



Regular City Council Meeting
7:00 p.m., Monday, August 19, 2019
City Council Chambers
23600 Liberty Street
Farmington, MI 48335

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 Board and Commissions**
 - B. **Farmington City Council Minutes**
 - C. **Farmington Monthly Payments Report**
 - D. **Farmington Public Safety Monthly Report**
 - E. **Special Event: Annual Patriots Day Memorial Service**
 - F. **Consideration to approve Operation & Maintenance Agreement from OCWRC for the maintenance of City of Farmington 9 Mile Retention Basin, 9 Mile Water Booster Station & Water Reservoir**
 - G. **Accept the resignation of Doug Reynolds from the Emergency Preparedness Commission**
 - H. **Brownfield Redevelopment Authority Appointments and Resignation**
5. **APPROVAL OF REGULAR AGENDA**
6. **NEW BUSINESS**
 - A. **Appoint a delegate for the Annual MML Convention September 25-27, 2019**
 - B. **Consideration to approve Oakland Street pay estimate**
 - C. **Consideration to accept Construction Estimate No. 4 for the 2018 Farmington Roads Maintenance & Rehabilitation**
 - D. **Consideration to approve the Interim Governor Warner Mansion Executive Director contract**
7. **DEPARTMENT COMMENT**
8. **CITY COUNCIL COMMENTS**
9. **ADJOURNMENT**

Farmington City Council Staff Report	Council Meeting Date: August 19, 2019	Item Number 4A
Submitted by: Melissa Andrade		
<u>Agenda Topic:</u> Accept Minutes from City's Boards and Commissions		
CIA: July 2019 DDA: July 2019 Historical: June 2019 Parking: May 2019 Planning: June 2019 ZBA: August agenda not yet approved Library: July agenda not yet approved Farmington/Farmington Hills Arts Commission: June minutes not yet approved Commission on Children, Youth and Families: May and June minutes not yet approved Emergency Preparedness Committee: July 2019		

**CITY OF FARMINGTON
GRAND RIVER CORRIDOR IMPROVEMENT AUTHORITY
MINUTES
July 11, 2019**

CALL TO ORDER

The Farmington Grand River Corridor Improvement Authority meeting was called to order at 8:03 a.m. by Economic and Community Development Director Christiansen.

Members Present: Accettura, Bowman, Carron, King, O'Dell, Thomas
Members Absent: Graham
Staff: Christiansen

APPROVAL OF AGENDA

Motion by Carron, supported by Bowman to approve the agenda. Motion approved unanimously.

APPROVAL OF MINUTES

A. Motion by Bowman, supported by Carron to approve the May 9, 2019 minutes. Motion approved unanimously.

ADOPTION OF 2019/2020 BUDGET

Motion by Carron, supported by O'Dell to adopt 2019/2020 budget. Motion approved unanimously.

DISCUSSION OF UPDATE TO GRAND RIVER CORRIDOR IMPROVEMENT AUTHORITY 2013 VISION PLAN

Christiansen reviewed and discussed the Grand River Corridor Improvement Authority 2013 Vision Plan with the Board. The Board provided comments regarding the proposed future land use plan and potential redevelopment sites/opportunities throughout the Grand River corridor. Discussion is intended to be on-going and will continue at the August 8th meeting.

PUBLIC COMMENT

None.

BOARD COMMENT

None.

ADJOURNED AT 9:08 a.m.



FARMINGTON DOWNTOWN DEVELOPMENT AUTHORITY
Meeting Minutes
Wednesday, July 10, 2019
Farmington City Hall

The July 10th meeting was called to order by Todd Craft at 6:07 p.m.

REGULAR AGENDA

1. Roll Call

Todd Craft, Sean Murphy, Tom Pascaris, Micki Skryzcki, Steve Schneemann, Tom Buck (6:36 arrival), Rachel Gallagher (6:39 arrival)

Others present: Kate Knight, Jessica Westendorf

Absent: Kathy Griswold, Stephanie Clement

2. Approval of Items on Consent Agenda

a. Financial Report

b. Minutes: June 5, 2019 Regular Meeting

Motion to approve items on the consent agenda

Result: Approved, 7-0 [Unanimous]

Moved: Skryzcki

Seconded: Schneemann

3. Approval of Regular Agenda

Motion to approve items on the regular agenda

Result: Approved, 7-0 [Unanimous]

Mover: Schneemann

Secunder: Murphy

4. Public Comment

Craft opened and closed public comment at 6:07

5. Financial Snapshot

No questions regarding financial snapshot.

