**

On September 28<sup>th</sup> at approximately 7:17 AM a 25 year old female was arrested, issued citations and lodged in jail for providing a false name to police, Driving While License Suspended and open warrants. A traffic stop was conducted after a license plate inquiry revealed that the owner of the vehicle had a suspended license and open warrants. The Officer determined that the driver/subject provided her sister's identification and became nervous when questioned further about her identity. The Officer learned the subject's true identity by running additional computer inquiries.

#### **Fleeing and Eluding Police**

On September 29<sup>th</sup> at approximately 2:18 AM an Officer located a suspect vehicle that West Bloomfield Police had been chasing for larceny of wheels and tires. The suspect vehicle was described to be a dark Saturn sedan with tinted windows. The pursuit was terminated due to the increasing speeds and disregard for traffic lights.

#### **Open Alcohol (Motor Vehicle)**

On October 1<sup>st</sup> at approximately 2:04 AM, a 62 year old female was issued a citation for having open intoxicants in a motor vehicle. A Sergeant on patrol stopped the vehicle for speed (49/35) in the area of Grand River Ave and Power. While speaking with the driver the Sergeant observed a red solo cup containing a red liquid the driver stated was Cognac.

#### **Larceny**

On October 1<sup>st</sup> a Farmington resident reported that a bicycle was stolen from the porch sometime between September 27<sup>th</sup> at 8:00 PM and September 30<sup>th</sup> at 10:00 PM. The bicycle is described to be a 29" mountain bike, white with red and black writing. There were no listed/noted suspect(s) at the time the report was taken.

#### **Fight / Trespass**

On October 1<sup>st</sup> at approximately 8:20 PM FDPS and FHPD Officers were dispatched to a report of 7-8 males fighting at a Farmington business. Upon arrival Officers broke up the fight and separated the subjects involved. Officers determined that none of the subjects involved wanted to prosecute, nor did they want medical attention. Management did not want charges, but wanted the subject advised not to return. Officer verbally gave no trespass orders to the subjects, who were then released at the scene.

<b>Total Calls</b>	<b>Medical Calls</b>	<b>Fire Calls</b>	<b>Traffic Stops</b>	<b>Crash Reports</b>
875	59	8	394	17



**Additional Information**

During the month of September, all sworn public safety personnel received refresher training in the proper use and deployment of the TASER. In addition, all officers received refresher training in the Department's Use of Force policy.

Members of the Department also participated in the annual Patriot's Day Ceremony which was held on September 11<sup>th</sup> at Riley Park. During the event, Detective William Wood was honored as the American Legion Officer of the Year for 2017.



## CLR-008 Monthly Summary Of Offenses (FC)

For The Month Of September

Classification	Sep/2016	Sep/2017	%Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
09002 NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	0%
09004 JUSTIFIABLE HOMICIDE	0	0	0%
09005 DEATH INVOLVING USE OF FORCE BY LAW ENFORCEMENT	0	0	0%
09006 IN-CUSTODY DEATH	0	0	0%
10001 KIDNAPPING/ABDUCTION	0	1	0%
10002 PARENTAL KIDNAPPING	0	0	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	0	0%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	0%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	0	0%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	0	0%
12000 ROBBERY	0	0	0%
13001 NONAGGRAVATED ASSAULT	4	4	0%
13002 AGGRAVATED/FELONIOUS ASSAULT	1	0	-100%
13003 INTIMIDATION/STALKING	0	0	0%
20000 ARSON	0	0	0%
21000 EXTORTION	0	0	0%
22001 BURGLARY -FORCED ENTRY	1	2	100%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	1	0	-100%
23001 LARCENY -POCKETPICKING	0	0	0%
23002 LARCENY -PURSESNAATCHING	0	0	0%
23003 LARCENY -THEFT FROM BUILDING	2	4	100%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	2	2	0%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	0	0	0%
23007 LARCENY -OTHER	6	1	-83.3%
24001 MOTOR VEHICLE THEFT	1	0	-100%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	0	0%
24003 MOTOR VEHICLE FRAUD	0	0	0%
25000 FORGERY/COUNTERFEITING	2	0	-100%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	1	1	0%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	0	2	0%
26003 FRAUD -IMPERSONATION	0	0	0%
26004 FRAUD -WELFARE FRAUD	0	0	0%
26005 FRAUD -WIRE FRAUD	0	0	0%
26007 FRAUD - IDENTITY THEFT	0	1	0%
26008 FRAUD - HACKING/COMPUTER INVASION	0	0	0%
27000 EMBEZZLEMENT	1	1	0%
28000 STOLEN PROPERTY	0	0	0%
29000 DAMAGE TO PROPERTY	1	1	0%

## CLR-008 Monthly Summary Of Offenses (FC)

For The Month Of September

Classification	Sep/2016	Sep/2017	%Change
30001 RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002 RETAIL FRAUD -THEFT	1	0	-100%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
30004 ORGANIZED RETAIL FRAUD	0	0	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	6	1	-83.3%
35002 NARCOTIC EQUIPMENT VIOLATIONS	5	2	-60%
36001 SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	0%
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%
37000 OBSCENITY	0	0	0%
39001 GAMBLING- BETTING/WAGERING	0	0	0%
39002 GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	0%
39003 GAMBLING -EQUIPMENT VIOLATIONS	0	0	0%
39004 GAMBLING -SPORTS TAMPERING	0	0	0%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
40003 HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	0%
51000 BRIBERY	0	0	0%
52001 WEAPONS OFFENSE- CONCEALED	1	0	-100%
52002 WEAPONS OFFENSE -EXPLOSIVES	0	0	0%
52003 WEAPONS OFFENSE -OTHER	0	0	0%
64001 HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	0%
64002 HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	0%
72000 ANIMAL CRUELTY	0	0	0%
<b>Group A Totals</b>	<b>36</b>	<b>23</b>	<b>-36.1%</b>
01000 SOVEREIGNTY	0	0	0%
02000 MILITARY	0	0	0%
03000 IMMIGRATION	0	0	0%
09003 NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	0%
14000 ABORTION	0	0	0%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%
22004 POSSESSION OF BURGLARY TOOLS	0	0	0%
26006 FRAUD -BAD CHECKS	0	1	0%
36003 PEEPING TOM	0	0	0%
36004 SEX OFFENSE -OTHER	0	0	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	0	1	0%
38002 FAMILY -NONSUPPORT	0	0	0%
38003 FAMILY -OTHER	0	0	0%
41001 LIQUOR LICENSE -ESTABLISHMENT	0	0	0%
41002 LIQUOR VIOLATIONS -OTHER	7	4	-42.8%
42000 DRUNKENNESS	0	0	0%
48000 OBSTRUCTING POLICE	0	1	0%
49000 ESCAPE/FLIGHT	0	0	0%
50000 OBSTRUCTING JUSTICE	4	3	-25%
53001 DISORDERLY CONDUCT	3	0	-100%

# CLR-008 Monthly Summary Of Offenses (FC)

For The Month Of September

Classification	Sep/2016	Sep/2017	%Change
53002 PUBLIC PEACE -OTHER	0	0	0%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	0	1	0%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	6	6	0%
55000 HEALTH AND SAFETY	0	0	0%
56000 CIVIL RIGHTS	0	0	0%
57001 TRESPASS	5	3	-40%
57002 INVASION OF PRIVACY -OTHER	0	0	0%
58000 SMUGGLING	0	0	0%
59000 ELECTION LAWS	0	0	0%
60000 ANTITRUST	0	0	0%
61000 TAX/REVENUE	0	0	0%
62000 CONSERVATION	0	0	0%
63000 VAGRANCY	0	0	0%
70000 JUVENILE RUNAWAY	1	0	-100%
73000 MISCELLANEOUS CRIMINAL OFFENSE	3	0	-100%
75000 SOLICITATION	0	0	0%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
<b>Group B Totals</b>	<b>29</b>	<b>20</b>	<b>-31.0%</b>
2800 JUVENILE OFFENSES AND COMPLAINTS	5	1	-80%
2900 TRAFFIC OFFENSES	26	17	-34.6%
3000 WARRANTS	29	26	-10.3%
3100 TRAFFIC CRASHES	30	20	-33.3%
3200 SICK / INJURY COMPLAINT	83	74	-10.8%
3300 MISCELLANEOUS COMPLAINTS	144	140	-2.77%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%
3500 NON-CRIMINAL COMPLAINTS	77	93	20.77%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	0%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	477	446	-6.49%
3800 ANIMAL COMPLAINTS	11	13	18.18%
3900 ALARMS	37	21	-43.2%
NON-CRIMINAL COMPLAINTS	0	0	0%
<b>Group C Totals</b>	<b>919</b>	<b>851</b>	<b>-7.39%</b>
2700 LOCAL ORDINANCES - GENERIC	0	0	0%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4200 PARKING CITATIONS	0	0	0%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	0	0	0%
4400 WATERCRAFT CITATIONS	0	0	0%
4500 MISCELLANEOUS A THROUGH UUUU	46	38	-17.3%
4600 LIQUOR CITATIONS / SUMMONS	0	0	0%
4700 COMMERCIAL VEHICLE CITATIONS	0	0	0%
4800 LOCAL ORDINANCE WARNINGS	0	0	0%
4900 TRAFFIC WARNINGS	0	0	0%
TRAFFIC WARNINGS	0	0	0%

## CLR-008 Monthly Summary Of Offenses (FC)

For The Month Of September

Classification	Sep/2016	Sep/2017	%Change
MISCELLANEOUS A THROUGH UUUU	0	0	0%
<b>Group D Totals</b>	<b>46</b>	<b>38</b>	<b>-17.3%</b>
5000 FIRE CLASSIFICATIONS	12	8	-33.3%
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%
FIRE CLASSIFICATIONS	0	0	0%
<b>Group E Totals</b>	<b>12</b>	<b>8</b>	<b>-33.3%</b>
6000 MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
6100 MISCELLANEOUS ACTIVITIES (6100)	0	0	0%
6200 ARREST ASSIST	0	0	0%
6300 CANINE ACTIVITIES	0	0	0%
6500 CRIME PREVENTION ACTIVITIES	0	0	0%
6600 COURT / WARRANT ACTIVITIES	0	0	0%
6700 INVESTIGATIVE ACTIVITIES	0	0	0%
COURT / WARRANT ACTIVITIES	0	0	0%
INVESTIGATIVE ACTIVITIES	0	0	0%
MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
CANINE ACTIVITIES	0	0	0%
<b>Group F Totals</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>Totals for all Groups</b>	<b>1042</b>	<b>940</b>	<b>-9.78%</b>

## CLR-008 Monthly Summary Of Offenses (FC)

Year To Date Through September

Classification	2016	2017	%Change
<b>Group F Totals</b>	<b>0</b>	<b>0</b>	<b>0%</b>
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
09002 NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	0%
09004 JUSTIFIABLE HOMICIDE	0	0	0%
09005 DEATH INVOLVING USE OF FORCE BY LAW ENFORCEMENT	0	0	0%
09006 IN-CUSTODY DEATH	0	0	0%
10001 KIDNAPPING/ABDUCTION	0	1	0%
10002 PARENTAL KIDNAPPING	0	0	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	0	0%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	0%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	1	0%
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	1	0	-100%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	1	3	200%
12000 ROBBERY	0	1	0%
13001 NONAGGRAVATED ASSAULT	23	35	52.17%
13002 AGGRAVATED/FELONIOUS ASSAULT	2	1	-50%
13003 INTIMIDATION/STALKING	7	11	57.14%
20000 ARSON	0	0	0%
21000 EXTORTION	0	0	0%
22001 BURGLARY -FORCED ENTRY	6	5	-16.6%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	2	3	50%
23001 LARCENY -POCKETPICKING	0	0	0%
23002 LARCENY -PURSESNAATCHING	1	0	-100%
23003 LARCENY -THEFT FROM BUILDING	18	24	33.33%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	30	8	-73.3%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	7	3	-57.1%
23007 LARCENY -OTHER	15	14	-6.66%
24001 MOTOR VEHICLE THEFT	4	4	0%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	1	0%
24003 MOTOR VEHICLE FRAUD	0	0	0%
25000 FORGERY/COUNTERFEITING	9	5	-44.4%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	4	9	125%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	7	8	14.28%
26003 FRAUD -IMPERSONATION	0	1	0%
26004 FRAUD -WELFARE FRAUD	0	0	0%
26005 FRAUD -WIRE FRAUD	0	2	0%
26007 FRAUD - IDENTITY THEFT	2	7	250%
26008 FRAUD - HACKING/COMPUTER INVASION	0	0	0%
27000 EMBEZZLEMENT	4	4	0%
28000 STOLEN PROPERTY	3	0	-100%

## CLR-008 Monthly Summary Of Offenses (FC)

Year To Date Through September

Classification	2016	2017	%Change
29000 DAMAGE TO PROPERTY	9	12	33.33%
30001 RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002 RETAIL FRAUD -THEFT	6	8	33.33%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	1	0%
30004 ORGANIZED RETAIL FRAUD	0	0	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	48	46	-4.16%
35002 NARCOTIC EQUIPMENT VIOLATIONS	32	30	-6.25%
36001 SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	0%
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%
37000 OBSCENITY	0	0	0%
39001 GAMBLING- BETTING/WAGERING	0	0	0%
39002 GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	0%
39003 GAMBLING -EQUIPMENT VIOLATIONS	0	0	0%
39004 GAMBLING -SPORTS TAMPERING	0	0	0%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
40003 HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	0%
51000 BRIBERY	0	0	0%
52001 WEAPONS OFFENSE- CONCEALED	6	3	-50%
52002 WEAPONS OFFENSE -EXPLOSIVES	0	0	0%
52003 WEAPONS OFFENSE -OTHER	1	0	-100%
64001 HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	0%
64002 HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	0%
72000 ANIMAL CRUELTY	0	0	0%
<b>Group A Totals</b>	<b>248</b>	<b>251</b>	<b>1.209%</b>
01000 SOVEREIGNTY	0	0	0%
02000 MILITARY	0	0	0%
03000 IMMIGRATION	0	0	0%
09003 NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	0%
14000 ABORTION	0	0	0%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%
22004 POSSESSION OF BURGLARY TOOLS	0	0	0%
26006 FRAUD -BAD CHECKS	5	10	100%
36003 PEEPING TOM	0	0	0%
36004 SEX OFFENSE -OTHER	0	1	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	0	3	0%
38002 FAMILY -NONSUPPORT	0	0	0%
38003 FAMILY -OTHER	0	0	0%
41001 LIQUOR LICENSE -ESTABLISHMENT	0	0	0%
41002 LIQUOR VIOLATIONS -OTHER	40	42	5%
42000 DRUNKENNESS	0	0	0%
48000 OBSTRUCTING POLICE	6	4	-33.3%
49000 ESCAPE/FLIGHT	0	0	0%
50000 OBSTRUCTING JUSTICE	35	20	-42.8%



## CLR-008 Monthly Summary Of Offenses (FC)

Year To Date Through September

Classification	2016	2017	%Change
53001 DISORDERLY CONDUCT	14	7	-50%
53002 PUBLIC PEACE -OTHER	5	4	-20%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	0	5	0%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	54	60	11.11%
55000 HEALTH AND SAFETY	3	3	0%
56000 CIVIL RIGHTS	0	0	0%
57001 TRESPASS	25	19	-24%
57002 INVASION OF PRIVACY -OTHER	0	0	0%
58000 SMUGGLING	0	0	0%
59000 ELECTION LAWS	0	0	0%
60000 ANTITRUST	0	0	0%
61000 TAX/REVENUE	0	0	0%
62000 CONSERVATION	0	1	0%
63000 VAGRANCY	2	0	-100%
70000 JUVENILE RUNAWAY	2	1	-50%
73000 MISCELLANEOUS CRIMINAL OFFENSE	40	59	47.5%
75000 SOLICITATION	0	0	0%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
<b>Group B Totals</b>	<b>231</b>	<b>239</b>	<b>3.463%</b>
2800 JUVENILE OFFENSES AND COMPLAINTS	41	31	-24.3%
2900 TRAFFIC OFFENSES	198	207	4.545%
3000 WARRANTS	189	253	33.86%
3100 TRAFFIC CRASHES	283	218	-22.9%
3200 SICK / INJURY COMPLAINT	694	696	0.288%
3300 MISCELLANEOUS COMPLAINTS	1394	1397	0.215%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%
3500 NON-CRIMINAL COMPLAINTS	817	908	11.13%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	0%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	4648	4444	-4.38%
3800 ANIMAL COMPLAINTS	114	106	-7.01%
3900 ALARMS	182	239	31.31%
NON-CRIMINAL COMPLAINTS	0	0	0%
<b>Group C Totals</b>	<b>8560</b>	<b>8499</b>	<b>-0.71%</b>
2700 LOCAL ORDINANCES - GENERIC	0	0	0%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	2	100%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4200 PARKING CITATIONS	3	1	-66.6%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	1	1	0%
4400 WATERCRAFT CITATIONS	0	0	0%
4500 MISCELLANEOUS A THROUGH UUUU	428	413	-3.50%
4600 LIQUOR CITATIONS / SUMMONS	0	0	0%
4700 COMMERCIAL VEHICLE CITATIONS	0	0	0%
4800 LOCAL ORDINANCE WARNINGS	0	0	0%
4900 TRAFFIC WARNINGS	0	0	0%



## CLR-008 Monthly Summary Of Offenses (FC)

		Year To Date Through September		
Classification		2016	2017	%Change
TRAFFIC WARNINGS		0	0	0%
MISCELLANEOUS A THROUGH UUUU		0	0	0%
<b>Group D Totals</b>		<b>493</b>	<b>417</b>	<b>-3.69%</b>
5000 FIRE CLASSIFICATIONS		113	187	65.48%
5100 18A STATE CODE FIRE CLASSIFICATIONS		0	0	0%
FIRE CLASSIFICATIONS		0	0	0%
<b>Group E Totals</b>		<b>113</b>	<b>187</b>	<b>65.48%</b>
6000 MISCELLANEOUS ACTIVITIES (6000)		0	0	0%
6100 MISCELLANEOUS ACTIVITIES (6100)		0	0	0%
6200 ARREST ASSIST		0	0	0%
6300 CANINE ACTIVITIES		0	0	0%
6500 CRIME PREVENTION ACTIVITIES		0	0	0%
6600 COURT / WARRANT ACTIVITIES		0	0	0%
6700 INVESTIGATIVE ACTIVITIES		0	0	0%
COURT / WARRANT ACTIVITIES		0	0	0%
INVESTIGATIVE ACTIVITIES		0	0	0%
MISCELLANEOUS ACTIVITIES (6000)		0	0	0%
CANINE ACTIVITIES		0	0	0%
<b>Group F Totals</b>		<b>0</b>	<b>0</b>	<b>0%</b>
<b>Totals for all Groups</b>		<b>9585</b>	<b>9593</b>	<b>0.083%</b>



Special/Study Session Meeting  
6:00 p.m., Monday, September 18, 2017  
Conference Room  
23600 Liberty Street  
Farmington, MI 48335

**DRAFT**

## SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on September 18, 2017, in Farmington City Hall, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 6:00 PM by Mayor William Galvin.

### 1. ROLL CALL

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

#### **City Administration Present**

Director Christiansen  
City Clerk Halberstadt  
City Manager Murphy  
City Attorney Schultz

### 2. APPROVAL OF AGENDA

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Councilmember Cowley
<b>SECONDER:</b>	Councilmember Bowman
<b>AYES:</b>	Bowman, Cowley, Galvin, Scott

### 3. PUBLIC COMMENT

No public comment was heard.

### 4. REVIEW PROPOSALS FOR COURTHOUSE PROPERTY

Christiansen introduced the three developers/investors who have submitted proposals for the courthouse property.

**Boji Development- Present: Mike Ciroffa, Francis Boji, and Joseph Boji**

Ciroffa stated that Boji Development listened carefully and has tried to meet what the City envisions on the courthouse property.

Joseph Boji proposed 14 single-family, single-story detached condos with 2-car attached garages. He also provided plans for a fully developed hill, including additional parking for the preserved sledding hill that could be deeded back to the City.