6. Executive Director Update

- LunchBeats great turnout- averaged 50 last year, double this year.
- Rhythms in Riley Park- large turnout. Over 600 at DigAPhony.
- Ongoing work with Beaumont for sponsorship.
- New beautiful red furniture is installed at Riley Park!
- Façade improvement unveiled a few weeks ago. Four parties have applied and are interested.
- ZingTrain- Well received. Skryzcki attended- Phenomenal. Great complete presentation. Practical wisdom.
- MSOC- Working on promotional website. Downtown Farmington is at Select platform level with MSOC, will launch community calendar end of next month.
- Metromode- continuing to use content.

- Construction on Oakland Street starts tomorrow! Wednesday at 9am weekly meeting.
- Salem United Church of Christ- parking lot to arrange leasing to supply additional long term parking for downtown employees and patrons. Estimating \$500-600/month, Discussion of lease terms. Flexibility to be able to exit agreement at any time.

7. Committee Updates:

a. Design Committee

- Knight: Beginning of large project next week: Oakland Street Reconstruction and Streetscape.
- Discussion of when committee will begin to discuss Farmington Road. Soon- taking into account timeline of grant and construction costs.
- MEDC Michigan legislature changes could impact redevelopment ready.

b. Public Art Committee

- Knight: Received several applications for the 80 years of Cinema project. Meeting with artist regarding how Call to Art was worded resulting in literal translation.
- Doug Delind firing raku pieces from interactive AoG exhibit.
- KickstArt- active and running parallel to other projects in the community. Pop up with AJ Cooke's work during Founders Festival. Shakespeare Festival in August.
- Craft- Blue Dog in Douglas, MI. Discussed possibility of moving forward. Placemaking Grant could be applicable.

c. Promotions Committee

- Murphy Update: Discussion of voice, some Facebook posts may be off voice. Explore how to stabilize brand voice on social media.
- Water bill Insert- Buckslips of LunchBeats, Rhythms, and Founders.
- Discussion of not overloading waterbill. Low cost only \$6 to cut!
- Promotional vinyl displays on windows for vacant properties. IE Ladies Night Out, What's Up Downtown- bottom 3rd of window – code compliant.

d. Founders Festival Committee

- Grace Insurance building Art Display with AJ Cooke & KickstArt
- Sidewalk Sales
- Overview of Downtown Dash presented by Tre Sorelle- loop in with Art Display- DDA supporting Co-Op.

e. Harvest Moon Committee

- Update from Westendorf- planning is moving along, with plan to march in parade, food- Taste of Farmington and food trucks, ticket sales through Groupon, signup genius, etc.
- Parade, Jeff Rose- interested in food trucks Caya- from Skryzcki.
- Buck- Concern with food trucks competing with restaurants.
- Discussion regarding food trucks and general interest of community. Raising awareness and generating a trip to town vs cannibalizing tax paying restaurants.

8. Other Business

- Schneemann- requesting clarification on the FOIA. Skryzcki/Buck/Knight update- Resident requesting survey results regarding Founders Festival. Resident wanted to know which businesses were opposed to Founder's Festival being downtown.
- Buck- Sidewalks near 33318-14 are torn up. Lots of crack violations all along sidewalks. Would like to see attention on subject (handed out images showing cracks). Asking Knight to advocate to the city to repair. Knight requested preferred contractors if there is one in mind.
- Gallagher- Request we do a walk through downtown as a group. Take notes, request council to join us.
- Murphy- Updates on Samurai? Knight: They have been instructed to have the house down by Founders, or put up screening fence.

9. Board Comment

- Buck- Founders Festival- Need to have a high degree of excitement. It's an important event for the community! Wishing success to the community.
- Craft- Thank you to everyone for kind words and thoughts about the passing of his father.

10. Adjournment

Motion to approve items on the regular agenda

Result: Approved [Unanimous]

Moved: Schneemann

Seconded: Gallagher

Respectfully Submitted,

Jessica Westendorf
Promotions Coordinator
Farmington DDA

The next regular meeting will be held at 6:00 p.m. on Wednesday, August 7th, 2019, in the conference room at Farmington City Hall.

Historical Commission Regular Meeting

June 27, 2019

1. Call to order 7:25 pm.
2. Roll call - Ben Wolocko, Sharon Bernath absent
3. Approval of agenda - Agenda amended to include roofing project at 33315 Oakland. Moved Gundlach, seconded Schroer, all ayes
4. Public Comment - none
5. Approval of minutes - April 25, 2019 regular meeting, moved Schroer, seconded Grattan, all ayes.
6. Financial report - recent Mansion transactions provided
7. Warner Mansion activities - Commission sponsors Porch Party in August. Sing along porch party July 11, Flea Market during Founders Day July 19 & 20. Need donations and helpers. Kim Shay resigned as Director, last day June 30. City plans to postpone search for a new director until the end of the year.
8. New Business
 - a. Roof replacement at 33315 Oakland, color change from light grey to charcoal, approved
 - b. Election of Officers - chair Laura Myers, vice chair Chris Schroer, treasurer Sharon Bernath, secretary TBD
 - c. Tyler Leitow resigned, citing a new baby and other commitments.
 - d. Approved bylaws changing number of commissioners from nine to seven.
9. Old Business
 - a. Warner Mansion fountain repair - Keith Grattan will inspect.
 - b. Historic District Survey - Finished determining contributing and non contributing structures.
Need to confirm entire list with a quorum present.
10. Correspondence and communication - none
11. Commission Comments - Ben Wolocko's wife Betty passed away last week. Memorial June 22.
12. Adjournment 9:00 pm.

Meeting Minutes
Farmington Parking Advisory Committee
June 19, 2019

Attendees

Kenneth Crutcher <crutcherk@crutcherstudio.com>,
David Murphy <DMurphy@farmgov.com>,
Frank Demers <FDemers@farmgov.com>
Chris Halas <ch.halas@gmail.com>,
Joe Mantey <cheeseladyfarmington@gmail.com>
Rachel Gallagher <rachelegallagher@aol.com>

Agenda

1. Roll call - 7:04 p.m.

2. Approval of the agenda -

Crutcher made a motion to approve. Halas supported. All were in favor. — Approved

3. Approval of the May 2019 Parking Advisory Committee Minutes

Crutcher made a motion to approve. Halas supported. All were in favor.— Approved

4. Public Comment — No Public Comments

5. Public Safety Update

- Chief Demers apprised the committee that the parking officer monitored lot volumes during the Farmington Farmers' Market on June 8, 2019. During the hours in which the Market was open, all public lots were at or near capacity save for the State Street lot. Volume was light in that lot. Violations were at a minimum, indicating that there is an overall atmosphere of compliance with regard to timed parking limits.

- Weekday parking volumes continue to indicate a pattern of light to medium capacity in all other city lots.

*** The empirical data that supports the above statements is available in Chief Demers' spreadsheet report, which is on file in the clerk's office.*

- Chief Demers also informed the committee that new surveillance cameras will be installed and operational within the next couple of weeks.

- The camera count on the pavilion is being reduced from four to two. However, because of upgraded technology, the two new cameras will do the work of the old four. Additionally, two new cameras were installed in that vicinity, one near Fresh Thyme Market and one near The Cheese Lady.

- Areas that will also receive new cameras include:

- 1 camera on Oakland St.

- 1 camera to survey the lot behind Page's restaurant.

- 1 at the corner of Grand River and Farmington. (That camera

will survey the parking spaces on Farmington road between Grand River and Shiawassee.)

1 camera will be installed to survey the lot behind Los Trés Amigos restaurant.

*** All views of all cameras will be visible 24/7 to the Cadet stationed at communication room the Farmington Public Safety Office. Ultimately, the views of the cameras are expected to be made available to all public safety officers to view on their official mobile and desktop devices.*

6. Discussion Walk Around

- Repaving & striping needs that were identified, during the walk around las month, are indicated in the minutes from the last meeting. These needs will be evaluated by the city manager's office.
- Mante mentioned that walkability issues were identified between the pavilion and the Grove Shopping area. Those issues will also be considered in a future meeting. Photographs of this area are available. They were shared with the Design Committee by the Market Master. He may make them available to the parking committee as well.
- Murphy noted that the Market Master's observations were considered by the city manager's office and were deemed to be too expensive to rectify at this time. However, there may be an opportunity to reconsider them at a future date.
- Mante suggested that the parking committee would like public

safety to use the new camera system to observe both vehicular and pedestrian traffic on Grove Street to determine potential improvements that could be made.