Scott liked that the proposal has low density, but wouldn't mind more homes. He inquired as to the size of the homes. Boji responded the range is 1,700-2,500 sq. ft.

Responding to Scott, Bowman clarified that Boji is offering \$50,000 for the property.

Bowman likes the proposal and the density. She likes that Boji looked at the Vision Plan and incorporated the sledding hill.

Cowley also likes the density and the overall project.

Responding to a question by Cowley, Boji stated the homes would sell from the low to mid \$300,000 range and would target baby boomers.

Cowley is interested in parking and accessibility to the homes from Shiawassee and Raphael streets.

Galvin liked that Boji addressed concerns of neighboring homes. He inquired about the open space in the plans. Boji stated that there are no plans, just relief for residents.

Galvin believes the density is appropriate for the area.

### **DS Homes, LLC- Present: Brian Duggan and Steve Summers**

Bowman inquired as to the type of homes being proposed. Duggan stated that DS Homes is flexible, but their current proposal is for 13 single family, single-story owner occupied homes.

Cowley inquired as to the target purchase price of the homes. Duggan responded the range is \$270,000-\$290,000.

When asked by Cowley, Duggan said that they would be interested in developing the school property as well.

Responding to Scott, Duggan stated that they are offering \$250,000 for the Courthouse property.

Scott inquired as to whom they would market the homes.

Responding to Scott, Duggan stated he believes the homes would appeal to baby boomers.

Scott expressed concern that the homes are cookie cutter and are all garage on the front. He is also concerned that the squared footage, 1,200-1,300 sq. ft, is smaller than the previous proposal.

Galvin likes the low density and is happy that the market is listening to Council. He likes the green spaces in the proposal.

Duggan stated they are flexible and willing to go the extra mile and are less concerned about profit.

### **DA Building- Present: Mike Fellows**

Fellows stated the DA Building proposal is for owner-occupied duplexes. The purchase price of the units will be from \$225,000 to \$300,000 and will not be marketed to a specific demographic. The size of the units will be flexible, ranging from 1,350-1,900 square feet. The base design calls for a first floor master bedroom. They are offering \$275,000 for the Courthouse property and their proposal has nothing to do with the school property. He went on to discuss other properties that have been developed by DA Building.

Responding to Cowley, Fellowes said that he is not deterred by the cost/size of the school property if it becomes available.

Fellows stated that this proposal is similar to previous plans he has submitted, but changes have been made.

Scott discussed that financial benefit of higher density.

Bowman inquired about how the variable floor plans work.

Fellows expects to build two duplexes, essentially 4 models, and then build as buyers come forward.

Discussion followed regarding the Planned Unit Development (PUD) process.

Galvin thanked developers for responding to Council's criteria. He believes that the proposals are all solid.

Responding to Galvin, Schultz referred to a resolution previously adopted for process of sale of property.

Scott is looking for more detailed proposals, with time frames established.

Bowman stated that it is nice to see the market responding to Council. She feels the three proposals were good.

Cowley would have a hard time telling tax payers that Council gave away the property. He hopes that whoever gets the property can handle the cost and size of phase 2 of the development, i.e. the school property.

Galvin encouraged the developers to contact city administration to refine their proposals.

**5. OTHER BUSINESS**

No other business was heard.

**6. COUNCIL COMMENT**

No Council Comment was heard.

**7. ADJOURNMENT**

**Move to adjourn the meeting.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Councilmember Scott
<b>SECONDER:</b>	Councilmember Cowley
<b>AYES:</b>	Bowman, Cowley, Galvin, Scott

The meeting adjourned at 6:55 PM.

\_\_\_\_\_  
William E. Galvin, Mayor

\_\_\_\_\_  
Susan K. Halberstadt, City Clerk

Approval Date:



**City Council Meeting**  
**7:00 p.m., Monday, September 18, 2017**  
**Council Chambers**  
**23600 Liberty Street**  
**Farmington, MI 48335**

**DRAFT**

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## **REGULAR MEETING MINUTES**

A regular meeting of the Farmington City Council was held on September 18, 2017, at 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 7:05 PM by Mayor William Galvin.

### **1. ROLL CALL**

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

#### **City Administration Present**

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

### **2. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by City Clerk Halberstadt.

### **3. PUBLIC COMMENT**

Irwin Moyna, Farmington/Farmington Hills Emergency Preparedness Commission, discussed steps that need to be taken in response to natural disasters. He announced that September is designated as National Preparedness month.

Bill Largent, Farmington Hills resident, discussed his concerns regarding a Farmington Public Library Board meeting held on August 17, 2017. He was concerned they did not adhere to the Open Meetings Act, especially as it relates to closed sessions. He believed the decision to close the café at the Twelve Mile Library was improperly made at that meeting. He requested Council review governance of that board. He noted Farmington Hills has scheduled a study session regarding this issue.

Sarah Davies, Farmington resident, requested the City discontinue parking enforcement in the downtown. She stated we should be encouraging people to come to our community. She invited everyone to the Flanders Park grand opening on September 30th.

Sue McKercher, 29072 Oak Point, Farmington Hills, concurred with the concerns expressed earlier by Mr. Largent regarding the closing of Chapters Café at the Farmington Hills Library.

Jim Bezy, owner of Chapters Café, stated he would like justification from the Library Board for why they are closing the cafe. He discussed his petition drive and the community feedback that they want to keep the café open. He stated the Library Board needs to listen to the voice of the people.

Jerry Bosler, Library Boardmember, stated all of the board members bring extensive knowledge and experience to their positions. He advised the issue of closing the café has been discussed over a long period of time. He stated that discussion was not included in the Board meeting minutes because it was minor in nature. He discussed the space the café takes up in the front of the Library. He advised they are now in the process of repurposing the Library. He noted the café contract expired in November and the Board had the right to terminate. He expressed concern that the cafe owners are conducting a smear campaign. He noted this was strictly a business decision. He further noted that the meeting mentioned by Largent was to discuss the Library Director's job performance.

Mike Degan, Farmington Hills resident, was present to support the café owners. He believed the Board has not listened to the community and their desires for the Library.

Galvin requested the City Administration look into this issue and provide Council with a future update.

#### **4. APPROVAL OF ITEMS ON CONSENT AGENDA**

- A. Farmington Monthly Payments Report**
- B. Farmington Public Safety Monthly Report**
- C. City Council Meeting Minutes**  
Special – July 24, 2017  
Joint Meeting – August 15, 2017  
Special – August 21, 2017  
Regular – August 21, 2017  
Special – September 5, 2017
- D. Accept Minutes from City's Boards and Commissions: Planning Commission, Downtown Development Authority, Emergency Preparedness Commission, Historical Commission, and Public Parking Committee**

**Move to approve items on the Consent Agenda as Presented.**

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

**5. APPROVAL OF REGULAR AGENDA**

**Move to approve the regular agenda as presented.**

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

**6. NEW BUSINESS**

**A. Consideration to approve liquor license permit – Sri Sai Foods LLC, 37025 Grand River Ave.**

**Present: Linda Mayer, Attorney; Venkateswara Gutta, Business Owner**

Demers advised Sri Sai Foods, LLC has applied for a Class C liquor license with Sunday Sales permit, dance permit and outdoor service with the Michigan Liquor Control Commission (MLCC). He stated as part of the approval process, the MLCC will consider the opinions of local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit. He stated City Administration is recommending approval of this license.

Venkateswara Gutta spoke about bringing his Indian cuisine restaurant, Aahwana M, to the Farmington Community.

**Move to approve Sri Sai Foods, LLC (DBA: Aahwana M) Michigan Liquor Control Commission request for a Class C license with Sunday sales permit, dance permit and outdoor service at 37025 Grand River Avenue.**

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

**B. First Reading of proposed amendment to Section 31-60 of the City of Farmington Code Of Ordinances, Prohibited Parking**

Present: Todd Huffman, Chair of the Farmington Parking Advisory Committee

Huffman presented a video of traffic movement in the north parking lot and the parking availability in untimed lots. He provided data on the number of parking citations and to whom they were issued.

Responding to Schneemann, Huffman stated the ordinance does not pertain to re-parking from one parking lot to another, noting it would be a logistical nightmare.



Schneemann expressed support for not allowing re-parking within the same lot. He expressed appreciation to the Parking Committee for the amount of time and effort that went into the study.

Cowley provided background on the parking problem in the downtown. He stated most of the re-parkers are employees and employers. He stated there is a daytime parking problem where employees are eating up parking that should be reserved for customers. He spoke about the availability of untimed parking in the downtown. He stated the parking lot behind Page's Restaurant should also be part of timed parking. He commented that enforcement should be provided in all the downtown parking lots. He expressed support for the proposed ordinance.

Responding to Cowley, Demers stated a similar ordinance has implemented in the City of Rochester and it fixed their problem.

Cowley expressed support for a step increase strategy for parking violations. He would like to see a re-parking ticket that is significantly more than the current fee.

Bowman thanked the Parking Committee for the study and related data. She does not believe the ordinance clarifies that re-parking from one timed lot to another would be allowed. She noted the City is up to sixteen different ways a driver can get a parking ticket in the downtown. She asked about the number of spaces on eastbound Grand River.

Discussion followed regarding the number of spaces on eastbound Grand River, but no clear number was available.

Bowman asked about parking signage and how the City can direct people to available parking. She would like to see signage included in the conversation.

Huffman advised the Committee is working with the DDA to get more signage on untimed parking lots.

Responding to Scott, Demers stated the preponderance of offenders are employees. Scott expressed dismay that businesses think it is acceptable to allow their employees to take up parking that should be reserved for customers. He pointed out that 14(a) of the ordinance should read "Warner Street" instead of "Thomas Street". He confirmed with Huffman that drivers can re-park in the parking lot behind Page's Restaurant.

Demers discussed the background on the parking lot behind Page's Restaurant. He noted that lot was not included in the 3-hour timed parking experiment.

Scott expressed agreement with Bowman on the need for additional signage.

Galvin discussed the challenge of funding additional wayfinding signs. He stated the DDA will need to wait for the next budget cycle to add more to the downtown. He noted the "cat and mouse" parking is an ongoing issue and one that is experienced by other downtowns. He questioned why people are unwilling to walk in a walkable downtown. He expressed appreciation for the data provided by the Parking Committee which allows them to make informed decisions. He commented the owners of private lots control parking in the downtown. They own the majority whereas the City owns and manages only the minority of parking spaces.

Galvin requested the Parking Committee continue to gather data and identify more public/private relationships for parking.

Cowley asked about increasing the fee for repeat offenders

Demers – Parking violation is \$25

Responding to Cowley, Schultz stated it would take a direction from Council to City Administration to change the fee schedule to incorporate an incremental strategy.

Discussion followed regarding the number of tickets issued and receipt of payments. Demers commented that less than a third of the tickets go unpaid.

Schneemann expressed support for graduated ticket fees.

Galvin did not support changing the fee schedule, noting it would be too arbitrary and based on opinion.

**Move to approve the first reading of an ordinance to amend Section 31-60 “Prohibited Parking” to add regulations prohibiting re-parking of vehicles in time-limited public parking lots and the removal of tire markings made by parking enforcement office, as amended.**

<b>RESULT:</b>	<b>APPROVED AS AMENDED [UNANIMOUS]</b>
<b>MOVER:</b>	Scott, Councilmember
<b>SECONDER:</b>	Schneemann, Mayor Protem
<b>AYES:</b>	Cowley, Galvin, Schneemann, Scott
<b>NAYS:</b>	Bowman

**B. Consideration to approve construction estimate No.1 for the 2018 Smithfield Street entrance maintenance project**

Eudy presented the background on this construction estimate for the Smithfield Street maintenance project.

Responding to Scott, Eudy stated there are no extras added to this project.

Galvin praised the project, noting the intersection is safer, pedestrian friendlier, and more attractive. He stated the orange cones need to be removed.

**Move to approve Construction Estimate No. 1 for the US Smithfield Street Entrance Maintenance Project and authorize payment to Goretski Construction Company in the amount of \$201,488.05.**

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

**C. Consideration to Approve Construction Estimate No.1, for the US-16 Drain Disconnect**

Eudy presented the background on this construction estimate for the US-16 Drain Disconnect.

**Move to approve Construction Estimate No. 1 for the US Drain Disconnect and authorize payment to Bidigare Contractors in the amount of \$65,912.55.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann
<b>SECONDER:</b>	Cowley
<b>AYES:</b>	Galvin, Schneemann, Scott, Bowman, Cowley

**E. Consideration to Authorize Bidigare Contractors Repair Sewer Segment 26**

Eudy advised that Administrative staff and Orchard Hiltz and McCliment (OHM) recommended to proceed with the Segment 26 open cut repair using the remaining balance of funding allocated for the US-16 drain disconnects.

**Move to authorize Bidigare Contractors to open cut repair Segment 26 identified in Division I of the Bel-Aire, Shiawassee, Mooney Street Sewer Rehabilitation and Improvement contract.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneeman, Mayor Pro Tem
<b>SECONDER:</b>	Scott, Councilmember
<b>AYES:</b>	Schneemann, Scott, Bowman, Cowley, Galvin

**7. DEPARTMENT HEAD COMMENTS**

Eudy spoke about the upcoming leaf collection program beginning on October 23<sup>rd</sup>.

Demers announced 20% of residents have signed up for NIXLE. He encouraged residents to text their zip code to 888777 to sign up.

Christiansen reviewed the courthouse proposals presented to Council at the earlier special meeting.

Murphy passed out a letter from Superintendent Heitsch concerning the Farmington Public School proposal on the November ballot.

**8. CITY COUNCIL COMMENTS**

Scott spoke about Michigan Municipal League (MML) conference he recently attended. He thought the conference was informative and offered ideas for Farmington.

Bowman also stated the MML conference was beneficial. She commented on the benefits of networking. She commented that the City has an amazing hardworking staff.

Schneemann noted the number of excellent breakout sessions at the MML conference. He spoke about one of the sessions that presented the negative results of legalizing marijuana.

Cowley stated he was shocked regarding the negative results of legalizing marijuana. He spoke about his conversation with the Mayor of Birmingham regarding their parking issues in spite of having multiple parking decks. He noted Birmingham plans to change the pricing of each parking deck based on proximity to the downtown. He commented that he and his children stand for the Pledge of Allegiance, referring to a recent issue in one of the Farmington Public Schools.

Galvin read a letter from U.S. Senator Gary Peters congratulating the City of Farmington for being named one of the best downtowns in the country by the National Main Street Center.

**9. CLOSED SESSION – LAND ACQUISITION**

**Move to enter closed session to discuss land acquisition.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Scott
<b>SECONDER:</b>	Bowman
<b>AYES:</b>	Scott, Bowman, Cowley, Galvin, Schneemann

Council took a 5 minute recess.

Council entered closed session at 8:45 p.m.

**Move to exit closed session.**

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

Council exited closed session at 10:00 p.m.

**10. ADJOURNMENT**

**Move to adjourn the meeting.**

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

The meeting adjourned at 10:00 p.m.

\_\_\_\_\_  
William E. Galvin, Mayor

\_\_\_\_\_  
Susan K. Halberstadt, City Clerk

Approval Date:



Special/Study Session Meeting  
 6:00 p.m., Monday, September 25, 2017  
 Conference Room  
 23600 Liberty Street  
 Farmington, MI 48335

**DRAFT**

## STUDY SESSION MINUTES

A special meeting of the Farmington City Council was held on September 25, 2017, in Farmington City Hall, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 6:00 PM by Mayor William Galvin.

### 1. ROLL CALL

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

#### **City Administration Present**

Director Christiansen (left at 7:50 pm)  
 City Clerk Halberstadt  
 City Manager Murphy  
 Attorney Saarela

### 2. APPROVAL OF AGENDA

Move to approve the agenda as presented.

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

### 3. PUBLIC COMMENT

No Public Comment was heard.

### 4. INTRODUCTION OF ORDINANCE AMENDING SECTIONS 3-2 AND 3-8 IN ARTICLE OF CHAPTER, ALCOHOLIC LIQUORS, OF THE FARMINGTON CITY CODE.

Murphy advised this proposed ordinance amendment would bring the penalty/fine provisions of the City's ordinance governing minors in possession of alcohol into compliance with the

recently-adopted changes to state law governing that subject, which the City's ordinances have traditionally followed.

Saarela advised the most significant change in the state law was to make first offenses a civil infraction. The second significant change was to the statute that allows a court to place first offenders pleading guilty on probationary status, with a chance to earn a dismissal and end up with no criminal record.

Responding to Bowman, Saarela stated this does not apply to the drinking and driving statute.

**Move to approve First Reading of Ordinance C-785-2017, amending Sections 3-2 and 3-8 in Article I of Chapter 3, Alcoholic Liquors, of the Farmington City Code. [SEE ATTACHED ORDINANCE].**

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

## 5. OTHER BUSINESS

No other business was heard.

## 6. COUNCIL COMMENT

Cowley suggested sending a copy of the adopted ordinance to School Administration.

## 7. CLOSED SESSION: LAND ACQUISITION

**Present: Jim Houk and Jessica Howard, OHM**

**Move to enter closed session to discuss land acquisition.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann, Mayor Pro Tem
<b>SECONDER:</b>	Scott, Councilmember
<b>AYES:</b>	Cowley, Galvin, Schneemann, Scott, Bowman.

Council entered closed session at 6:10 PM.

**Move to exit closed session.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Cowley
<b>SECONDER:</b>	Schneemann
<b>AYES:</b>	Bowman, Cowley, Galvin, Schneemann, Scott

Council exited closed session at 8:09.

**8. ADJOURNMENT**

**Move to adjourn the meeting.**

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

The meeting adjourned at 8:10 PM.

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William E. Galvin, Mayor

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Susan K. Halberstadt, City Clerk

Approval Date:





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

**DRAFT**

## REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on October 2, 2017, at 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

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

### 1. ROLL CALL

Attendee Name	Title	Status	Arrived
Sara Bowman	Councilmember	Present	
Greg Cowley	Councilmember	Present	
William Galvin	Mayor	Present	
Steve Schneemann	Mayor Pro Tem	Present	Left at 7:15
Jeff Scott	Councilmember	Present	

#### **City Administration Present**

Director Christiansen (arrived at 7:15)  
 Superintendent Eudy  
 City Clerk Halberstadt  
 City Manager Murphy  
 City Attorney Schultz  
 City Treasurer Weber

### 2. PUBLIC COMMENT

No public comment was heard.

### 3. APPROVAL OF AGENDA

**Move to approve the agenda as presented.**

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

### 4. NEW BUSINESS

#### A. Consideration to approve request for Farmington Civic Theater HVAC unit

Present: Scott Freeman, Civic Theater

Freeman discussed his proposal for purchase of a second HVAC unit for the Civic Theater.

Responding to Bowman, Freeman noted that references were checked on the vendor, Selective Heating and Cooling.

**Move to approve the quote from Selective Heating & Cooling in the amount of \$10,575 to replace a portion of the theater's rooftop HVAC system including a Wi-Fi thermostat in the amount of \$475 for a total of \$11,050.**

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

**B. Consideration to reschedule the November 6 City Council Meeting to October 30 and schedule a Special Organizational Council meeting for Nov. 13, 2017**

**Move to reschedule the November 6 City Council Meeting to October 30 and schedule a Special Organizational Council meeting for Nov. 13, 2017**

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

**C. Consideration to approve the 2017/18 Oakland County Road Maintenance Agreement**

Responding to Scott, Eudy stated the agreement covers the City's costs during a mild winter.

**Move to renew a one-year Road Maintenance Agreement with the Road Commission for Oakland County beginning October 1, 2017. [SEE ATTACHED AGREEMENT]**

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

**D. Consideration to adopt amendment to the City of Farmington Code of Ordinances, Article II, Division 3, Section 31-60, "Prohibited Parking"**

City Administration advised the first reading of the proposed ordinance amendment was brought before Farmington City Council at their regular meeting on September 19, 2017. The revisions suggested by City Council have been included.