- Gallagher said that there is a potential to improve way-finding signage to parking lots by updating the kiosks. She also said that there may be grant money available to help offset the costs. She will provide more detail on this item at the next meeting.

7. Discuss Ride Sharing Including Ferndale Example (Halas/Demers)

- Chief Demers said that he witnessed ride sharing drop-offs in areas that may be unsafe. To this end and more, the parking committee will continue to explore new solutions to curbside management.

- Halas provided visual examples of signs that multiple cities are using to designate ride sharing pick-up and drop-off areas. His pdf will be on file with the City Manager's office.

- Crutcher suggested exploring the possibility of coordinating with Google Maps to make Farmington parking lots searchable online.

- Chief Demers suggested that the summer intern in the Farmington City Clerk's office could help investigate app integration. He will need to contact Google as well as ride sharing apps to gain a better understanding of the process for integrating Farmington lots and curbside assets within the respective UIs. Specifically, we need to understand how to

integrate the Farmington Civic Theater pick-up/drop-off zone into ride sharing apps. We also need him to investigate the process of integrating city parking lots into Google Maps.

8. Items for future discussion

- Gallagher would like to discuss how the fine schedule applies to tickets that are issued to repeat parking violators.

*** Of note, this topic was discussed at length during the February 20, 2019 parking advisory committee meeting and the minutes from that meeting were unanimously approved by the committee during the March 20, 2019 meeting.*

- Grocery stores and other retailers are now offering shopping services for their customers. In doing so, the new service is presenting the need for newly designated, short-term parking areas. These areas are used for both customers and services like Door Dash, Post Mates and Uber Eats. Halas recommended that the committee may want to explore ways to be proactive regarding this topic should Farmington retailers such as Fresh Thyme start offering this type of service. Chief Demers agreed that more technology-driven changes like this are impacting municipalities and that we should prepare.

9. Committee Comments

- Murphy apprised the committee that he and DDA Executive Director, Kate Knight, met with Salem Church to explore the possibility of gaining public access to their sprawling parking lot. A contract was submitted and Murphy noted that Salem's

leadership seemed very positive and confident that a public/private agreement could be reached. In the interest of achieving such an agreement, Salem's leadership asked that a few spaces be reserved for Church employees.

- Via email, Galvin suggested that the parking officer should monitor parking volumes in the Masonic lot as well as the adjacent parking spaces on Oakland Street, Farmington Road and Grand River Avenue. The committee was somewhat unsure about this request as the parking officer has been monitoring the volumes in this area for several months. Perhaps clarification on this request can be made at the July meeting.

10. Adjournment 9:07

APPROVED

MEETING MINUTES
FARMINGTON HILLS/FARMINGTON EMERGENCY PREPAREDNESS COMMISSION
JULY 01, 2019-5:15 PM
FARMINGTON HILLS CITY HALL/COMMUNITY ROOM
31555 W. ELEVEN MILE ROAD
FARMINGTON HILLS MICHIGAN 48336

CALL TO ORDER BY: Vice Chair Ciaramitaro at 5:15pm

MEMBERS PRESENT: Avie, Biggs, Ciaramitaro, DeFranco, Hopfe, Szymusiak, Sloan, Tutak, Wecker and York.

MEMBERS ABSENT: Reynolds

OTHERS PRESENT: Yuskowatz, Massey and Faine, (Associates), Moyna (Alternate), Neufeld (FHFD) and Warthman (FPS).

APPROVAL OF AGENDA- JULY 01, 2019

Wecker noted that he would like to add *CERT Activities* to the agenda under *Events, Activities, Marketing, and Programs*. Motion by Wecker, support by Avie, to approve the agenda as amended. Motion carried unanimously.

MOTION TO APPROVE MINUTES- JUNE 03, 2019 Motion to approve as submitted by Avie with support by Wecker. Motion carried unanimously.

BUDGET:

EPC- a balance of \$393.80 was left at the end of the fiscal year after the purchase of a polo for new commissioner but before the purchase of thermal blankets. It is not clear if thermal blankets were purchased. Neufeld and Ciaramitaro have been reviewing the expenditures EPC made for the fiscal year and were notified to not purchase additional thermal blankets for the Founders Festival as their records indicate we do not have the funds to do so. An audit is currently being conducted with revised policies to be instituted for the upcoming year.

CERT Budget: Tutak requesting that copy of final receipt be forwarded to him so he can track expenditures accurately.

Mayor Massey was surprised to learn that EPC has separate budgets from each city and he will speak to both cities to coordinate one fiduciary. The Mayor also encouraged Ciaramitaro to meet with Treasury Department to understand their process in tracking expenditures.

Motion to Amend previous motion of the purchase of thermal blankets as giveaways at Founders Festival to approving \$370 toward the purchase of giveaways. Motion by Wecker, with support by Tutak. Motion carried unanimously.

EVENTS, ACTIVITIES, MARKETING, AND PROGRAMS: General activities and updates:

- Volunteer to give Tip of the Month to the FH City Council on July 8, 2019 will be Ciaramitaro.
- Founders Festival (FF) scheduled for July 19-21, 2019. Parade will be held on July 20th. Brochures will be given out at the parade.

Ciaramitaro will forward, via email, the Sign-Up Genius link later this evening. He plans to be in attendance most of the weekend @ FF. It was decided to only do the STB demo at the booth.

Hopfe will design a postcard to hand out with the general number of the fire station and a description of upcoming August class. Wecker to print. Avie will print out stickers for giveaways and use the fhready.com website.

- Wecker is not able to give the dates for future CPR/AED classes as Fire Department policy precludes him from advertising advanced classes.
- Wecker asked about progress of website however, Reynolds is the project manager and he was absent. In the April meeting Reynolds voiced a concern on various delays he was experiencing with working with IT from the City of Farmington due to more pressing city matters. Massey offered the IT services of FH through a third party. Consensus was for Reynolds to contact Kelly Monico who is the Director of Central Services in FH to arrange to bring website content project back to FH quickly. (248) 871-2435.
- Safety Fair-no date or progress made in planning this event originally planned for September. Tutak advised his schedule is full with managing CERT and he will not be available to help with planning. Tabled discussion until next meeting as Reynolds is the lead.

MICHIGAN & REGIONAL CITIZENS CORPS COUNCIL ACTIVITIES/COMMUNITY EMERGENCY RESPONSE TEAM:

- The *point of distribution* exercise on June 10th went well.
- Sloan demonstrated *hands only CPR* at the Farmers Market.
- 7 CERT members have volunteered to act as marshals at Northville parade on July 4th.
- There are 36 CERT members but historically active members are usually no more than 45% of total. Wecker requested the contact list of CERT members be made available as he has 2 exercises coming up requiring a large number of volunteers. Tutak is not supportive of releasing the list if the intent is to activate/mobilize them directly. This is not the intent so Tutak agreed to supply list to all EPC commissioners with the understanding that if a member of the EPC needs to communicate with a CERT member to contact same through Tutak or his designee and not directly.

LIAISON REPORTS:

FPS – Warthman

- **STB class** on June 20th had a dozen participants
- **CPR/AED** class scheduled for September 26 @ 7:00 PM in Farmington city council chambers. Contact JWren@farmgov.com to register. No charge for Farmington residents. City manager staff trained in STB/Hands Only CPR.
- **Camera project** complete.

FHFD – Neufeld

- The *point of distribution* exercise tested the ability to deliver medications to public. Oakland County health dept in conjunction with FH. to dispense flu vaccines this fall.
- **Complex Coordinated Attacks exercise** happening Oct. 2 and 4, 2019.

YMCA – Yuskowatz

- *Lori Mabee appointed* new director for the local YMCA.

COMMISSIONER'S COMMENTS: None

ADJOURNMENT:

Ciaramitaro adjourned the meeting at 6:23 PM.
Minutes by Secretary DEFRANCO

**Farmington City Council
Staff Report**

**Council Meeting
Date: August 19, 2019**

**Item
Number
4B**

Submitted by: Mary Mullison

**Agenda Topic: Council Meeting Minutes:
July 15, 2019 Special
July 15, 2019 Regular**

Materials: 2 sets of minutes



Special Council Meeting
6:00p.m., Monday, July 15, 2019
Conference Room
23600 Liberty Street
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on July 15, 2019, 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 6:01 p.m. by Mayor Steve Schneemann.