Cowley commented the parking fees need to be higher.

Scott expressed regret that the City has gotten to this point.

Schneemann stated the video shown at a previous meeting was all of the evidence he needed. He appreciated the provision that a driver could move from one timed lot to another without risk of citation.

Bowman stated she is not ready to add more regulations. She does not believe this ordinance will change behavior. She would like to see more signage for untimed parking.

**Move to adopt Ordinance C-784-2017, amending Farmington City Code, Section 31-60 “Prohibited Parking” to add regulations prohibiting re-parking of vehicles in time-limited public parking lots and prohibit the removal of tire markings made by parking enforcement officer. [SEE ATTACHED ORDINANCE].**

<b>RESULT:</b>	<b>APPROVED</b>
<b>MOVER:</b>	Councilmember Cowley
<b>SECONDER:</b>	Mayor Pro Tem Schneemann
<b>AYES:</b>	Schneemann, Scott, Cowley, Galvin
<b>NAYS:</b>	Bowman

**E. Consideration of offers to purchase land under Proposed Sale of Land Agreement for the Former 47Th District Court Property on Ten Mile Road**

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

<b>RESULT:</b>	<b>APPROVED</b>
<b>MOVER:</b>	Councilmember Cowley
<b>SECONDER:</b>	Councilmember Scott
<b>AYES:</b>	Bowman, Scott, Cowley, Galvin

Christiansen introduced the developers who have offered a proposal for the Courthouse Property.

**Boji Development**

Present: Mike Ciroffa, Attorney, Francis Boji, and Joseph Boji

Ciroffa stated they are offering \$250K for the Courthouse property. There is no change in the site plan, but the models and square footage may be different than what was presented at a previous meeting. It will be a 14 home development, homes ranging from 1725-2800 sq ft. The price point will start in the low \$300k. He discussed the background, qualifications and experience of Boji Development. He stated they are well capitalized and would be able to handle the school site if it becomes available.

Bowman noted that Boji increased their offer from \$50k to \$250k. She confirmed that there will be five different model homes for sale. She appreciated that they are still considering the school property, knowing that it is not currently available. She also confirmed that it would be a Planned Unit Development (PUD).

Scott inquired as to their willingness to commit to a blend of ranch and colonials.

Joseph Boji responded they will build homes as they are sold and through the PUD process certain lots could be designated for colonials or ranches.

Responding to Scott, Joseph Boji declared they can begin the development as soon as possible. They will build 2-3 homes initially and he assumes all of the homes will be sold within 2-3 years.

Scott asked about a nonrefundable deposit to the City. Boji would consider it depending on amount of deposit.

Ciroffa stated that Boji Development is interested in moving as fast as possible. They are known for staying power. He does not feel a deposit is necessary, but believes it is fair.

Boji confirmed they will make a deposit if there is a purchase agreement (PA).

Discussion followed regarding the timing of the deposit and the PUD process.

Ciroffa would need to know the requirements of the PUD process.

Schultz stated the City can be more responsive on how the deposit plays out given previous experience.

Ciroffa stated the City can draft a PA that would be acceptable. Schultz advised the City will come back with a PA that is somewhat different from previous ones.

Scott expressed concern about timing of project and getting it done. Francis Boji believes the country is at the top of the financial cycle and they need to move as fast as possible.

Cowley did not approve prior projects, but believes this new construction will go quickly. He likes the elevations, but is concerned that there will be too many low cost ranches. He would like to see a provision that would prevent this from happening. He likes the density, but is concerned about traffic. He wants to move quickly on this project.

Ciroffa stated they raised their offer for the property because he believes the City can move the process forward quickly.

Responding to Galvin, Boji stated the units will be sold by realtors.

## **DS Building**

Present: Brian Duggan and Steve Summers

Duggan stated there are no changes to the proposal and it remains at 13 units that include ranches, cape cods and colonials. He highlighted aspects of the site plan, including greenbelts

and possible gazebo. He discussed DS Building's experience and their goal is to complete development in a year. He believes that the timeline and deposit will not be an issue. He noted they have raised their offer to \$275k.

Responding to Cowley, Duggan stated that they are proposing single family homes with 3 elevations. The purchase price of the homes will be in the high \$200k to low \$300k range. He mentioned other subdivisions developed by DS Building including: Turkey Farm, Civic Center Park near Livonia City Hall and other scattered construction throughout the area.

Responding to Scott, Duggan confirmed their proposal is for site condos.

Bowman asked for clarification on site condos. Christiansen offered explanation that homeowners are responsible for their home and lot, but there are shared greenspaces.

Schultz added that site condos look like a platted subdivision.

Responding to Bowman, Duggan said the homes would be built to suit.

In response to Scott, Christiansen replied that all developers are on board with developing infrastructure to City standards.

Bowman inquired as to the difference in tax revenue between condo site and platted subdivision. Christiansen replied they are taxed the same way.

Duggan mentioned that the sites will be owner occupied.

### **DA Building**

Christiansen presented this proposal, as the DA Building representative was not in attendance.

DA Building is proposing 11 duplex buildings with 22 units. Each unit will be owner occupied with a price point of \$229k up to \$300k and higher. Their offer price is \$275k. He stated DA Building can build the units within 24-30 months. Christiansen discussed the floor plans and elevations.

Responding to Galvin, Christiansen stated there are no infrastructure concerns. He cited an earlier duplex proposal where infrastructure was addressed.

Responding to Scott, Christiansen stated that basements could be an option, but believes they would be part of the PUD.

Galvin offered the opportunity to developers to give closing remarks.

Duggan reiterated that DS Building is planning on 13 units with considerable green space. He stated the school property is secondary and is willing to do what Council wants. He is willing to provide cash right now and wants to make Farmington proud.

Ciroffa referred to the financial capacity of the Boji team. He highlighted their experience and their ability to move forward quickly.

Bowman noted Council has decided that single family homes is ideal for the property. She likes the comparable offers that have been presented.

Responding to Galvin, Schultz stated the City is hoping to get a clear direction from Council for one developer.

Cowley believes that whatever is developed on the courthouse property will continue on the school property in the future. He needs more financial information and is looking to select the strongest developer.

Galvin stated Boji is fully capitalized and can finance construction.

Scott does not want to give the impression that this development would continue down the hill, as the school property is independent of the City. He is leaning toward the Boji development. He has more confidence they would be able to do the project based on what has been presented.

Galvin explained that the City has been actively marketing this property since 2012. He discussed previous offers while recognizing the solid offers currently on the table. He believes the developer will find the community to be receptive and the City easy to work with. He supports Boji Development and requested City Administration to keep DS Building and DA Building in the City for other projects.

**Move to direct City Administration to develop a purchase agreement with Boji Construction for the Courthouse Property.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Mayor Galvin
<b>SECONDER:</b>	Councilmember Bowman
<b>AYES:</b>	Scott, Bowman, Cowley, Galvin
<b>RECUSED:</b>	Schneemann

**5. DEPARTMENT HEAD COMMENTS**

Christiansen discussed progress with the Maxfield Training Center property.

**6. CITY COUNCIL COMMENTS**

Cowley would like the installation of a snow fence on Grand River, as the shrubbery is being ruined by salt.

Scott stated as he is campaigning and knocking on doors, he is discovering that houses are selling before they hit the market. This is a positive sign for Farmington.

**7. ADJOURNMENT**

**Move to adjourn the meeting.**

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

The meeting adjourned at 8:25 p.m.

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William E. Galvin, Mayor

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Susan K. Halberstadt, City Clerk

Approval Date:

<b>Farmington City Council Agenda Item</b>	<b>Council Meeting Date: October 16, 2017</b>	<b>Item Number</b>  <b>4E</b>	
<b>Submitted by:</b> David M. Murphy, City Manager			
<b><u>Agenda Topic</u></b> Consideration to set public hearing on Application of Roush Manufacturing, Inc. to transfer its Industrial Facilities Exemption Certificate (IFEC) to its assignee, Roush Industries, both subsidiaries of Roush Enterprises, Inc..			
<b><u>Proposed Motion</u></b> Approve Resolution setting public hearing for transfer if IFEC tax exemption certificate from Roush Manufacturing, Inc. to Roush Industries, Inc. for October 30, 2017, and to direct city clerk to send notices of the hearing as required by statute.			
<b><u>Background</u></b> <p>In 2009, the City authorized and approved an Industrial Facilities Tax Exemption Certificate (IFEC) tax abatement for the property located at 34300 W. Nine Mile Road, under Act 198 of 1974, the Plant Rehabilitation and Industrial Facilities Districts Act, and entered into an Agreement with Roush Manufacturing, Inc., with respect to the property. The State of Michigan issued the Exemption Certificate effective December 31, 2009 and ending December 30, 2021, in the name of Roush Manufacturing, Inc. Under a company reorganization, the property is now being transferred to Roush Industries, Inc. Roush Manufacturing, Inc. and Roush Industries, Inc., are both owned by Roush Holdings, LLC, a disregarded entity owned by the same parent company Roush Enterprises, Inc.</p> <p>Section 21 of Act 198 authorizes the transfer and assignment of a certificate “to a new owner or lessee of the facility but only with the approval of the local government unit and the commission after application of the new owner or lessee, and notice and hearing in the same manner as provided by Section 5 for the application for a certificate.” That process includes a hearing, with notice sent to individuals and entities identified in the statute.</p> <p>Attached is a Resolution setting the hearing for the next Council meeting date of October 30, 2017. At that hearing, the City Council will be presented with documents approving the assignment.</p> <p>Attachments.</p>			
<b><u>Materials Attached</u></b> Resolution and Public Hearing Notice			
<b>Agenda Review</b>			
<b>Department Head</b>	<b>Finance/Treasurer</b>	<b>City Attorney</b>	<b>City Manager</b>



**CITY OF FARMINGTON**

**OAKLAND COUNTY, MICHIGAN**

**RESOLUTION TO SET PUBLIC HEARING TO CONSIDER APPLICATION FOR INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE**

At a meeting of the City Council of the City of Farmington, Oakland County, Michigan, held on the 16th day of October, 2017, at the City Hall, 23600 Liberty Street, Farmington, Michigan 48335.

The following resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_.

**WHEREAS**, in 2009, the City authorized and approved an Industrial Facilities Tax Exemption Certificate (IFEC) for the property located at 34300 W. Nine Mile Road, under Act 198 of 1974, the Plant Rehabilitation and Industrial Facilities Districts Act, and entered into an Agreement with Roush Manufacturing, Inc., with respect to such property; and

**WHEREAS**, the State of Michigan issued the Exemption Certificate effective December 31, 2009 and ending December 30, 2021, in the name of Roush Manufacturing, Inc.; and

**WHEREAS**, the City has been informed that the property is to be transferred to Roush Industries, Inc., due to a company reorganization, but that both Roush Manufacturing, Inc. and Roush Industries, Inc., are both owned by Roush Holdings, L.L.C., a disregarded entity owned by the same parent company Roush Enterprises, Inc.; and

**WHEREAS**, Section 21 of Act 198 authorizes the transfer and assignment of a certificate "to a new owner or lessee of the facility but only with the approval of the local government unit and the commission after application of the new owner or lessee, and notice and hearing in the same manner as provided by Section 5 for the application for a certificate"; and

**WHEREAS**, Section 5 of Act 198 states that:

Upon receipt of an application for an industrial facilities exemption certificate, the clerk of the local governmental unit shall notify in writing the assessor of the assessing unit in which the facility is located or to be located, the legislative body of the taxing unit that levies ad valorem property taxes in the local governmental unit in which the facility is located or to be located. Before acting upon the application, the legislative body of the local governmental unit shall forward the applicant, the assessor, and a representative of the effective taxing units an opportunity for a hearing.

and

**WHEREAS**, the City Council of the City of Farmington has determined to set the required hearing for October 30, 2017.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Farmington City Council that a hearing on the Application for Industrial Facilities Tax Exemption Certificate by Roush Industries, Inc., is hereby set for October 30, 2017.

AYES:

NAYS:

ABSTENTIONS:

STATE OF MICHIGAN     )  
  )ss  
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 16th day of October, 2017, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed by official signature this 16th day of October, 2017.

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SUE HALBERSTADT  
Clerk, City of Farmington

**NOTICE OF PUBLIC HEARING**

Transfer of Industrial Facilities Exemption Certificate (IFEC)  
Roush Industries, Inc.  
34300 W. Nine Mile Road

Date: October 30, 2017

Time: 7:00 p.m.

Location: Farmington City Hall  
23600 Liberty  
Farmington, MI 48335

PLEASE TAKE NOTICE that at the above time, date, and location, the City Council shall meet for the purpose of considering whether to approve the transfer and assignment of an existing Industrial Facilities Exemption Certificate for the property described above from Roush Manufacturing, Inc. to Roush Industries, Inc.

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SUE HALBERSTADT  
Clerk, City of Farmington

Dated:

Published:

Mailed:

<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date:</b> October 16, 2017	<b>Reference Number 4F</b>
<b>Submitted by:</b> Amy Norgard, Controller		
<b>Description</b> Consideration to Schedule Program Year 2018 Community Development Block Grant Application Public Hearing		
<b>Requested Action</b> Move to schedule a public hearing on November 20, 2017 for public comment on the proposed Program Year 2018 Community Development Block Grant application.		
<p><b>Background</b></p> <p>The City's Community Development Block Grant (CDBG) funding for 2018 is projected by Oakland County to be \$32,876. As part of the application process, the city must hold a public hearing. Our completed application, accompanied by a resolution of Council approval, must be submitted to Oakland County by December 15, 2017.</p> <p>As Council knows, CDBG funding eligibility is restricted to projects or programs that meet specific objectives determined by the federal Department of Housing and Urban Development (HUD). Of these objectives, Farmington is limited to CDBG funding for projects where "the primary beneficiaries are low or moderate income people."</p> <p>Council may recall from previous years' CDBG applications that senior programs/projects receive special eligibility consideration. The administration's preliminary recommendation, outlined below, proposes a CDBG program that is not administratively burdensome, and continues current city funding level for the senior center and senior services.</p> <p>CDBG funds are federal funds administered by the Department of Housing and Urban Development.</p> <p>The administration's preliminary recommendation is that Council considers establishing the following development objectives: (1) senior center and (2) public services (senior services). The administration proposes allocating \$26,301 for senior center and \$6,575 for public services (senior services).</p>		
<b>Agenda Review</b>		
<b>Department Head</b>	<b>Finance/Treasurer</b>	<b>City Attorney</b>
		<b>City Manager</b>

**CITY OF FARMINGTON  
NOTICE OF PUBLIC HEARING  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

NOTICE IS HEREBY GIVEN that the City of Farmington will hold a public hearing on the use of Community Development Block Grant Funds. The Hearing will be held on Monday, November 20, 2017 at 7:00 p.m. EDT in the Council Chambers, Farmington City Hall, 23600 Liberty Street, Farmington, Michigan for the purpose of hearing public comments on the Community Development Block Grant (CDBG) Program Year 2018 application in the approximate amount of \$32,876 to fund eligible projects. **All interested citizens are requested to attend the Hearing. Comments will also be received in writing or in person at the City Clerk's Office, Farmington City Hall, until 4:30 p.m. on Monday, November 20, 2017.** Arrangements to reasonably accommodate special needs, including handicap accessibility or interpreter, will be made upon receiving 72-hour advance notice. Contact David Murphy, City Manager at 248-474-5500, x 2222 or by e-mail at [DMurphy@farmgov.com](mailto:DMurphy@farmgov.com) for special services.

Susan K. Halberstadt  
City Clerk

Publish: Farmington Observer, Thursday, November 9, 2017

**CITY OF FARMINGTON**  
**BUILDING DEPARTMENT**

***1st Quarter Report***

***July 1, 2017***  
***through***  
***September 30, 2017***

***John D. Koncsol***  
***Building Official***  
***Building Inspector***

FY 2017 - 18

MONTH	NEW HOMES		HOME REMODEL		SHEDS/GARAGES		COMMERCIAL REMODEL		COMMERCIAL BUILDING		INDUSTRIAL REMODEL	
	No. of Permits	Value	No. of Permits	Value	No. of Permits	Value	No. of Permits	Value	No. of Permits	Value	No. of Permits	Value
JULY			1	\$48,000	1	\$4,000	2	\$500,500				
AUGUST			2	\$205,000	2	\$18,000	1	\$40,000				
SEPTEMBER			4	\$336,716	2	\$21,000	2	\$450,000				
OCTOBER												
NOVEMBER												
DECEMBER												
JANUARY												
FEBRUARY												
MARCH												
APRIL												
MAY												
JUNE												
<b>TOTAL</b>	<b>0</b>	<b>\$0</b>	<b>7</b>	<b>\$589,716</b>	<b>5</b>	<b>\$43,000</b>	<b>5</b>	<b>\$990,500</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>







## BUILDING PERMITS

	2017-18		2016-17		2015-16	
MONTH	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES
JULY	28	\$7,267	28	\$4,166	29	\$4,278
AUGUST	39	\$5,945	30	\$6,190	25	\$9,155
SEPTEMBER	45	\$10,452	36	\$3,687	35	\$21,317
OCTOBER						
NOVEMBER						
DECEMBER						
JANUARY						
FEBRUARY						
MARCH						
APRIL						
MAY						
JUNE						
<b>TOTAL</b>	<b>112</b>	<b>\$23,664</b>	<b>94</b>	<b>\$14,043</b>	<b>0</b>	<b>\$0</b>

## ELECTRIC PERMITS

	2017-18		2016-17		2015-16	
MONTH	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES
JULY	8	\$734	12	\$1,327	6	\$386
AUGUST	13	\$964	14	\$1,486	7	\$623
SEPTEMBER	13	\$1,400	9	\$1,258	9	\$1,207.50
OCTOBER						
NOVEMBER						
DECEMBER						
JANUARY						
FEBRUARY						
MARCH						
APRIL						
MAY						
JUNE						
<b>TOTAL</b>			<b>35</b>	<b>\$4,071</b>	<b>22</b>	<b>\$2,217</b>

## MECHANICAL PERMITS

	2017-18		2016-17		2015-16	
MONTH	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES
JULY	22	\$1,640	27	\$1,825	11	\$735
AUGUST	10	\$460	15	\$1,320	8	\$450
SEPTEMBER	12	\$1,335	22	\$1,095	9	\$530
OCTOBER						
NOVEMBER						
DECEMBER						
JANUARY						
FEBRUARY						
MARCH						
APRIL						
MAY						
JUNE						
<b>TOTAL</b>			<b>64</b>	<b>\$4,240</b>	<b>28</b>	<b>\$1,715</b>

## PLUMBING PERMITS

	2017-18		2016-17		2015-16	
MONTH	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES
JULY	9	\$919	7	\$1,882	9	\$586
AUGUST	8	\$536	14	\$1,315	4	\$324
SEPTEMBER	8	\$749	11	\$1,128	8	\$962
OCTOBER						
NOVEMBER						
DECEMBER						
JANUARY						
FEBRUARY						
MARCH						
APRIL						
MAY						
JUNE						
<b>TOTAL</b>			<b>32</b>	<b>\$4,325</b>	<b>21</b>	<b>\$1,872</b>





CODE ENFORCEMENT LOG

MONTH: August 2017

VIOLATIONS	METHOD OF CONTACT				TOTAL
	PHONE	VERBAL	LETTER	WARNING TICKET	
Automobiles				4(5)(6)(9)(13)	4
Recreational Vehicles				2(10)(14)	2
Trash					
Streets / Sidewalks					
Comm. Property Maint.				1(15)	1
Signs				1(3)	1
Housing Code				2(2)(4)	2
Fences					
Nuisances					
Zoning:				2(8)(11)	2
Blight					
Commercial Vehicle				1 (12)	1
Total				13	13

COMPLIANCE	NON-COMPLIANCE	COURT	PENDING	RESULTS		TOTAL
				CITY COUNCIL	ZONING BOARD	
3		1				4
1		1				2
			1			1
		1				1
1		1				2
1		1				2
1						1
7		5	1			13

INSPECTIONS	
Gas Pressure Tests	3
Rough Building	6
Final Building	14
Foundation	8
Observable Component	
Roof	
Heating/Cooling	15
Fireplace	
Foreclosures	2
Certificate of Occupancy	
Total	48

PLAN REVIEW	
Signs	4
Buildings	3
Fences	1
Decks	
Hood Suppression	
Demolition	
Basement Remodel	
Pool	
Total	8





CODE ENFORCEMENT LOG

MONTH: September 2017

VIOLATIONS	METHOD OF CONTACT				TOTAL	RESULTS						
	PHONE	VERBAL	LETTER	WARNING TICKET		COMPLIANCE	NON-COMPLIANCE	COURT	PENDING	CITY COUNCIL	ZONING BOARD	TOTAL
Automobiles				2 (4)	2	1			1 (7)			2
Recreational Vehicles				2 (5)	2	2						2
Trash				1 (1)	1			1 (1)				1
Streets / Sidewalks												
Comm. Property Maint.				3 (3)	3	1		2				3
Signs												
Housing Code												
Fences												
Nuisances												
Zoning:		1 (2)			1	1						1
Work (no permit)												
Grass (over 8")												
Limbs/Brush				1 (6)	1	1						1
Construction Work on Sunday												
Total		1		9	10	6		1	3			10

INSPECTIONS	
Gas Pressure Tests	
Rough Building	9
Final Building	20
Foundation	5
Observable Component	
Roof	
Heating/Cooling	10
Fireplace	
Foreclosures	
Signs Removed from ROW	
Final CofO	
Total	44

PLAN REVIEW	
Signs	5
Buildings	10
Fences	3
Deck	1
Fire Repair	
Fire Suppression System	1
Total	20



<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: Oct. 16, 2017</b>	<b>Item Number 7A</b>
<b>Submitted by: Melissa Andrade</b>		
<b><u>Agenda Topic</u></b> Consideration to approve Special Event Application for the Farmington Winter Artisan Market		
<b><u>Proposed Motion:</u></b> Consideration to approve Special Event Application for the Farmington Winter Artisan Market to be held at the Masonic Lodge, 34002 Grand River Ave. every Saturday from Nov. 18 – Dec. 23; 10 a.m. until 2 p.m.		
<b><u>Background:</u></b>  Resident Penny Oglesby organized the winter artisan market last year at the Masonic Lodge, 34002 Grand River Ave., in an effort to extend the Farmers Market season. She intends to make this an annual event. For the 2017 season, she is only holding the winter market from Nov. 18 through the Christmas holiday this year -- Dec. 23 -- on Saturdays from 10 a.m. – 2 p.m.  She is not planning to invite any food trucks or outdoor food vendors this year.		
<b><u>Materials:</u></b> 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 Farmington Winter Artisan Market

Organization Phone: 248-212-4010

Organization Address 34002 Grand River Ave

Organization's Agent: Penny Olesley Phone: 248-212-4010

Agent's Title: FWAM Manager E-mail: bbtmaker@aol.com

Agent's Address: 34002 Grand River Ave

Event Name: Farmington Winter Artisan Market

Event Purpose: Provide local artisans an opportunity

Event Dates: to sell their crafted items pre holiday

Event Times: Nov. 18 - Dec. 23 (Every Saturday)

Event Location: Masonic Hall 23715 Farmington Rd.

Number of People Expected: 50-100

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 lot 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:

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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:

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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:

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6. **Other Requests:**



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**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 4' x 2'

Width

FARMINGTON  
WINTER ARTISAN  
Market

Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet

Height

Write copy of sign in the box.

Width 1' x 8'

W  
I  
N  
T  
E  
R  
M  
A  
R  
K  
E  
T

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.

Sept. 27, 2017  
Date

Donna St. Oglesby  
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



<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: October 16, 2017</b>	<b>Item Number 7B</b>
<b>Submitted by:</b> Frank J. Demers, Public Safety Director		
<b>Agenda Topic:</b> First Reading of Proposed Amendment to Chapter 19 “Nuisances,” Article 7, of the City of Farmington Code Of Ordinances - Alarm Systems		
<b>Proposed Motion:</b> Approve first reading to amend Chapter 19, Article 7 “Alarm Systems”		
<p><b>Background:</b></p> <p>The Public Safety Department has responded to an increased number of false alarms at business and residences throughout the City. The five (5) year average of Department responses to false alarms is 327 per year. Many of those false alarms are repeat offenders. The Department has already responded to 218 false alarms to date in 2017, 166 (76%) of which were repeat offenders. False alarms put an unnecessary burden on public safety resources. Two (2) officers are dispatched to all alarm calls. On average, officers spend at least 13 minutes investigating the alarm and notifying key holders. The cost to the City to have two officers respond to the average yearly total of 327 false alarms is estimated to be \$4,600.00.</p> <p>The current alarm ordinance makes it very difficult for homeowners and business owners to be held accountable for repeated false alarms. Under the current ordinance, property owners are permitted to have two (2) false alarms within a 30 day period without being fined. After the 30 day period, the clock resets. In addition, property owners are permitted four (4) false alarms in a calendar year. After the 4<sup>th</sup> false alarm, the owner is responsible for a \$25 fine for each additional false alarm.</p> <p>City administration is proposing a number of changes to the alarm ordinance including the elimination of the 30 day alarm cycle, increased fees for second and subsequent false alarms and a requirement for property owners or leases to register their alarm system with the City. This will include an alarm registration fee. Addition requirements for alarm installation and operation are included in the ordinance.</p>		
<p><b>Materials:</b></p>		



**STATE OF MICHIGAN**

**COUNTY OF OAKLAND**

**CITY OF FARMINGTON**

**ORDINANCE NO. C-\_\_\_\_-2017**

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

**THE CITY OF FARMINGTON ORDAINS:**

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

**Sec. 19-176. - Defined.**

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

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

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

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

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

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

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

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

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

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

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**Sec. 19-178. — Coverage limited.**

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

**Sec. 19-178. – Duties of Alarm Company**

Alarm companies shall:

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

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

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

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

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

#### **Sec. 19-180. - Additional Requirements for Fire Alarms Systems.**

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

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

#### **Sec. 19-181. - Signal Restrictions.**

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

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**Sec. 19-~~181~~182. - Connection to dispatch board Automatic Shutoff Required**

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

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

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**Sec. 19-183. Registration by Owner**

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

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**Sec. 19-184. Testing of Alarm Systems**

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

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

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**Sec. 19-1852. - False alarms.**

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

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

- a) First activation required response by public safety department, in a calendar year ..... No Charge
- b) Second activation required response by the public safety department, in a calendar year..... \$20  
If not paid within 30 days..... \$30
- c) Third activation required response by public safety department, in the calendar year..... \$40  
If not paid in 30 days..... \$50
- d) Fourth and each subsequent activation requiring response by the public safety department, in the calendar year ..... \$100  
If not paid within 30 days..... \$125
- e) For each additional 30 day period that the above required fees are not paid, an additional fess shall be required ..... \$5

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

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

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

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



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

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

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

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

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

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

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#### **Sec. 19-187, Smoke Detectors or Fire Alarms**

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

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**Secs. 19-1884—19-189. - Reserved.**

**Part II Severability**

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

**Part III Savings**

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

**Part IV Effective Date: Publication.**

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

Ayes:  
Nays:  
Abstentions:  
Absent:

STATE OF MICHIGAN )  
  )ss.  
COUNTY OF OAKLAND )

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

\_\_\_\_\_  
SUSAN K. HALBERSTADT,  
City Clerk  
City of Farmington

Adopted:  
Published:  
Effective:





**FARMINGTON PUBLIC SAFETY DEPARTMENT**  
23600 Liberty Street, Farmington, MI 48335 Tel 248-474-4700 Fax 248-442-9815

## **ALARM REGISTRATION IS REQUIRED FOR ALL ALARM SYSTEMS**

Chapter 19, Article 7 of the City of Farmington Code of Ordinances requires that any person, firm or corporation who owns, leases or occupies a premises in which an alarm system is installed, used or maintained must register such alarm system with the City of Farmington on forms provided by the City.

Registration forms may be obtained on the City of Farmington website ([www.farmgov.com](http://www.farmgov.com)) or by calling (248) 474-4700, Option #2 and requesting one by mail. A \$15.00 registration fee is required at the time the registration is filed.

### **ALARM REGISTRATION FORM**

Please complete the enclosed alarm registration form. The same registration form is used for both business and residential alarms. If residential, you do not need to provide your place of employment. If business, please list the address of the alarm as the location, and the name of the business.

All information is to be completed on the form and signed. **You must include at least one contact person who does not reside in your residence.** This contact person must be able to respond to your residence within 30 minutes of our calling. *We will only contact your contact person if we respond to an alarm, find a problem, and are unable to secure the premises.* Your alarm company will not be considered a contact person.

**After the registration form is completed, you may either mail it, or bring it to the City of Farmington Treasurer's Office. A check payable to the City of Farmington in the amount of \$15.00 shall be remitted with the Alarm Registration. If you choose to mail the registration, please send to:**

**City of Farmington  
Attn: Treasurer's Office  
23600 Liberty Street  
Farmington, MI 48335**

Respectfully,

Frank J. Demers  
Director, Farmington Public Safety Department



**BUSINESS & RESIDENTIAL ALARM REGISTRATION REGISTRATION**

**DRAFT**

<b>ALARM LOCATION</b>	_____	_____	_____
	Street Address	Apt/Suite	City, Zip Code
<b>ALARM USER OR OWNER</b>	_____	_____	_____
	Name (Last, First) / Business	Phone (Home/Cell)	Phone (Business)
<b>CONTACT PERSONS (If Alarm User/Owner is not available)</b>	1. _____	_____	_____
	Name (Last, First)	Phone (Home/Cell)	Phone (Business)
	2. _____	_____	_____
Name (Last, First)	Phone (Home/Cell)	Phone (Business)	
3. _____	_____	_____	
Name (Last, First)	Phone (Home/Cell)	Phone (Business)	
<b>BILLING ADDRESS (If different from above)</b>	_____	_____	_____
	Name - Company Name	Phone	_____
	_____	_____	_____
	Street Address	City, State, Zip Code	_____
<b>ALARM SYSTEM INFORMATION</b>	_____	_____	_____
	Alarm Company	Phone	_____
	_____	_____	_____
	Street Address	City, State, Zip Code	_____

I furthermore state that I have read and understand all the provisions of Chapter 19, Aricle 7 of the City of Farmington Code of Ordinances - Alarm Systems (printed on the reverse side of this form), and that I will abide by the regulations as contained therein.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

Permission is hereby granted for the registration of the above described alarm system.

\_\_\_\_\_  
Public Safety Director or Designee

\_\_\_\_\_  
Date



<b>Farmington City Council Agenda Item</b>	<b>Council Meeting Date:</b> October 16, 2017	<b>Item Number</b>  <b>7C</b>													
<b>Submitted by</b> Charles Eudy, Superintendent															
<b>Agenda Topic</b> Consideration to Approve Construction Estimate No.2 (Final), for the US-16 Drain Disconnect.															
<b>Proposed Motion</b> Move To Approve Construction Estimate No. 2 (Final) in the amount of \$6,654.45 for the US-16 Drain Disconnect to Bidigare Contractors Incorporated located at P.O. Box 700464 Plymouth MI 48170															
<b>Background</b> <p>At the October 17, 2016 meeting City Council approved the bid from Bidigare Contractors Inc. of Plymouth Michigan for the Bel-Aire, Shiawassee (US-16), Mooney Street Sewer Rehabilitation and Repairs. The Mooney Street and a portion of the Bel-Aire Sewer Rehabilitation was completed the 2016-17 Fiscal Year. The US-16 Disconnect was delayed until funding was appropriated this Fiscal Year.</p> <p>Orchard Hiltz and McCliment (OHM) has recommended a payment of \$6,654.45 which represents a full release of previously held retainage for work completed through October 10, 2017 for the US-16 Drain disconnect.</p> <p><b>US-16 Drain disconnect funds</b></p> <table border="0"> <tr> <td>Allocated Budget</td> <td>\$133,000.00</td> </tr> <tr> <td>Total Earnings</td> <td>\$72,567.00</td> </tr> <tr> <td>Retainage held</td> <td>\$6,654.45</td> </tr> <tr> <td>Retainage released</td> <td>\$6,654.45</td> </tr> <tr> <td>Total payments</td> <td>\$72,567.00</td> </tr> <tr> <td>Balance of allocation</td> <td>\$60,433.00</td> </tr> </table>				Allocated Budget	\$133,000.00	Total Earnings	\$72,567.00	Retainage held	\$6,654.45	Retainage released	\$6,654.45	Total payments	\$72,567.00	Balance of allocation	\$60,433.00
Allocated Budget	\$133,000.00														
Total Earnings	\$72,567.00														
Retainage held	\$6,654.45														
Retainage released	\$6,654.45														
Total payments	\$72,567.00														
Balance of allocation	\$60,433.00														
<b>Materials Attached</b>  Construction Estimate No.2 (Final)															
<b>Agenda Review</b>															
<b>Department Head</b>	<b>Finance/Treasurer</b>	<b>City Attorney</b>	<b>City Manager</b>												







ARCHITECTS. ENGINEERS. PLANNERS.

October 10, 2017

Mr. Chuck Eudy           **(Hand Delivered)**  
DPW Superintendent  
City of Farmington  
33720 W. 9 Mile Road  
Farmington, Michigan 48335

Regarding:       US-16 Drain Disconnect  
                  OHM Job No. 0111-15-1033

Dear Mr. Eudy:

Enclosed are Payment Application No. 2 (**FINAL**) and Change Order No. 1 for the referenced project. We would recommend approval of this Change Order. If you concur, please sign and return a pdf to OHM for our files.

Also enclosed are as following required final documents for US-16 portion of the project: 1) Contractor's Declaration; 2) Sworn Statement; and 3) Waiver from supplier.

Bidigare Contractors Inc. has completed the work shown on the attached payment application for the period ending October 10, 2017 and we would recommend payment to the Contractor in the amount of **\$6,654.45** which represents the full release of previously held retainage.

Sincerely,  
OHM Advisors

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

---

Matt Parks, P.E.  
Client Representative

cc:       Jordon Bidigare, Bidigare Contractors Inc. (via email)  
          Mitch Master, OHM (via e-mail)  
          Jessica Howard, OHM (via e-mail)  
          File

P:\0101\_0125\0111151030\_US-16\_Drain\_Assistance\Construction\Pay Apps\_CO\Pay Apps\No.2 (FINAL)\US-16 DrainDisconnect\_PA No.2 (FINAL)\_CO No.1.docx

**OHM** Advisors

34000 PLYMOUTH ROAD  
LIVONIA, MICHIGAN 48150

T 734.522.6711  
F 734.522.6427

OHM-Advisors.com

# CHANGE ORDER



Project: City of Farmington - US-16 Drain Disconnect

Job Number: 0111-15-1033

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

Change Order Number: 1  
Date: 9/22/2017  
Print Date: 10/6/2017

Contractor: Bidigare Contractors Inc.  
7820 Chubb Rd  
Northville, MI 48168  
(248) 735-1113

**Note:**

**TO THE CONTRACTOR:**

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

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

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

THE CONTRACT AMOUNT WILL BE CHANGED BY THE SUM OF:	(\$60,522.00)
Original Contract Amount:	\$133,089.00
Contract Amount Including Previous Change Orders:	\$133,089.00
Amount of this Change Order:	<del>(\$60,522.00)</del>
REVISED CONTRACT AMOUNT:	\$72,567.00

**Accepted By**

Bidigare Contractors Inc.

Date

10-11-17

**Approved By**

Chuck Eudy - Public Works Superintendent  
- City of Farmington

Date

10/11/17

**Recommended By**

Matt Parks, Principal

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: 2017.10.11 10:55:37-0400

Date

10/11/17

Items

Item No.	Description	Previous Authorized Quantity	Quantity Change	New Authorized Quantity	Unit Price	Total Increase
<b>THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT</b>						
<b>Division: B</b>						
46	Sewer, PVC SDR 26, 6 inch Balance Item	30.00 Foot	15.00	45.00	\$250.00	\$3,750.00
<b>SUB-TOTAL INCREASES DIVISION B:</b>						<b>\$3,750.00</b>

<b>THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE SUBTRACTED FROM THE CONTRACT AMOUNT</b>						
<b>Division: B</b>						
33	Pavt, Rem Balance Item	391.00 Square Yard	-293.10	97.90	\$30.00	(\$8,793.00)
34	Sidewalk, Rem Balance Item	25.00 Square Yard	-25.00	0.00	\$15.00	(\$375.00)
36	Trench Undercut and Backfill Balance Item	60.00 Cubic Yard	-60.00	0.00	\$50.00	(\$3,000.00)
37	Erosion Control, Inlet Protection, Fabric Drop Balance Item	4.00 Each	-4.00	0.00	\$125.00	(\$500.00)
38	Erosion Control, Silt Fence Balance Item	194.00 Foot	-194.00	0.00	\$3.00	(\$582.00)
39	Maintenance Aggregate Balance Item	30.00 Ton	-30.00	0.00	\$30.00	(\$900.00)
40	Aggregate Base, 21AA Limestone, 8 Inch Balance Item	342.00 Square Yard	-244.10	97.90	\$15.00	(\$3,661.50)
41	Concrete, Nonreinf, 9 inch Balance Item	338.00 Square Yard	-240.10	97.90	\$125.00	(\$30,012.50)
42	Driveway, Conc, 6 inch Balance Item	50.00 Square Yard	-50.00	0.00	\$72.00	(\$3,600.00)
43	Driveway, HMA, 13A Balance Item	10.00 Ton	-10.00	0.00	\$225.00	(\$2,250.00)
44	Sewer, CI IV, RCP, 24 inch Balance Item	8.00 Foot	-8.00	0.00	\$1,000.00	(\$8,000.00)
45	Sewer, CI IV, RCP, 36 inch Balance Item	4.00 Foot	-0.50	3.50	\$1,100.00	(\$550.00)
47	Restoration, Div. II Balance Item	153.00 Square Yard	-102.40	50.60	\$20.00	(\$2,048.00)
<b>SUB-TOTAL DECREASES DIVISION B:</b>						<b>(\$84,272.00)</b>

# PAYMENT APPLICATION



Project: City of Farmington - US-16 Drain Disconnect

Job Number: 0111-15-1033

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

CONTRACTOR: Bidigare Contractors Inc.  
7820 Chubb Rd  
Northville, MI 48168  
(248) 735-1113

SCHEDULE STATUS: On

NOTE:

Number: 2  
Period End Date: 10/10/2017  
Status: Approved  
Contract Start Date: 8/14/2017  
Contract End Date: 9/30/2017  
Contract Duration: 47  
Print Date: 10/10/2017

Original Contract Amount: \$133,089.00  
Change Orders Amount: (\$60,522.00)  
Current Contract Amount: \$72,567.00

Change Order 1: \_\_\_\_\_ (\$60,522.00)

Retainage: None

Earnings This Period:	\$0.00
Earnings To Date:	\$72,567.00
Previous Retainage Amount:	\$6,654.45
Retainage This Period:	(\$6,654.45)
Less Total Retained To Date:	\$0.00
Net Earned:	\$72,567.00
Previous Earnings:	\$65,912.55
Amount Due Contractor:	\$6,654.45
Amount Due Contractor includes (\$6,654.45) of previously held retainage	

Approved By

Date

*Matthew D Parks*

*10/10/17*

Chuck Eudy - Public Works Superintendent - City of Farmington

Matt Parks, Principal

Matthew D Parks

Digitally signed by Matthew D Parks  
DN: c=US, e=mattparks@ohm-advisors.com, o=OHM Advisors, ou=Matthew D Parks  
Date: 2017.10.10 09:37:25-0400

Date 10/10/17

OHM Advisors  
34000 Plymouth Road  
Livonia, MI 48150

(734) 522-6711

OHM-Advisors.com

Items

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
Division: B									
29	Mobilization, Max: 5%, Div. II	1.00 Ls	1.00	\$7,000.00	0.00	0.00	\$0.00	1.00	\$7,000.00
30	Traffic Maintenance and Control, Div. II	1.00 Ls	1.00	\$20,000.00	0.00	0.00	\$0.00	1.00	\$20,000.00
31	Audio Video Route Survey, Div. II	1.00 Ls	1.00	\$2,000.00	0.00	0.00	\$0.00	1.00	\$2,000.00
32	Exploratory Excavation	3.00 Each	3.00	\$3,500.00	0.00	0.00	\$0.00	3.00	\$10,500.00
33	Part, Rem	391.00 Square Yard	97.90	\$30.00	0.00	0.00	\$0.00	97.90	\$2,937.00
34	Sidewalk, Rem	25.00 Square Yard	0.00	\$15.00	0.00	0.00	\$0.00	0.00	\$0.00
35	Sign, Remove, Salvage and Reset	1.00 Each	1.00	\$312.00	0.00	0.00	\$0.00	1.00	\$312.00
36	Trench Undercut and Backfill	60.00 Cubic Yard	0.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
37	Erosion Control, Inlet Protection, Fabric Drop	4.00 Each	0.00	\$25.00	0.00	0.00	\$0.00	0.00	\$0.00
38	Erosion Control, Silt Fence	194.00 Foot	0.00	\$125.00	0.00	0.00	\$0.00	0.00	\$0.00
39	Maintenance Aggregate	30.00 Ton	0.00	\$30.00	0.00	0.00	\$0.00	0.00	\$0.00
40	Aggregate Base, 21AA Limestone, 8 inch	342.00 Square Yard	97.90	\$15.00	0.00	0.00	\$0.00	97.90	\$1,468.50
41	Concrete, Nonreinf, 9 inch	338.00 Square Yard	97.90	\$125.00	0.00	0.00	\$0.00	97.90	\$12,237.50
42	Driveway, Conc, 6 inch	50.00 Square Yard	0.00	\$72.00	0.00	0.00	\$0.00	0.00	\$0.00
43	Driveway, HMA, 13A	10.00 Ton	0.00	\$225.00	0.00	0.00	\$0.00	0.00	\$0.00
44	Sewer, CI IV, RCP, 24 inch	8.00 Foot	0.00	\$1,000.00	0.00	0.00	\$0.00	0.00	\$0.00
45	Sewer, CI IV, RCP, 36 inch	4.00 Foot	3.50	\$1,100.00	0.00	0.00	\$0.00	3.50	\$3,850.00
46	Sewer, PVC SDR 26, 6 inch	30.00 Foot	45.00	\$250.00	0.00	0.00	\$0.00	45.00	\$11,250.00
47	Restoration, Div. II	153.00 Square Yard	50.60	\$20.00	0.00	0.00	\$0.00	50.60	\$1,012.00
B Sub-Total:							\$0.00	50.60	\$72,567.00
Retainage							\$0.00		

**OHM Advisors**  
 34000 Plymouth Road  
 Livonia, MI 48150

(734) 522-6711

OHM-Advisors.com

**CONTRACTOR'S DECLARATION**

I hereby declare that I have not, during the period September 1 to October 6<sup>th</sup> A.D., 2014

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 its agents, in addition to the regular items set forth in the contract numbered 011-16-0023, and dated October 27 A.D., 2014

executed between myself and the Owner, and in the Change Orders for work issued by the Owner in writing as provided thereupon, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

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

Date: 10-9-17

By: [Signature]  
Title: Estimator



# SWORN STATEMENT

State of Michigan

County of: oakland Date: 10-9-17

Bidigare Contractors (deponent) being duly sworn deposes and says:

1. That Bidigare Contractors is the Contractor/Subcontractor for an improvement to the property described on the following page.
2. That the following is a statement of each subcontractor and supplier and laborer, for which the 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 that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names as follows:

Name of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Amount of Laborer Wages Due but Unpaid	Amount of Labor, Fringe Benefits & Withholdings due but Unpaid
<u>McColg</u>	<u>Concrete</u>	<u>\$4,000</u>	<u>\$4,000</u>	<u>0</u>	<u>0</u>	<u>0</u>





# McCoig Materials

## PARTIAL UNCONDITIONAL WAIVER

*MCCOIG MATERIALS LLC has a contract with:*

*Bidigare Contractors Inc.*

*to provide ready-mixed concrete for the improvement to the property known as:*

*City of Farmington*

*And hereby waive our Construction Lien to the amount of:*

*\$2,357.44*

*Two Thousand Three Hundred Fifty Seven Dollars and Forty Four Cents*

*for labor and/or materials provided through the date of:*

*8/16/2017*

*This waiver DOES cover all amounts due to MCCOIG MATERIALS LLC for contract improvements provided through the date shown above.*

**MCCOIG MATERIALS LLC**

*Mary Mengel*  
\_\_\_\_\_  
**Mary Mengel, Credit Manager**

**SIGNED ON:**

*10/9/2017*

**(734) 357-2145**

**P. O. Box 6349**

**Plymouth, MI 48170**

<b>Farmington City Council Agenda Item</b>	<b>Council Meeting Date:</b> October 16, 2017	<b>Item Number</b>  <b>7D</b>													
<b>Submitted by</b> Charles Eudy, Superintendent															
<b>Agenda Topic</b> Open Cut Sewer Repair Bel-Aire Segment 26															
<b>Proposed Motion</b> Consideration to Approve Construction Estimate No.3 in the amount of \$38,416 to Bidigare Contractors located at P.O. Box 700464 Plymouth Michigan 48170 for the Open cut repair Segment 26 identified in Division I of the Bel-Aire, Shiawassee, Mooney Street Sewer Rehabilitation and Improvement contract.															
<b>Background</b> <p>At the October 17, 2016 meeting City Council approved the bid from Bidigare Contractors Inc. of Plymouth Michigan for the Bel-Aire, Shiawassee, Mooney Street Sewer Rehabilitation and Repairs.</p> <p>Bidigare Construction completed the most critical repairs in the 2016-17 Fiscal Year. The 2017-18 Fiscal Year Administrative staff has allocated \$133,000 for contractual to complete the Shiawassee (US-16) Drain disconnects. The US-16 Drain disconnects have been completed leaving a balance of \$60,433 of allocated funds.</p> <p><b>US-16 Drain disconnect funds</b></p> <table border="0" data-bbox="115 1115 609 1333"> <tr> <td>Allocated Budget</td> <td>\$133,000.00</td> </tr> <tr> <td>Total Earnings</td> <td>\$72,567.00</td> </tr> <tr> <td>Retainage held</td> <td>\$6,654.45</td> </tr> <tr> <td>Retainage released</td> <td>\$6,654.45</td> </tr> <tr> <td>Total payments</td> <td>\$72,567.00</td> </tr> <tr> <td>Balance of allocation</td> <td>\$60,433.00</td> </tr> </table> <p>Orchard Hiltz and McCliment (OHM) recommends a payment for Segment 26 Open cut repair to Bidigare Construction located at P.O. Box 700464 Plymouth Michigan in the amount of \$38,416 with \$5,000 being held as retainage. Segment 26 is funded using the remaining balance of funding allocated for the US-16 drain disconnects. The final payment will be prepared when punch list items have been addressed and turf is established. Amount due to Bidigare Contractors is \$33,416.</p>				Allocated Budget	\$133,000.00	Total Earnings	\$72,567.00	Retainage held	\$6,654.45	Retainage released	\$6,654.45	Total payments	\$72,567.00	Balance of allocation	\$60,433.00
Allocated Budget	\$133,000.00														
Total Earnings	\$72,567.00														
Retainage held	\$6,654.45														
Retainage released	\$6,654.45														
Total payments	\$72,567.00														
Balance of allocation	\$60,433.00														
<b>Materials Attached</b>  Bel-Aire Zap Zone Recommendation of Payment No.3															
<b>Agenda Review</b>															
<b>Department Head</b>	<b>Finance/Treasurer</b>	<b>City Attorney</b>	<b>City Manager</b>												



October 11, 2017

Mr. Chuck Eudy           **(Hand Delivered)**  
DPW Superintendent  
City of Farmington  
33720 W. 9 Mile Road  
Farmington, Michigan 48335

Regarding:     City of Farmington - Bel-Aire, Shiawassee & Mooney Street Sewer Rehabilitation & Improvements  
                  OHM Job No. 0111-16-0023  
                  Estimate No. 003

Dear Mr. Eudy:

Enclosed are Construction Estimate No. 3 and a Contractor's Declaration for the referenced project.

Bidigare Contractors, Inc. has completed the work shown on the attached construction estimate for the period ending 10/10/2017 and we would recommend payment to the Contractor in the amount of \$33,416.00.

Sincerely,  
OHM Advisors

A handwritten signature in blue ink, appearing to read "Matt Parks".

---

Matt Parks, P.E.  
Client Representative

cc:     John Bidigare, Bidigare Contractors, Inc. (via e-mail)  
       Jordon, Bidigare Contractors, Inc. (via e-mail)  
       Mitch Master, OHM (via e-mail)  
       Jessica Howard, OHM (via e-mail)  
       File

P:\0101\_0125\0111160020\_Bel-Aire\_Sub\_Open-cut\_Repairs\_Construction\Estimates\Estimates\No.3\Estimate No. 003.docx



# CONSTRUCTION ESTIMATE

ORCHARD, HILTZ & McCLINMENT, INC.  
 34000 Plymouth Road  
 Livonia, MI 48150

P: (734) 522-6711  
 F: (734) 522-6427  
 W: ohm-advisors.com

**PROJECT:** City of Farmington - Bal-Aire, Shiawassee & Mooney Street Sewer Rehabilitation & Improvements  
**Job Numbers:** 0111-16-0023  
**Estimate Number:** 3  
**Period End Date:** 10/10/2017 12:24:02  
**Estimate Status:** Approved  
**Contract Start Date:** 10/18/2016  
**Contract End Date:** 08/01/2017  
**Contract Duration:** 287 days  
**Print Date:** 10/11/2017 10:47:17

**OWNER:** City of Farmington Hills  
 Department of Public Services - Engineering Division, 31555 W. Eleven Mile Rd#20 Chubb Road  
 248-871-2435  
 Farmington Hills, MI 48336-1165

**CONTRACTOR:** Bidigare Contractors, Inc.  
 248-735-1113  
 Northville, MI 48168

**STATUS:** On Schedule

*Retainage: Lump Sum			
Original Contract Amount:	\$371,415.00	A) Changes due to CO No. 1 :	(\$62,036.30)
Change Orders:	(\$62,036.30)		(\$62,036.30)
Current Contract Amount:	\$309,378.70		
		Earnings this Period:	\$38,416.00
		Earnings to Date:	\$308,128.70
		Previous Retainage:	-
		Retainage this Estimate:	\$5,000.00
		Less Total Retained to Date (Lump Sum):	\$5,000.00
		Net Earned:	\$303,128.70
		Previous Estimates:	\$269,712.70
		Amount Due Contractor:	\$33,416.00

Prepared By: **Matt Parks**  
 Digitally signed by Matt Parks  
 DN: c=US, e=Matt.parks@ohm-advisors.com,  
 o=OHM-Advisors, cn=Matt Parks  
 Date: 2017.10.11 10:55:47-04'00'

Approved By: *Chuck Eddy*  
 Chuck Eddy, DPW Director, City of Farmington  
 Date: 10/11/17

Matthew Parks, P.E., Orchard, Hiltz & McCliment, Inc.  
 Date: 10/11/2017

Item No.	Description	Original Bid Quantity	Authorized Quantity	Unit Price	Period Quantity	Period Amount	Quantity to Date	Total Amount to Date
<b>Division A - Division I: Bel-Aire Open-Cut Repairs</b>								
1	Mobilization, Max. 5%, Div. I	1.00	1.00 (A)	\$17,500.00	-	-	1.00	\$17,500.00
2	Traffic Maintenance and Control, Div. I	1.00	1.00 (A)	\$7,500.00	-	-	1.00	\$7,500.00
3	Audio Video Route Survey, Div. I	1.00	1.00 (A)	\$2,750.00	-	-	1.00	\$2,750.00
4	Tree, Rem, 6 inch to 18 inch	3.00	3.00 (A)	\$500.00	-	-	3.00	\$1,500.00
5	Curb and Gutter, Rem	131.00	0.00 (A)	\$30.00	-	-	-	-
6	Pavt, Rem	186.00	9.17 (A)	\$25.00	-	-	9.17	\$229.25
7	Sidewalk, Rem	29.00	51.93 (A)	\$15.00	-	-	51.93	\$778.95
9	Trench Undercut and Backfill	50.00	0.00 (A)	\$50.00	-	-	-	-
10	Erosion Control, Inlet Protection, Fabric Drop	3.00	0.00 (A)	\$125.00	-	-	-	-
11	Erosion Control, Silt Fence	150.00	0.00 (A)	\$3.00	-	-	-	-
12	Maintenance Aggregate	40.00	0.00 (A)	\$30.00	-	-	-	-
13	Aggregate Base, 21AA Limestone, 8 inch	163.00	58.32 (A)	\$15.00	-	-	58.32	\$874.80
14	Curb and Gutter, Conc	131.00	0.00 (A)	\$48.00	-	-	-	-
15	HMA, 13A	150.00	0.00 (A)	\$165.00	-	-	-	-
16	Driveway, Conc, 6 inch	158.00	9.17 (A)	\$72.00	-	-	9.17	\$660.24
17	Sidewalk, Conc, 4 inch	250.00	380.00 (A)	\$7.00	-	-	380.00	\$2,660.00
18	Sidewalk, Conc, 6 inch	40.00	120.00 (A)	\$8.00	-	-	120.00	\$960.00
20	Sanitary Sewer Service Reconnection	2.00	3.00 (A)	\$2,250.00	-	-	3.00	\$6,750.00
21	Open Cut Pipe Repair, PVC SDR, 8-10 inch, > 10' deep, long	4.00	4.00 (A)	\$18,000.00	-	-	4.00	\$72,000.00
22	Open Cut Pipe Repair, PVC SDR, 8-10 inch, < 10' deep, long	2.00	1.00 (A)	\$15,000.00	-	-	1.00	\$15,000.00
24	Open Cut Pipe Repair, PVC SDR 8-10 inch, < 10' deep, short	4.00	4.00 (A)	\$14,000.00	-	-	4.00	\$56,000.00
25	Reset Frame and Cover	4.00	0.00 (A)	\$250.00	-	-	-	-
26	Sewer, PVC SDR 26, 8-10 inch	20.00	6.50 (A)	\$900.00	-	-	6.50	\$5,850.00
27	Sprinkler Head, Remove and Reset Salvaged	5.00	0.00 (A)	\$100.00	-	-	-	-
28	Restoration, Div. I	1,001.00	718.58 (A)	\$17.00	-	-	718.58	\$12,215.86
<b>Division A Sub-Total:</b>						<b>\$0.00</b>		<b>\$203,229.10</b>
<b>Retainage:</b>								

Item No.	Description	Original Bid Quantity	Authorized Quantity	Unit Price	Period Quantity	Period Amount	Quantity to Date	Total Amount to Date
<b>Division B: Division III: Zap Zone Drain Disconnect</b>								
48	Mobilization, Max. 5%, Div. III	1.00	1.00 (A)	\$3,000.00	-	-	1.00	\$3,000.00
49	Traffic Maintenance and Control, Div. III	1.00	1.00 (A)	\$10,000.00	-	-	1.00	\$10,000.00
50	Audio Video Route Survey, Div. III	1.00	1.00 (A)	\$1,500.00	-	-	1.00	\$1,500.00
51	Sewer, Rem	43.00	32.00 (A)	\$20.00	-	-	32.00	\$640.00
52	Curb and Gutter, Rem	77.00	0.00 (A)	\$40.00	-	-	-	-
53	Pavt, Rem	281.00	170.00 (A)	\$30.00	-	-	170.00	\$5,100.00
54	Sidewalk, Rem	9.00	8.10 (A)	\$20.00	-	-	8.10	\$162.00
55	Aggregate Base, 21AA Limestone, 8 inch	223.00	148.20 (A)	\$18.00	-	-	148.20	\$2,667.60
56	San Manhole Cover, 24 inch, Type A	1.00	1.00 (A)	\$750.00	-	-	1.00	\$750.00
57	Curb and Gutter, Conc	92.00	40.00 (A)	\$60.00	-	-	40.00	\$2,400.00
58	HMA, 13A	31.00	0.00 (A)	\$175.00	-	-	-	-
59	HMA, 36A	31.00	24.72 (A)	\$175.00	-	-	24.72	\$4,326.00
60	Concrete, Nonreinf, 9 inch	39.00	28.70 (A)	\$140.00	-	-	28.70	\$4,018.00
61	Sidewalk, Conc, 4 inch	81.00	315.50 (A)	\$10.00	-	-	315.50	\$3,155.00
62	Sanitary Structure Adjust	1.00	1.00 (A)	\$750.00	-	-	1.00	\$750.00
63	Sewer, CI IV, RCP, 18 inch	131.00	130.00 (A)	\$100.00	-	-	130.00	\$13,000.00
64	Sewer, CI IV, RCP, 12 inch	31.00	27.00 (A)	\$75.00	-	-	27.00	\$2,025.00
65	San Manhole Cover, Type A	1.00	0.00 (A)	\$750.00	-	-	-	-
66	Dr Structure, 24 inch dia	1.00	1.00 (A)	\$2,500.00	-	-	1.00	\$2,500.00
67	Dr Structure, 48 inch dia	1.00	2.00 (A)	\$3,500.00	-	-	2.00	\$7,000.00
68	Pavement Markings	1.00	1.00 (A)	\$3,300.00	-	-	1.00	\$3,300.00
69	Restoration, Div. III	100.00	9.50 (A)	\$20.00	-	-	9.50	\$190.00
<b>Division B Sub-Total:</b>						<b>\$0.00</b>		<b>\$66,483.60</b>
<b>Retainage:</b>								
<b>Division D: Segment 26</b>								
<b>Additional Items to the Contract</b>								
1	Mobilization, Max. 5%, Div. 1	0.00	1.00 (A)	\$1,750.00	1.00	\$1,750.00	1.00	\$1,750.00
2	Traffic Maintenance and Control, Div. 1	0.00	1.00 (A)	\$750.00	1.00	\$750.00	1.00	\$750.00
3	Trench Undercut and Backfill	0.00	25.00 (A)	\$50.00	-	-	-	-
4	Open Cut Pipe Repair, PVC SDR, 8-10 inch, <10'deep, long	0.00	2.00 (A)	\$15,000.00	2.00	\$30,000.00	2.00	\$30,000.00
5	Restoration, Div. 1	0.00	348.00 (A)	\$17.00	348.00	\$5,916.00	348.00	\$5,916.00
<b>Division D Sub-Total:</b>						<b>\$38,416.00</b>		<b>\$38,416.00</b>
<b>Retainage:</b>						<b>\$5,000.00</b>		

**CONTRACTOR'S DECLARATION**

I hereby declare that I have not, during the period September 1 to October 11<sup>th</sup> A.D., 2016

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 its agents, in addition to the regular items set forth in the contract numbered 0111-16-0023, and dated October 27<sup>th</sup> A.D., 2016

executed between myself and the Owner, and in the Change Orders for work issued by the Owner in writing as provided thereupon, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

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

Date: 10-11-17

By: [Signature]  
Title: Estimator



<b>Farmington City Council Agenda Item</b>	<b>Council Meeting Date:</b> October 16, 2017	<b>Item Number</b>  <b>7E</b>
--	--	-------------------------------------

**Submitted by**  
Charles Eudy, Superintendent

**Agenda Topic**  
Consideration to approve purchase of replacement water meters

**Proposed Motion**  
Move to authorize the purchase of new “E-Series water meters from Badger Meter Incorporated located at 4545 Brown Deer Road, Milwaukee, Wisconsin 53224-9536 in the amount not to exceed \$116,000.

**Background**  
The 2017/18 Fiscal Year budget allocated \$116,000 for replacement water meters. The water meters are being replaced due to inaccurate recording and a planned mass installation to update the current metering system. To date nearly 1,300 of the 3,400 meters have been replaced with the “E-Series” Meter. By updating the current system the City can accurately read, record and bill for water used. Installing new meters will reduce the spent reading and processing water bills. New water meters will also reduce the calculated water loss and cost to the City for that water loss. Approximately 400 ¾” or 1” meters and 20 1½” or 2” water meters are proposed to be replaced this fiscal year. Several orders will be placed due to the limited storage area.

The Water Meters will be purchased directly from the manufacture, Badger Water Meter Incorporated located in Milwaukee Wisconsin. Badger Meter does not offer volume purchase discounts.

Other water meter manufactures quotes are not being solicited due to the current water billing software and water meter reading equipment is Badge Meter based.

**Badger Water Meter Cost**

¾”	\$211.00
1”	\$263.50
1½”	\$633.50
2”	\$823.50

**Materials Attached**  
Water Meter Quote Badger

<b>Agenda Review</b>			
<b>Department Head</b>	<b>Finance/Treasurer</b>	<b>City Attorney</b>	<b>City Manager</b>



E Series 1.5" \$540.00 Orion ME with 10' lead twist tight \$93.50 **Total \$633.50**

E Series 2" \$730.00 Orion ME with 10' lead twist tight \$93.50 **Total \$823.50**

E Poly 5/8"x3/4" \$117.50

Orion ME with 10' lead twist tight \$93.50

**Total \$211.00 (125) \$26,375.00**

E Poly 1" \$170.00

Orion ME with 10' lead twist tight \$93.50

**Total \$263.50 (50) \$13,175.00**

Regards,

Mark Wright

Mark Wright | Account Manager | Office: [414.371.6540](tel:414.371.6540) | Cell/SMS [810.223.2170](tel:810.223.2170) |

[Mwright@badgermeter.com](mailto:Mwright@badgermeter.com) | [www.badgermeter.com](http://www.badgermeter.com)

Badger Meter Inc | 4545 W Brown Deer Rd | PO Box 245036 | Milwaukee, WI 53224-9536



A Leader in Flow Measurement & Control  
Technology Delivered



Every drop counts.

<b>Farmington City Council Agenda Item</b>	<b>Council Meeting Date:</b> October 16, 2017	<b>Item Number 7F</b>	
<b>Submitted by</b> Charles Eudy, Superintendent			
<b>Agenda Topic</b> Consideration to Approve Change order No. 2 and Construction Estimate No.2 (Final) for the 2017 Farmington Sidewalk Improvement Program.			
<b>Proposed Motion</b> Move To Approve Change Order No. 2 and Final Construction Estimate No.2 (Final) for the 2017 Farmington Sidewalk Improvement Program to Audia Construction, located at 2985 Childs Lake Road, Milford, MI 48381 in the amount of \$6,781.17, which includes the release of previously held retainage.			
<b>Background</b> <p>The 2016/17 Fiscal Year budget allocated \$150,000 for sidewalk improvements in the 2016/17 Fiscal year. \$127,500 of the budget was for sidewalk contractual services/repairs, the remaining balance of \$22,500 is for the Engineering, Inspection and contract administration.</p> <p>At the April 17, 2017 meeting City Council approved the bid from Audia Construction, located at 2985 Childs Lake Road, Milford, MI 48381 in the amount of \$88,496.75, and include an \$8,853.29 contingency budget (approximately 10%) for a total construction budget of \$97,350.00.</p> <p>City Administration and Engineers requested Audia Construction to expand the scope of the project to include sidewalk repairs on Lilac Street between Shiawassee &amp; Astor and Floral Street between Fink &amp; Astor, resulting in an increase of the contract amount not to exceed the 2016/17 allocated budget.</p> <p>Orchard Hiltz &amp; McCliment (OHM) recommends Change Order No. 2 revising the contract amount to \$102,623.71 &amp; Construction Estimate No.2 (Final), of \$6,781.17 to Audia Construction, located at 2985 Childs Lake Road, Milford Michigan 48381 which is below the Fiscal year 2016/17 allocated amount.</p>			
<b>Materials Attached</b> Floral Park added Sections 2017 Farmington Sidewalk Program Change Order No.2 2017 Farmington Sidewalk Construction Estimate No.2			
<b>Agenda Review</b>			
<b>Department Head</b>	<b>Finance/Treasurer</b>	<b>City Attorney</b>	<b>City Manager</b>



October 6, 2017

Mr. Chuck Eudy           **(Hand Delivered)**  
DPW Superintendent  
City of Farmington  
33720 W. 9 Mile Road  
Farmington, Michigan 48335

Regarding:       City of Farmington – 2017 Farmington Sidewalk Program  
                      OHM Job No. 0111-17-0021

Dear Mr. Eudy:

Enclosed are Construction Estimate No. 2 (**FINAL**) and balancing Change Order No.2 for the referenced project. We would recommend approval of this Change Order and if you concur, please sign and return a pdf to OHM for our files.

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

Audia Concrete Construction Inc. has completed the work shown on the attached construction estimate for the period ending August 11, 2017 and we would recommend payment to the Contractor in the amount of **\$6,781.17** which includes the full release of previously held retainage.

Sincerely,  
OHM Advisors

A handwritten signature in blue ink that reads "Matt Parks".

---

Matt Parks, P.E.  
Client Representative

cc:       Mario Audia, Audia Concrete Construction Inc. (via e-mail)  
          Mitch Master, OHM (via e-mail)  
          Jessica Howard, OHM (via e-mail)  
          File

P:\0101\_0125\0111170020\_2017\_Sidewalk\_Program\\_Construction\Pay Apps\_CO\Pay Apps\Pay App2\2017 Farmington Sidewalk Program\_AP2\_CO No2.docx

# CHANGE ORDER



**Project:** City of Farmington - 2017 Farmington Sidewalk Program

**Job Number:** 0111-17-0021

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

**Change Order Number:** 2

**Date:** 8/8/2017

**Print Date:** 8/9/2017

**Contractor:** Audia Concrete Construction Inc  
2985 Childs Lake Road  
Milford, MI 48381  
(248) 676-9570

**Note:**

**TO THE CONTRACTOR:**

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

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

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

THE CONTRACT AMOUNT WILL BE CHANGED BY THE SUM OF:	(\$2,550.70)
Original Contract Amount:	\$88,496.75
Contract Amount Including Previous Change Orders:	\$105,174.41
Amount of this Change Order:	<u>(\$2,550.70)</u>
<b>REVISED CONTRACT AMOUNT:</b>	<b>\$102,623.71</b>

**Accepted By**

Audia Concrete Construction Inc

*Ronetta Audia*

Date 8.11.17

**Approved By**

Chuck Eudy - Public Works Superintendent  
- City of Farmington

*Chuck Eudy*

Date 10/10/17

**Reviewed By**

Matt Parks, Principal

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: 2017.10.06 10:17:21-0400

Date \_\_\_\_\_

**Items**

Item No.	Description	Previous Authorized Quantity	Quantity Change	New Authorized Quantity	Unit Price	Total Increase
<b>THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT</b>						
<b>Division: B - Division II: Floral Park</b>						
14	Sidewalk, Conc, 6 inch To Balance Item	1315.00 Square Feet	510.50	1825.50	\$4.50	\$2,297.25
<b>SUB-TOTAL INCREASES DIVISION B - Division II: Floral Park:</b>						<b>\$2,297.25</b>
<b>THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE SUBTRACTED FROM THE CONTRACT AMOUNT</b>						
<b>Division: A - Division I: Oaks and Meadows</b>						
2	Sidewalk, Rem To Balance Item	7015.00 Square Feet	-647.62	6367.38	\$0.95	(\$615.24)
3	Excavation, Earth To Balance Item	20.00 Cubic Yard	-20.00	0.00	\$10.00	(\$200.00)
4	Granular Material, CI II To Balance Item	40.00 Cubic Yard	-6.50	33.50	\$8.00	(\$52.00)
5	Maintenance Aggregate, 21AA To Balance Item	17.00 Ton	-17.00	0.00	\$19.00	(\$323.00)
6	Sidewalk, Conc, 4 inch To Balance Item	6439.00 Square Feet	-421.87	6017.13	\$4.00	(\$1,687.48)
7	Sidewalk, Conc, 6 inch To Balance Item	576.00 Square Feet	-225.75	350.25	\$4.50	(\$1,015.88)
<b>SUB-TOTAL DECREASES DIVISION A - Division I: Oaks and Meadows:</b>						<b>(\$3,893.59)</b>
<b>Division: B - Division II: Floral Park</b>						
10	Excavation, Earth To Balance Item	20.00 Cubic Yard	-20.00	0.00	\$20.00	(\$400.00)
11	Granular Material, CI II To Balance Item	40.00 Cubic Yard	-14.67	25.33	\$8.00	(\$117.36)
12	Maintenance Aggregate, 21AA To Balance Item	23.00 Ton	-23.00	0.00	\$19.00	(\$437.00)
<b>SUB-TOTAL DECREASES DIVISION B - Division II: Floral Park:</b>						<b>(\$954.36)</b>

# PAYMENT APPLICATION



Job Number: 0111-17-0021  
Number: 2  
Period End Date: 8/11/2017  
Status: Approved  
Contract Start Date: 5/2/2017  
Contract End Date: 7/10/2017  
Contract Duration: 69  
Print Date: 10/6/2017

Project: City of Farmington - 2017 Farmington Sidewalk Program

CONTRACTOR: Audia Concrete Construction Inc  
2985 Childs Lake Road  
Milford, MI 48381  
(248) 676-9570

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

SCHEDULE On  
STATUS:  
NOTE:

Original Contract Amount:	\$88,496.75	Change Order 1:	\$16,677.66	Earnings This Period:	\$1,649.98
Change Orders Amount:	\$14,126.96	Change Order 2:	(\$2,550.70)	Earnings To Date:	\$102,623.71
Current Contract Amount:	\$102,623.71		\$14,126.96	Previous Retainage Amount:	\$5,131.19
				Retainage This Period:	(\$5,131.19)
				Less Total Retained To Date:	\$0.00
				Net Earned:	\$102,623.71
				Previous Earnings:	\$95,842.54
				Amount Due Contractor:	\$6,781.17
Retainage: None					Amount Due Contractor includes (\$5,131.19) of previously held retainage

Approved By: Chuck Eudy Date: 10/6/17  
Reviewed By: Matthew D Parks Date: \_\_\_\_\_  
Matt Parks, Principal

Digitally signed by Matthew D Parks  
DN: cn=Matthew D Parks, o=OHM Advisors, ou=OHM Advisors, email=matthew.parks@ohmadvisors.com, c=US  
Date: 2017.10.06 10:29:34 -0400

Items

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
<b>Division: B - Division II: Floral Park</b>									
8	Mobilization, Max. \$5,000, Div. II	1.00 Ls	1.00	\$2,000.00	0.00	0.00	\$0.00	1.00	\$2,000.00
9	Sidewalk, Rem	9460.00 Square Feet	13241.75	\$0.95	0.00	0.00	\$0.00	13241.75	\$12,579.66
10	Excavation, Earth	20.00 Cubic Yard	0.00	\$20.00	0.00	0.00	\$0.00	0.00	\$0.00
11	Granular Material, CI II	40.00 Cubic Yard	25.33	\$8.00	0.00	0.00	\$0.00	25.33	\$202.64
12	Maintenance Aggregate, 21AA	23.00 Ton	0.00	\$19.00	0.00	0.00	\$0.00	0.00	\$0.00
13	Sidewalk, Conc, 4 inch	8145.00 Square Feet	11416.25	\$4.00	0.00	0.00	\$0.00	11416.25	\$45,665.00
14	Sidewalk, Conc, 6 inch	1315.00 Square Feet	1825.50	\$4.50	0.00	0.00	\$0.00	1825.50	\$8,214.75
			<b>B - Division II: Floral Park Sub-Total:</b>				<b>\$0.00</b>		<b>\$68,662.05</b>
						<b>Retainage</b>	<b>\$0.00</b>		
<b>Division: A - Division I: Oaks and Meadows</b>									
1	Mobilization, Max. \$5,000, Div. I	1.00 Ls	1.00	\$2,000.00	0.00	0.00	\$0.00	1.00	\$2,000.00
2	Sidewalk, Rem	7015.00 Square Feet	6367.38	\$0.95	333.33	0.00	\$316.66	6367.38	\$6,049.01
3	Excavation, Earth	20.00 Cubic Yard	0.00	\$10.00	0.00	0.00	\$0.00	0.00	\$0.00
4	Granular Material, CI II	40.00 Cubic Yard	33.50	\$8.00	0.00	0.00	\$0.00	33.50	\$268.00
5	Maintenance Aggregate, 21AA	17.00 Ton	0.00	\$19.00	0.00	0.00	\$0.00	0.00	\$0.00
6	Sidewalk, Conc, 4 inch	6439.00 Square Feet	6017.13	\$4.00	333.33	0.00	\$1,333.32	6017.13	\$24,068.52
7	Sidewalk, Conc, 6 inch	576.00 Square Feet	350.25	\$4.50	0.00	0.00	\$0.00	350.25	\$1,576.13
			<b>A - Division I: Oaks and Meadows Sub-Total:</b>				<b>\$1,649.98</b>		<b>\$33,961.66</b>
						<b>Retainage</b>	<b>(\$5,131.19)</b>		

## CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

June 20, 2017

to

August 11, 2017 A.D., 20 \_\_\_\_\_ 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 0111-17-0021 A.D., 20 \_\_\_\_ 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: September 20, 2017

By:

Ronetta Audia

Digitally signed by Ronetta  
Audia  
Date: 2017.09.20 13:28:25  
-04'00'

Title: President



CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN )

)SS.

COUNTY OF Oakland )

The undersigned, Ronetta Audia, CONTRACTOR, hereby represents that on April 28, 2017 he (it) was awarded a Contract by City of Farmington hereinafter called the OWNER, to construct 2017 Farmington Sidewalk Program in accordance with the terms and conditions of Contract No. 2017 Farmington sidewalk; 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 2<sup>nd</sup> day of August, 2017.

Audia Concrete Const, Inc.

Contractor

By: Ronetta Audia

Title President

Subscribed and sworn to before me, a Notary Public in and for Oakland County, Michigan, on this 2<sup>nd</sup> day of August, 2017.

Notary Public: Gary Heath Sawyer

My Commission expires: 7-8-2020

GARY HEATH SAWYER  
Notary Public, State of Michigan  
County of Lenawee  
My Commission Expires 07-08-2020  
Acting in the County of Oakland

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**  
AIA DOCUMENT G707

Owner  
Architect  
Contractor  
Surety  
Other

Bond No 106667317

**PROJECT: 2017 Farmington Sidewalk Program - City of Farmington**  
(name, address)

**TO: (Owner)**  
**City of Farmington**  
**23600 Liberty Street**  
**Farmington, MI 48335**

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:**

**CONTRACT DATE:**

**CONTRACTOR:**  
**Audia Concrete Construction, Inc.**  
**PO Box 72**  
**Milford, MI 48381**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
**Travelers Casualty and Surety Company of America**  
**1441 W Long Lake Rd, Suite 300**  
**Troy, MI 48098**

**.SURETY COMPANY**

on bond of these insert name and address of Contractor)  
**Audia Concrete Construction, Inc.**  
**PO Box 72**  
**Milford, MI 48381**

**.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 these insert name and address of Owner)

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

**.OWNER.**

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,  
the Surety Company has herewith set its hand this

**18th** day of **September, 2017**

Surety Company  
**Travelers Casualty and Surety Company of America**

  
Signature of Authorized Representative

**John L. Budde, Attorney-in-Fact**  
Title

Witness  
(Seal) 

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227885

Certificate No. 007174024

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John L. Budde, Steven K. Brandon, Susan L. Small, T. J. Griffin, Terence J. Griffin, Terri L. Young, William A. Pirret, and Patrick E. Williams

of the City of Farmington Hills, State of Michigan, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of April, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 4th day of April, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public



WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of September, 2017

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

# SWORN STATEMENT

State of Michigan

County of: OAKLAND

Date: August 2, 2017

Ronetta Audia

(deponent) being duly sworn deposes and says:

1. That Audia Concrete Const, INC. is the Contractor/Subcontractor for an improvement to the property described on the following page.
2. That the following is a statement of each subcontractor and supplier and laborer, for which the 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 that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names as follows:

Name of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Amount of Laborer Wages Due but Unpaid	Amount of Labor, Fringe Benefits & Withholdings due but Unpaid
Messina Concrete	Redi Mix concrete	42,916.08	42,916.08	0	0	0
Dutton Irrigation	Sprinkler Repair	1570.50	1570.50	0	0	0

The contracts or subcontracts cited herein are for improvement to the following described real property situated in Oakland County, Michigan, described as:

(Insert legal description of property) \_\_\_\_\_

Commonly known as:

2017 Farmington Sidewalk Program

OHM Job Number:

0111-17-0021

- 3. That the Contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.
- 4. Deponent further says that he makes the foregoing statement as the Contractor/Subcontractor or as Controller of the Contractor/Subcontractor for the purpose of representing to the owner of the above described premises and his agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: An Owner of the above described 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 pursuant to Section 109 of the Construction Lien Act) to the Designee or to the Owner if the Designee is not named or has died.

Dated: 8-2-17

Ronetta Audia  
Signature of Deponent

WARNING TO DEPONENT: A person, who with intent to defraud, gives a false sworn statement is subject to criminal penalties as provided in Section 110 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1110 of the Michigan Compiled Laws.

Subscribed and sworn to before me on: August 2, 2017 in Oakland County, Michigan

My commission expires: 7-8-2020 Signature: Jay Herbert Jayer

**FULL UNCONDITIONAL WAIVER**

My/our contract with Audia Concrete Construction, Inc. to provide  
(other contracting party)  
Concrete Redd Mix for the improvement of the property described as  
2017 City of Farmington Sidewalk Program

\_\_\_\_\_ having been  
fully paid and satisfied, by signing this waiver, all my/our construction lien rights  
against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the  
owner or lessee of the property or the owner's or lessee's designee has received  
a notice of furnishing from me/one or us or if I/we are not required to provide one,  
and the owner, lessee, or designee has not received this waiver directly from  
me/one of us, the owner, lessee, or designee may not rely upon it without  
contacting me/one of us, either in writing, by telephone, or personally, to verify  
that it is authentic.

Melvin Messina  
(Printed Name of Lien Claimant)  
Melvin Messina  
(Signature of lien claimant)

Signed on: 9/14/17

Address: 725 North Dixie Hwy  
Monroe, MI 48161

Telephone: 734-241-8380

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

**FULL UNCONDITIONAL WAIVER**

My/our contract with Audia Concrete Construction, Inc. to provide  
(other contracting party)  
Sprinkler Repair for the improvement of the property described as

2017 City of Farmington Sidewalk Program

\_\_\_\_\_ having been  
fully paid and satisfied, by signing this waiver, all my/our construction lien rights  
against such property are hereby waived and released.

If the improvement is provided to property that is a residential structure and if the  
owner or lessee of the property or the owner's or lessee's designee has received  
a notice of furnishing from me/one or us or if I/we are not required to provide one,  
and the owner, lessee, or designee has not received this waiver directly from  
me/one of us, the owner, lessee, or designee may not rely upon it without  
contacting me/one of us, either in writing, by telephone, or personally, to verify  
that it is authentic.

Vicki Gentry  
(Printed Name of Lien Claimant)

Vicki Gentry  
(Signature of lien claimant)

Signed on: 9-13-2017

Address: **MARC DUTTON  
IRRIGATION, INC.**  
4720 Hatchery Rd.  
Waterford, MI 48329-3627

Telephone: 248 674-4470

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**



**2017 City of Farmington  
Sidewalk Replacement Program**

Number	Address Street	4" Flags	4" Walk			6" Flags	6" Walk			Description Notes	Completion Date
			L	W	Area (ft <sup>2</sup> )		L	W	Area (ft <sup>2</sup> )		
23148	Violet Street	6			150						
23162	Violet Street	4			100						
23174	Violet Street	7			180						
23186	Violet Street	5			95						
23198	Violet Street	2			50	1				25	
23208	Violet Street	4			105						
23220	Violet Street	3			75	2				50	
23232	Violet Street	4			115	1				25	
23244	Violet Street	6			150	2				50	
23256	Violet Street	11			275	2				55	
23274	Violet Street	5			125						
23007	Violet Street	2			50						
23017	Violet Street	4			100						
23043	Violet Street	2			50						
23057	Violet Street	4			100						
23069	Violet Street	5			125	2				55	
23079	Violet Street	2			50						
23114	Violet Street	4			100	1				25	
23193	Violet Street	4			100						
23203	Violet Street	4			100						
23215	Violet Street	7			170						
23227	Violet Street	7			175	2				55	
23267	Violet Street	3			75						
31109 to shiawasse	Lilac Street	1			20						
22729	Lilac Street	1			25						
22751	Lilac Street	3			70	2				45	
22735	Lilac Street	7			175	2				50	
22709	Lilac Street	13			325						
22720	Lilac Street	1			25						
<b>Subtotal:</b>					3255			<b>Subtotal:</b>	435		

Lilac - Shiawasse to Astor

2017 City of Farmington  
Sidewalk Replacement Program

Number	Address Street	4" Flags	4" Walk			6" Flags	6" Walk			Description Notes	Completion Date
			L	W	Area (ft <sup>2</sup> )		L	W	Area (ft <sup>2</sup> )		
22730	Lilac Street	2			50	2					
22810	Lilac Street					2					
22824	Lilac Street	3			75						
22850	Lilac Street	5			125						
22544	Lilac Street	1			30						
22510	Lilac Street	1			25						
22450	Lilac Street	2			50						
22415 GR alley	Lilac Street	1			25	1				272	
22489	Lilac Street					2				50	
22575	Lilac Street	1			25						
23008	Lilac Street	5			125						
23072	Lilac Street	2			50						
23090	Lilac Street	5			125	1				25	
23106	Lilac Street	2			40	2				55	
23128	Lilac Street	4			90						
23162	Lilac Street	5			130						
23198	Lilac Street	1			25						
23210	Lilac Street	3			75	2				55	
23228	Lilac Street	6			175	1				25	
23260	Lilac Street	1			25						
23274	Lilac Street	2			50						
23259	Lilac Street	8			200						
23241	Lilac Street	4			100	1				25	
23227	Lilac Street	3			75	1				25	
23203	Lilac Street	1			25						
23179	Lilac Street	2			50	2				55	
23165	Lilac Street	2			50						
23147	Lilac Street	1			25						
23133	Lilac Street	9			50	2				55	
<b>Subtotal:</b>					1890	<b>Subtotal:</b>					742

**2017 City of Farmington  
Sidewalk Replacement Program**

	Number	Address Street	4" Flags	4" Walk			6" Flags	6" Walk			Description Notes	Completion Date
				L	W	Area (ft <sup>2</sup> )		L	W	Area (ft <sup>2</sup> )		
	23117	Lilac Street	4			100						
	23103	Lilac Street	4			100						
	23087	Lilac Street	4			100						
	23069	Lilac Street	2			55	1			25		
	23055	Lilac Street	5			125						
	23025	Lilac Street	8			200	2			50		
Floral - Shiawassee to Astor	22804	Floral Street	1			25						
	22786	Floral Street	8			200	1					
	22750	Floral Street	2			50						
	22528	Floral Street	3			85						
	22514	Floral Street					1			25		
	22403	Floral Street	2			55						
	22403	Floral Street	2			25						
	22449	Floral Street	1			25						
	22487	Floral Street										
	22499	Floral Street										
	22735	Floral Street	1			25						
	22785	Floral Street	3			75						
	22833	Floral Street	10			250						
Floral - Fink to Shiawassee	23258	Floral Street	6			160						
	23212	Floral Street					3			70		
	23182	Floral Street	1			30	1			25		
	23168	Floral Street	2			50						
	23148	Floral Street	5			125						
	12136	Floral Street					1			25		
	23100	Floral Street	5			150						
	23086	Floral Street	4			100						
23072	Floral Street	1			25	1			25			
23056	Floral Street	3			75							
					<b>Subtotal:</b>	2210			<b>Subtotal:</b>	245		

**2017 City of Farmington  
Sidewalk Replacement Program**

	Number	Address Street	4" Flags	4" Walk			6" Flags	6" Walk			Description Notes	Completion Date
				L	W	Area (ft <sup>2</sup> )		L	W	Area (ft <sup>2</sup> )		
Floral - Fink to Shiawassee	23038	Floral Street	11		275		1		25			
	23022	Floral Street	8		200		2		50			
	23016	Floral Street	9		225							
	23013	Floral Street	14		350				75			
	23037	Floral Street	2		50		3					
	23055	Floral Street	3		75				45			
	23061	Floral Street	4		100		2					
	12085	Floral Street	1		25							
	23095	Floral Street	1		25							
	23119	Floral Street	3		75							
	23135	Floral Street	3		75		1		25			
	23149	Floral Street	4		100							
	23169	Floral Street	5		100							
	23197	Floral Street	3		75							
	23211	Floral Street	5		125							
	23235	Floral Street	6		150							
	23249	Floral Street	4		100		2		50			
	23275	Floral Street	4		125		1		25			
		22767	Hawthorn Street	2		55						
		22491	Hawthorn Street	2		50		1		25		
	22483	Hawthorn Street					4		100			
	22459	Hawthorn Street	5		125							
	22449	Hawthorn Street					2		50			
	22445	Hawthorn Street	3		75		1		25			
	22427	Hawthorn Street					4		110			
	22417	Hawthorn Street	4		100		1		25			
	22417 Nine Mile	Hawthorn Street	5		100							
	30815 Nine Mile	Hawthorn Street	6		145							
	22109	Hawthorn Street	3		60							
					<b>Subtotal:</b>	2960			<b>Subtotal:</b>	630		

<b>Farmington City Council Agenda Item</b>	<b>Council Meeting Date:</b> October 16, 2017	<b>Item Number 7G</b>	
<b>Submitted by</b> Charles Eudy, Superintendent			
<b>Agenda Topic</b> Consideration to Amend Fiscal Year 2017/18 Budget for purchase of Dump Truck Bed			
<b>Proposed Motion</b> Move to adopt resolution amending Fiscal Year 2017/18 Budget			
<b>Background</b> <p>The Department of Public Works has 4 heavy duty dump trucks. Two trucks have been recently replaced. The remaining two trucks are 1998 and 2000 year models, with proposed replacement dates of 2021 and 2024. Last year repairs were made to the 2000 year dump truck bed. This year the 1998 year truck needs major repairs, which will exceed the cost of a new dump bed.</p> <p>The dump bed hoist mechanism of the 1998 &amp; 2000 model year trucks is obsolete and no longer manufactured. To replace this dump bed will require a special order dump bed custom built to accept the existing hoist mechanism.</p> <p>DPW staff has contacted several truck body builders, for a replacement dump bed. Bostic Truck Center, 1368 Joslyn Ave, Pontiac, Michigan 48340, is the only builder able to provide a quote to replace the dump bed.</p> <p>If this dump bed is not replaced, winter road and parking lot snow removal will be adversely impacted.</p> <p>The cost to purchase a special order Galion 10' replacement body package from Bostic Truck Center to install on our 1998 GMC 6500 series dump truck #9 is \$9570. Currently, there is \$3,400 of funding available in the DPW Equipment Revolving Fund Capital Outlay (640-000.00-977.000). The remaining balance of \$6,170.00 would be transferred to the Capitol Outlay from the Operations &amp; Maintenance (640-000.00-930.000).</p>			
<b>Materials Attached</b> Bostic Truck Center Quote #14408 Budget Amendment Resolution			
<b>Agenda Review</b>			
<b>Department Head</b>	<b>Finance/Treasurer</b>	<b>City Attorney</b>	<b>City Manager</b>

CITY OF FARMINGTON

RESOLUTION \_\_\_\_\_

Motion by, \_\_\_\_\_ seconded by, \_\_\_\_\_

**Budget Amendment No 1**

Fund: DPW Equipment Revolving Fund

Capital Outlay

\$6,170

Operations & Maintenance

\$6,170

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

# Bostick Truck Center

1368 Joslyn Ave.  
Pontiac, Michigan 48340

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



## Quote

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

**Quote Number:** 14408  
**Date:** 09 October, 2017

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

Subtotal	\$9570.00
Mi sales tax(6.00%)	\$0.00
<b>Total</b>	<b>\$9570.00</b>

**Prepared By:**

**Accepted By:**

**Signature:**

**Signature:**

**Thanks For Your Business!**

Thank you for the opportunity to quote!



<b>Farmington City Council Agenda Item</b>	<b>Council Meeting Date: October 16, 2017</b>	<b>Item Number</b>  <b>7H</b>	
<b>Submitted by</b> <b>Charles Eudy, Superintendent</b>			
<b>Agenda Topic</b> Consideration to Approve Change Order No.1 and Construction Estimate No.3 for the 2017 Farmington Roads HMA (Asphalt Roads) Maintenance project.			
<b>Proposed Motion</b> Move to Approve Change Order No.1 and Construction Estimate No.3 for the 2017 Farmington Roads HMA (Asphalt Roads) Maintenance project to Pro-Line Asphalt Paving Corporation, located at 11797 29 Mile Road Washington Twp., MI 48095 in the amount of \$98,541.19			
<p><b>Background</b> At the April 3, 2017 meeting City Council approved the bid from Pro-Line Asphalt Paving Corporation, located at 11797 29 Mile Road Washington Twp., MI 48095 for the 2017 Farmington HMA (Asphalt) Maintenance Project 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.</p> <p>Change Order No.1 increases the contract \$14,748.23 to allow for the resurfacing of Hillcrest Street. Construction Estimate No.3 for the 2017 Farmington Roads HMA (Asphalt Roads) Maintenance project to Pro-Line Asphalt Paving Corporation, located at 11797 29 Mile Road Washington Twp., MI 48095 in the amount of \$98,541.19 with \$21,807.22 held as retainage to date. Total earnings to date is \$436,144.43 of this contract.</p> <p>The original project consist of 5 divisions:  Division A: Heritage  Division B: Cloverdale  Division C: Prospect  Division D: Hayden  Division E: Warner</p> <p>Division F: Hillcrest Street was added following a review of road funding by Administrative staff and representatives of Orchard Hiltz &amp; McCliment.</p> <p>This Construction estimate includes work completed through September 30, 2017. At that time Cloverdale, Hayden, and Warner Prospect, Heritage, and Hillcrest Streets have been resurfaced and restoration is nearing completion. OHM and Administrative staff are reviewing final punch list items. Although work has been completed, this is not a final Construction Estimate.</p>			
<b>Materials Attached</b> OHM Change Order No.1 OHM Recommendation of Payment No.3			
<b>Agenda Review</b>			
<b>Department Head</b>	<b>Finance/Treasurer</b>	<b>City Attorney</b>	<b>City Manager</b>



ARCHITECTS. ENGINEERS. PLANNERS.

October 11, 2017

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

Regarding: 2017 Farmington HMA Maintenance  
OHM Job No. 0111-17-0010

Dear Mr. Eudy:

Enclosed are Payment Application No. 3, a Contractor's Declaration and Change Order No. 1 for the referenced project. We would recommend approval of this Change Order. If you concur, please sign and return a pdf to OHM for our files.

Pro-Line Asphalt Paving Corporation. has completed the work shown on the attached payment application for the period ending October 6, 2017 and we would recommend payment to the Contractor in the amount of **\$98,541.19**.

Sincerely,  
OHM Advisors

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

---

Matt Parks, P.E.  
Project Manager

cc: Matthew Jones, Pro-Line Asphalt (via email)  
Michelle Adams, Pro-Line Asphalt (via email)  
Mitch Master, OHM (via e-mail)  
Jessica Howard, OHM (via e-mail)  
File

P:\0101\_0125\0111170010\_2017\_Farmington\_Rd\_HMA\_Maint\_\Construction\Pay App\_CO\Pay Apps\No.3\2017 Farmington HMA Maint\_Pay.App3\_CO No.1.docx

**OHM** Advisors

34000 PLYMOUTH ROAD  
LIVONIA, MICHIGAN 48150

T 734.522.6711  
F 734.522.6427

OHM-Advisors.com

# CHANGE ORDER



**Project:** City of Farmington - 2017 Farmington Roads HMA Maintenance

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

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

**Job Number:** 0111-17-0011

**Change Order Number:** 1

**Date:** 10/6/2017

**Print Date:** 10/6/2017

**Note:**

**TO THE CONTRACTOR:**

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

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

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

THE CONTRACT AMOUNT WILL BE CHANGED BY THE SUM OF:

Original Contract Amount:	\$14,748.23
Contract Amount Including Previous Change Orders:	\$421,396.20
Amount of this Change Order:	\$14,748.23
<b>REVISED CONTRACT AMOUNT:</b>	<b>\$436,144.43</b>

**Accepted By**

Pro-Line Asphalt Paving Corporation

**Approved By**

Chuck Eudy - Public Works Superintendent  
- City of Farmington

**Reviewed By**

Matt Parks, Principal

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: 2017.10.11 09:12:55 -0400

Date 10-10-17

Date 10/11/17

Date 10/11/17

**Items**

Item No.	Description	Previous Authorized Quantity	Quantity Change	New Authorized Quantity	Unit Price	Total Increase
<b>THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT</b>						
<b>Division: A - Division I: Heritage</b>						
5	Remove Concrete Curb and Gutter Balance Item	233.00 Foot	2.00	235.00	\$15.73	\$31.46
12	Concrete Curb and Gutter, Det D2 Balance Item	233.00 Foot	2.00	235.00	\$23.98	\$47.96
13	Adjust Drainage/Utility Structure Balance Item	2.00 Each	1.00	3.00	\$627.54	\$627.54
<b>SUB-TOTAL INCREASES DIVISION A - Division I: Heritage:</b>						<b>\$706.96</b>
<b>Division: B - Division II: Cloverdale</b>						
21	Remove Concrete Curb and Gutter Balance Item	52.00 Foot	80.20	132.20	\$21.00	\$1,684.20
22	Cold Milling HMA Surface Balance Item	1220.00 Square Yard	118.00	1338.00	\$4.20	\$495.60
23	Remove Pavement Balance Item	100.00 Square Yard	28.00	128.00	\$27.81	\$778.68
29	Concrete Curb and Gutter, Det F4 Balance Item	52.00 Foot	95.20	147.20	\$26.37	\$2,510.42
30	Concrete, Nonreinf, 8 inch Balance Item	100.00 Square Yard	28.00	128.00	\$50.35	\$1,409.80
31	Sidewalk Ramp, Conc, 6 inch Balance Item	100.00 Square Feet	72.30	172.30	\$5.75	\$415.73
<b>SUB-TOTAL INCREASES DIVISION B - Division II: Cloverdale:</b>						<b>\$7,294.43</b>
<b>Division: C - Division III: Prospect</b>						
41	Remove Concrete Curb and Gutter Balance Item	42.00 Foot	46.50	88.50	\$24.44	\$1,136.46
49	Concrete Curb and Gutter, Det F4 Balance Item	42.00 Foot	46.50	88.50	\$26.37	\$1,226.21
50	Sidewalk Ramp, Conc, 6 inch Balance Item	100.00 Square Feet	143.00	243.00	\$5.75	\$822.25
51	Sidewalk, Conc, 4 inch Balance Item	431.00 Square Feet	54.00	485.00	\$4.80	\$259.20
53	Adjust Drainage/Utility Structure Balance Item	1.00 Each	0.25	1.25	\$627.54	\$156.89
<b>SUB-TOTAL INCREASES DIVISION C - Division III: Prospect:</b>						<b>\$3,601.00</b>
<b>Division: D - Division IV: Hayden</b>						
60	Remove Concrete Curb and Gutter Balance Item	64.00 Foot	27.50	91.50	\$20.10	\$552.75
62	Remove Pavement Balance Item	200.00 Square Yard	72.20	272.20	\$23.12	\$1,669.26
63	Remove Sidewalk Balance Item	53.00 Square Yard	1.20	54.20	\$18.79	\$22.55
68	Concrete Curb and Gutter, Det F4 Balance Item	64.00 Foot	27.50	91.50	\$26.37	\$725.18
69	Concrete, Nonreinf, 8 inch Balance Item	200.00 Square Yard	72.20	272.20	\$50.35	\$3,635.27
70	Sidewalk Ramp, Conc, 6 inch Balance Item	100.00 Square Feet	83.35	183.35	\$5.75	\$479.26
73	Adjust Drainage/Utility Structure Balance Item	1.00 Each	5.10	6.10	\$627.54	\$3,200.45
<b>SUB-TOTAL INCREASES DIVISION D - Division IV: Hayden:</b>						<b>\$10,284.72</b>
<b>Division: E - Division V: Warner</b>						
83	Remove Pavement Balance Item	200.00 Square Yard	103.00	303.00	\$23.12	\$2,381.36
89	Concrete, Nonreinf, 8 inch Balance Item	200.00 Square Yard	103.00	303.00	\$50.35	\$5,186.05
90	Adjust Drainage/Utility Structure Balance Item	1.00 Each	5.52	6.52	\$627.54	\$3,464.02
<b>SUB-TOTAL INCREASES DIVISION E - Division V: Warner:</b>						<b>\$11,031.43</b>
<b>Division: F - Division VI: Hillcrest</b>						
<b>Additional Items to the Contract:</b>						
93	Mobilization, Max. 5% Additional Item	0.00 Each	1.00	1.00	\$6,250.00	\$6,250.00
94	Traffic Maintenance and Control Additional Item	0.00 Each	1.00	1.00	\$4,500.00	\$4,500.00
95	Erosion Control, Inlet Protection, Fabric Drop Additional Item	0.00 Each	3.00	3.00	\$86.52	\$259.56
96	Cold Milling HMA Surface Additional Item	0.00 Square Yard	2768.80	2768.80	\$5.78	\$16,003.66
98	Machine Grading Additional Item	0.00 Sta	11.20	11.20	\$590.89	\$6,617.97

City of Farmington - 2017 Farmington Roads HMA Maintenance

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

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

Division: A - Division I: Heritage

6 Cold Milling HMA Surface Balance Item	2830.00 Square Yard	-149.77	2680.23	\$3.12	(\$467.28)
7 Remove Pavement Balance Item	34.00 Square Yard	-34.00	0.00	\$27.36	(\$930.24)
8 Underdrain, Subgrade, 6 inch Balance Item	50.00 Foot	-50.00	0.00	\$34.31	(\$1,715.50)
9 Maintenance Aggregate, 21AA Balance Item	50.00 Ton	-45.00	5.00	\$38.74	(\$1,743.30)
10 HMA, 13A Balance Item	470.00 Ton	-175.18	294.82	\$87.37	(\$15,305.48)
11 HMA, 13A (Driveway) Balance Item	10.00 Ton	-6.00	4.00	\$223.78	(\$1,342.68)
14 Adjust Drainage/Utility Structure, Additional Depth Balance Item	2.00 Foot	-2.00	0.00	\$289.79	(\$579.58)
SUB-TOTAL DECREASES DIVISION A - Division I: Heritage:					(\$22,084.06)

Division: B - Division II: Cloverdale

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

Division: C - Division III: Prospect

42 Cold Milling HMA Surface Balance Item	1678.00 Square Yard	-183.88	1494.12	\$5.78	(\$1,062.83)
44 Underdrain, Subgrade, 6 inch Balance Item	50.00 Foot	-50.00	0.00	\$34.31	(\$1,715.50)
45 Machine Grading Balance Item	5.25 Sta	-5.25	0.00	\$590.89	(\$3,102.17)
46 Subgrade Undercutting, Type II Mod Balance Item	100.00 Cubic Yard	-100.00	0.00	\$53.13	(\$5,313.00)
47 Maintenance Aggregate, 21AA Balance Item	20.00 Ton	-20.00	0.00	\$60.91	(\$1,218.20)
SUB-TOTAL DECREASES DIVISION C - Division III: Prospect:					(\$12,411.70)

Division: D - Division IV: Hayden

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

Division: E - Division V: Warner

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

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

PAYMENT APPLICATION



Project: City of Farmington - 2017 Farmington Roads HMA Maintenance

Job Number: 0111-17-0011

Number: 3

Period End Date: 10/6/2017

Status: Approved

Contract Start Date: 4/24/2017

Contract End Date: 6/30/2017

Contract Duration: 67

Print Date: 10/11/2017

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

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

SCHEDULE On  
STATUS:

NOTE:

Original Contract Amount:  
Change Orders Amount:  
Current Contract Amount:

\$421,396.20  
\$14,748.23  
\$436,144.43

Change Order 1: \$14,748.23

Earnings This Period: \$98,541.19  
Earnings To Date: \$410,752.72  
Previous Retainage Amount: \$21,807.22  
Retainage This Period: \$0.00  
Less Total Retained To Date: \$21,807.22  
Net Earned: \$388,945.50  
Previous Earnings: \$290,404.32  
Amount Due Contractor: \$98,541.19

Retainage: 5% of Contract Including Previous Change Orders Amount

Approved By: Chuck Eudy - Public Works Superintendent - City of Farmington

Date: 10/11/17

Reviewed By: Matt Parks, Principal

Matthew D Parks

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

Date: 10/11/17

OHM Advisors  
34000 Plymouth Road  
Livonia, MI 48150

(734) 522-6711

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Items

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
<b>Division: A - Division I: Heritage</b>									
1	Mobilization, Max 5%, Div. I	1.00 Ls	1.00	\$3,500.00	0.00	0.00	\$0.00	1.00	\$3,500.00
2	Traffic Maintenance and Control, Div. I	1.00 Ls	1.00	\$1,792.78	0.00	0.00	\$0.00	1.00	\$1,792.78
3	Audio Video Route Survey, Div. I	1.00 Ls	1.00	\$527.46	0.00	0.00	\$0.00	1.00	\$527.46
4	Erosion Control, Inlet Protection, Fabric Drop	11.00 Each	11.00	\$86.52	0.00	0.00	\$0.00	8.00	\$692.16
5	Remove Concrete Curb and Gutter	233.00 Foot	235.00	\$15.73	0.00	0.00	\$0.00	235.00	\$3,696.55
6	Cold Milling HMA Surface	2830.00 Square Yard	2680.23	\$3.12	0.00	0.00	\$0.00	2680.23	\$8,362.32
7	Remove Pavement	34.00 Square Yard	0.00	\$27.36	0.00	0.00	\$0.00	0.00	\$0.00
8	Underdrain, Subgrade, 6 inch	50.00 Foot	0.00	\$34.31	0.00	0.00	\$0.00	0.00	\$0.00
9	Maintenance Aggregate, 21AA	50.00 Ton	5.00	\$38.74	0.00	0.00	\$0.00	5.00	\$193.70
10	HMA, 13A	470.00 Ton	294.82	\$87.37	0.00	0.00	\$0.00	294.82	\$25,758.42
11	HMA, 13A (Driveway)	10.00 Ton	4.00	\$223.78	0.00	0.00	\$0.00	4.00	\$895.12
12	Concrete Curb and Gutter, Det D2	233.00 Foot	235.00	\$23.98	0.00	0.00	\$0.00	235.00	\$5,635.30
13	Adjust Drainage/Utility Structure, Additional Depth	2.00 Foot	3.00	\$627.54	0.00	0.00	\$0.00	3.00	\$1,882.62
14	Turf Establishment, Div. I	2.00 Foot	0.00	\$239.79	0.00	0.00	\$0.00	0.00	\$0.00
15		9.50 Sta	9.50	\$153.44	0.00	0.00	\$0.00	4.75	\$728.94
<b>A - Division I: Heritage Sub-Total:</b>									<b>\$53,665.27</b>
<b>Retainage</b>									<b>\$0.00</b>
<b>Division: C - Division III: Prospect</b>									
37	Mobilization, Max 5%, Div. III	1.00 Ls	1.00	\$3,500.00	0.00	0.00	\$0.00	1.00	\$3,500.00
38	Traffic Maintenance and Control, Div. III	1.00 Ls	1.00	\$2,603.74	0.00	0.00	\$0.00	1.00	\$2,603.74
39	Audio Video Route Survey, Div. III	1.00 Ls	1.00	\$527.46	0.00	0.00	\$0.00	1.00	\$527.46
40	Erosion Control, Inlet Protection, Fabric Drop	5.00 Each	5.00	\$86.52	0.00	0.00	\$0.00	5.00	\$432.60
41	Remove Concrete Curb and Gutter	42.00 Foot	88.50	\$24.44	0.00	0.00	\$0.00	88.50	\$2,162.94
42	Cold Milling HMA Surface	1678.00 Square Yard	1494.12	\$5.78	0.00	0.00	\$0.00	1494.12	\$8,636.01
43	Remove Sidewalk	59.00 Square Yard	59.00	\$18.14	0.00	0.00	\$0.00	53.90	\$977.75
44	Underdrain, Subgrade, 6 inch	50.00 Foot	0.00	\$34.31	0.00	0.00	\$0.00	0.00	\$0.00
45	Machine Grading	5.25 Sta	0.00	\$590.89	0.00	0.00	\$0.00	0.00	\$0.00
46	Subgrade Undercutting, Type II Mod	100.00 Cubic Yard	0.00	\$53.13	0.00	0.00	\$0.00	0.00	\$0.00
47	Maintenance Aggregate, 21AA	20.00 Ton	0.00	\$60.91	0.00	0.00	\$0.00	0.00	\$0.00
48	HMA, 13A	470.00 Ton	470.00	\$82.78	0.00	0.00	\$0.00	398.17	\$32,960.51
49	Concrete Curb and Gutter, Det F4	42.00 Foot	88.50	\$28.37	0.00	0.00	\$0.00	88.50	\$2,393.75
50	Sidewalk Ramp, Conc, 6 inch	100.00 Square Feet	243.00	\$5.75	0.00	0.00	\$0.00	243.00	\$1,397.25
51	Sidewalk, Conc, 4 inch	431.00 Square Feet	485.00	\$4.80	0.00	0.00	\$0.00	485.00	\$2,328.00
52	Detectable Warning Surface	20.00 Foot	20.00	\$33.57	0.00	0.00	\$0.00	20.00	\$671.40
53	Adjust Drainage/Utility Structure	1.00 Each	1.25	\$627.54	0.00	0.00	\$0.00	1.25	\$784.43

OHM Advisors  
 34000 Plymouth Road  
 Livonia, MI 48150

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Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
54	Turf Establishment, Div. III	5.25 Sqa	5.25	\$153.44	0.00	0.00	\$0.00	2.63	\$403.55
C - Division III: Prospect Sub-Total:							\$0.00		\$59,719.38
Retainage							\$0.00		
Division: B - Division II: Cloverdale									
16	Mobilization, Max. 5%, Div. II	1.00 Ls	1.00	\$3,000.00	0.00	0.00	\$0.00	1.00	\$3,000.00
17	Traffic Maintenance and Control, Div. II	1.00 Ls	1.00	\$2,766.25	0.00	0.00	\$0.00	1.00	\$2,766.25
18	Audio Video Route Survey, Div. II	1.00 Ls	1.00	\$527.46	0.00	0.00	\$0.00	1.00	\$527.46
19	Erosion Control, Inlet Protection, Fabric Drop	1.00 Each	0.00	\$86.52	0.00	0.00	\$0.00	0.00	\$0.00
20	Pavement Joint and Crack Repair, Det 7	840.00 Foot	293.00	\$4.94	0.00	0.00	\$0.00	293.00	\$1,447.42
21	Remove Concrete Curb and Gutter	52.00 Foot	132.20	\$21.00	0.00	0.00	\$0.00	132.20	\$2,776.20
22	Cold Milling HMA Surface	1220.00 Square Yard	1338.00	\$4.20	0.00	0.00	\$0.00	1338.00	\$5,619.60
23	Remove Pavement	100.00 Square Yard	128.00	\$27.81	0.00	0.00	\$0.00	128.00	\$3,559.68
24	Remove Sidewalk	74.00 Square Yard	74.00	\$17.29	0.00	0.00	\$0.00	59.00	\$1,020.11
25	Underdrain, Subgrade, 6 inch	50.00 Foot	50.00	\$34.31	0.00	0.00	\$0.00	19.00	\$651.89
26	Maintenance Aggregate, 21AA	25.00 Ton	0.00	\$60.91	0.00	0.00	\$0.00	0.00	\$0.00
27	HMA, 13A	235.00 Ton	124.82	\$90.91	0.00	0.00	\$0.00	124.82	\$11,347.39
28	Hand Patching	20.00 Ton	20.00	\$157.65	0.00	0.00	\$0.00	5.09	\$802.44
29	Concrete Curb and Gutter, Det F4	52.00 Foot	147.20	\$26.37	0.00	0.00	\$0.00	147.20	\$3,881.66
30	Concrete, Nonrein, 8 inch	100.00 Square Yard	128.00	\$50.35	0.00	0.00	\$0.00	128.00	\$6,444.80
31	Sidewalk Ramp, Conc. 6 inch	100.00 Square Feet	172.30	\$5.75	0.00	0.00	\$0.00	172.30	\$990.73
32	Sidewalk, Conc. 4 inch	607.00 Square Feet	487.60	\$4.80	0.00	0.00	\$0.00	487.60	\$2,340.48
33	Detectable Warning Surface	23.00 Foot	23.00	\$33.57	0.00	0.00	\$0.00	23.00	\$772.11
34	Adjust Drainage/Utility Structure	1.00 Each	0.00	\$627.54	0.00	0.00	\$0.00	0.00	\$0.00
35	Adjust Drainage/Utility Structure, Additional Depth	1.00 Foot	0.00	\$289.79	0.00	0.00	\$0.00	0.00	\$0.00
36	Turf Establishment, Div. II	3.50 Sqa	3.50	\$153.44	0.00	0.00	\$0.00	1.75	\$268.52
B - Division II: Cloverdale Sub-Total:							\$0.00		\$48,216.73
Retainage							\$0.00		
Division: D - Division IV: Hayden									
55	Mobilization, Max. 5%, Div. IV	1.00 Ls	1.00	\$5,000.00	0.00	0.00	\$0.00	1.00	\$5,000.00
56	Traffic Maintenance and Control, Div. IV	1.00 Ls	1.00	\$2,698.82	0.00	0.00	\$0.00	1.00	\$2,698.82
57	Audio Video Route Survey, Div. IV	1.00 Ls	1.00	\$527.46	0.00	0.00	\$0.00	1.00	\$527.46
58	Erosion Control, Inlet Protection, Fabric Drop	9.00 Each	8.00	\$86.52	0.00	0.00	\$0.00	8.00	\$692.16
59	Pavement Joint and Crack Repair, Det 7	2432.00 Foot	416.40	\$3.33	0.00	0.00	\$0.00	416.40	\$1,386.61
60	Remove Concrete Curb and Gutter	64.00 Foot	91.50	\$20.10	0.00	0.00	\$0.00	91.50	\$1,839.15
61	Cold Milling HMA Surface	3446.00 Square Yard	3446.00	\$2.77	0.00	0.00	\$0.00	3386.00	\$9,379.22
62	Remove Pavement	200.00 Square Yard	272.20	\$23.12	0.00	0.00	\$0.00	272.20	\$6,293.26
63	Underdrain, Subgrade, 6 inch	53.00 Square Yard	54.20	\$18.79	0.00	0.00	\$0.00	54.20	\$1,018.42
64	Remove Sidewalk	50.00 Foot	19.00	\$34.31	0.00	0.00	\$0.00	19.00	\$651.89
65	Maintenance Aggregate, 21AA	25.00 Ton	25.00	\$60.91	0.00	0.00	\$0.00	0.00	\$0.00

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Livonia, MI 48150

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Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
66	HMA, 13A	670.00 Ton	300.00	\$78.90	0.00	0.00	\$0.00	300.00	\$23,670.00
67	Hand Patching	9.00 Ton	9.00	\$182.45	0.00	0.00	\$0.00	2.50	\$456.13
68	Concrete Curb and Gutter, Det F4	64.00 Foot	91.50	\$26.37	0.00	0.00	\$0.00	91.50	\$2,412.86
69	Concrete, Nonrein, 8 inch	200.00 Square Yard	272.20	\$50.35	0.00	0.00	\$0.00	272.20	\$13,705.27
70	Sidewalk Conc, Conc, 6 inch	100.00 Square Feet	183.35	\$5.75	0.00	0.00	\$0.00	183.35	\$1,054.26
71	Sidewalk Conc, 4 inch	434.00 Square Feet	285.50	\$4.80	0.00	0.00	\$0.00	285.50	\$1,370.40
72	Detachable Warning Surface	20.00 Foot	15.00	\$33.57	0.00	0.00	\$0.00	15.00	\$503.55
73	Adjust Drainage/Utility Structure	1.00 Each	6.10	\$627.54	0.00	0.00	\$0.00	6.10	\$3,827.99
74	Adjust Drainage/Utility Structure, Additional Depth	1.00 Foot	0.00	\$289.79	0.00	0.00	\$0.00	0.00	\$0.00
75	Turf Establishment, Div. IV	9.63 Sta	9.63	\$153.44	0.00	0.00	\$0.00	4.82	\$739.58
D - Division IV: Hayden Sub-Total:									\$77,227.03
Retainage									\$0.00
Division: E - Division V: Warner									
76	Mobilization, Max. 5%, Div. V	1.00 Ls	1.00	\$5,000.00	0.00	0.00	\$0.00	1.00	\$5,000.00
77	Traffic Maintenance and Control, Div. V	1.00 Ls	1.00	\$1,003.50	0.00	0.00	\$0.00	1.00	\$1,003.50
78	Audio Video Route Survey, Div. V	1.00 Ls	1.00	\$527.46	0.00	0.00	\$0.00	1.00	\$527.46
79	Erosion Control, Inlet Protection, Fabric Drop	8.00 Each	8.00	\$86.52	0.00	0.00	\$0.00	8.00	\$692.16
80	Pavement Joint and Crack Repair, Det 7	2367.00 Foot	215.20	\$3.35	0.00	0.00	\$0.00	215.20	\$720.92
81	Remove Concrete Curb and Gutter	40.00 Foot	40.00	\$24.23	0.00	0.00	\$0.00	0.00	\$0.00
82	Cold Milling HMA Surface	3315.00 Square Yard	3315.00	\$3.40	0.00	0.00	\$0.00	3227.00	\$10,971.80
83	Remove Pavement	200.00 Square Yard	303.00	\$23.12	0.00	0.00	\$0.00	303.00	\$7,005.36
84	Underdrain, Subgrade, 6 inch	50.00 Foot	20.00	\$94.31	0.00	0.00	\$0.00	20.00	\$686.20
85	Maintenance Aggregate, 21AA	25.00 Ton	0.00	\$60.91	0.00	0.00	\$0.00	0.00	\$0.00
86	HMA, 13A	640.00 Ton	332.36	\$78.96	0.00	0.00	\$0.00	332.36	\$26,243.15
87	Hand Patching	9.00 Ton	9.00	\$182.45	0.00	0.00	\$0.00	2.50	\$456.13
88	Concrete Curb and Gutter, Det F4	40.00 Foot	0.00	\$26.37	0.00	0.00	\$0.00	0.00	\$0.00
89	Concrete, Nonrein, 8 inch	200.00 Square Yard	303.00	\$50.35	0.00	0.00	\$0.00	303.00	\$15,256.05
90	Adjust Drainage/Utility Structure	1.00 Each	6.52	\$627.54	0.00	0.00	\$0.00	6.52	\$4,091.56
91	Adjust Drainage/Utility Structure, Additional Depth	1.00 Foot	0.00	\$289.79	0.00	0.00	\$0.00	0.00	\$0.00
92	Turf Establishment, Div. V	9.50 Sta	9.50	\$153.44	0.00	0.00	\$0.00	4.75	\$728.94
E - Division V: Warner Sub-Total:									\$73,383.12
Retainage									\$0.00
Division: F - Division VI: Hillcrest									
93	Mobilization, Max. 5%	0.00 Each	1.00	\$6,250.00	1.00	0.00	\$6,250.00	1.00	\$6,250.00
94	Traffic Maintenance and Control	0.00 Each	1.00	\$4,500.00	1.00	0.00	\$4,500.00	1.00	\$4,500.00
95	Erosion Control, Inlet Protection, Fabric Drop	0.00 Each	3.00	\$86.52	3.00	0.00	\$259.56	3.00	\$259.56
96	Cold Milling HMA Surface	0.00 Square Yard	2768.80	\$5.78	3.00	0.00	\$16,003.66	2768.80	\$16,003.66
98	Machine Grading	0.00 Sta	11.20	\$590.89	11.20	0.00	\$6,617.97	11.20	\$6,617.97
101	HMA, 13A	0.00 Ton	770.61	\$82.78	770.61	0.00	\$63,791.10	770.61	\$63,791.10
OHM Advisors									(734) 522-6711
34000 Plymouth Road									OHM-Advisors.com
Livonia, MI 48150									

City of Farmington - 2017 Farmington Roads HMA Maintenance

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

OHM Advisors  
 34000 Plymouth Road  
 Livonia, MI 48150

(734) 522-6711

OHM-Advisors.com



<b>Farmington City Council Agenda Item</b>	<b>Council Meeting Date: October 16, 2017</b>	<b>Item Number 71</b>
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**Submitted by:** David M. Murphy, City Manager

**Agenda Topic**  
 Consideration of Sale of Land Agreement with Ten Mile Development Group, LLC, for the sale of the former 47<sup>th</sup> District Courthouse Property

**Proposed Motion**  
 Approve Sale of Land Agreement with Ten Mile Development Group, LLC, subject to final review and approval by City Manager and City Attorney minor and non-substantive amendments as to form.

**Background**  
 The City Council has met with a number of interested purchasers of the former courthouse property over the past several months (and others in the many months before that). At its October 2, 2017 meeting the City Council directed the City Administration and City Attorney's office to meet and negotiate a written purchase agreement with Boji Development, Inc. (Ten Mile Development Group, LLC), based in Farmington Hills. The purchase price is \$250,000, payable at closing.

The proposal is for up to 14 detached single-family homes, in a for-sale condominium development. The agreement calls for a \$20,000 good faith deposit. The Developer has 60 days to complete its due diligence as to the condition of the property (environmental assessments, soils, survey, etc.). The Developer will also have 60 days to submit a PUD application, and 6 months to complete the PUD approval process. The deposit is refundable to the Developer if the agreement is terminated because of title issues or if the City fails to approve the PUD within the 6-month period. However, if the Developer fails to submit a PUD application timely within 60 days, or if the Developer fails to diligently pursue the PUD approval and does not cure that failure on 30 days' notice by the City, then the City may declare the deposit forfeited.

Attachments.

**Materials Attached**  
 Draft Sale of Land Agreement with Ten Mile Development Group, LLC

<b>Agenda Review</b>			
<b>Department Head</b>	<b>Finance/Treasurer</b>	<b>City Attorney</b>	<b>City Manager</b>

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

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

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

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

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

B. Purchaser desires to acquire the Property for development;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

CITY OF FARMINGTON  
a Michigan municipal corporation,

\_\_\_\_\_

By \_\_\_\_\_  
William Galvin, Mayor

\_\_\_\_\_

By \_\_\_\_\_  
Sue Halberstadt, City Clerk

WITNESSES:

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

\_\_\_\_\_

By \_\_\_\_\_  
Francis Boji, Member

## **EXHIBIT LIST**

- EXHIBIT A            Legal description of entire Property (exclude existing and future right-of-way for Ten Mile).
- EXHIBIT B            Purchaser Proposal to acquire and develop the Property, including Conceptual Plans and elevations.
- EXHIBIT C            Affidavit of Compliance.

draft