1. ROLL CALL

Attendee Name	Title	Status	Arrived
Sara Bowman	Mayor Pro Tem	Present	
William Galvin	Councilmember	Present	
Joe LaRussa	Councilmember	Absent	
Steve Schneemann	Mayor	Present	
Maria Taylor	Councilmember	Present	

City Administration Present

Director Christiansen
City Clerk Mullison
City Manager Murphy
City Attorney Schultz
City Treasurer Weber

2. APPROVAL OF AGENDA

Move to approve the agenda as presented.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bowman, Mayor Pro Tem
SECONDER:	Taylor, Councilmember

3. PUBLIC COMMENT

Ron Cline, 23801 Farmington Road, expressed concern about bushes planned for the Oakland Street project.

4. CONSIDERATION TO DIRECT ADMINISTRATION TO EXPAND THE CONTRACT WITH HARTWELL CEMENT COMPANY FOR CEMENT REPLACEMENT ON BRITTANY HILL

City Manager Murphy explained project ramifications of planned road patching being replaced by concrete sealing and patching on Brittany Hill. Discussion ensued about how this would fit in the current budget and the potential impact on future projects. Murphy will bring a request to extend Hartwell contract through next year at a future meeting.

5. UPDATE ON MAXFIELD TRAINING CENTER

Murphy delivered an update on possible costs associated with the Maxfield Training Center purchase. Director Christiansen explained that the City is still in the due diligence period and is working on what needs to be accomplished in order to allow the closing to take place. Council discussed investigation ramifications and details and budgetary processes for contracting services to accomplish the due diligence. Reimbursement possibilities were also examined. Weber requested that a budget amendment to pay for studies on the property be considered at the following regular Council meeting.

Weber also requested permission to go out to secure an installment purchase agreement for the purchase of the property, with the process starting in the next week to allow funds for the purchase. Miller Canfield would be engaged to do this work, but as they also work for Farmington Public Schools a motion by Council waiving a conflict of interest is needed. City Attorney Schultz suggested Council make a motion to waive the conflict.

Move to consent to Miller Canfield's representation of the City in connection with the installment purchase process for the Maxfield Training Center, and that the City waive any conflict that may exist with regard to Miller Canfield's representation of Farmington Public Schools.

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Galvin, Councilmember
SECONDER:	Bowman, Mayor Pro Tem

6. DISCUSSION OF PROPOSED FEE SCHEDULE CHANGES – ECONOMIC & COMMUNITY DEVELOPMENT, BUILDING SERVICES

Director Christiansen took Council through proposed changes in the City's fee schedule pertaining to Building and Permit fees.

7. OTHER BUSINESS

No other business was heard.

8. COUNCIL COMMENT

No comment was heard.

8. ADJOURNMENT

Move to adjourn the meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Taylor, Councilmember
SECONDER:	Bowman, Mayor Pro Tem

The meeting adjourned at 6:56 pm.

Steve Schneemann, Mayor

Mary Mullison, City Clerk

Approval Date:



Regular City Council Meeting
7:00 p.m., Monday, July 15, 2019
City Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on July 15, 2019, in Farmington City Hall, 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 p.m. by Mayor Schneemann.

1. ROLL CALL

Attendee Name	Title	Status	Arrived
Sara Bowman	Mayor Pro Tem	Present	
William Galvin	Councilmember	Present	
Joe LaRussa	Councilmember	Absent	
Steve Schneemann	Mayor	Present	
Maria Taylor	Councilmember	Present	

City Administration Present

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

2. PLEDGE OF ALLEGIANCE

Grace Newlin, newly crowned Miss Oakland County, lead the Pledge of Allegiance.

3. PUBLIC COMMENT

No public comment was heard.

4. APPROVAL OF ITEMS ON CONSENT AGENDA

- A. Accept Minutes for City Boards and Commissions
- B. Approve City Council Minutes

- a. 06-17-19 Special DRAFT
- b. 06-17-19 Regular DRAFT
- C. Farmington Monthly Payments Report
- D. Farmington Public Safety Monthly Report
- E. Accept resignation of Tyler Leitow from the Historical Commission
- F. Authorize the City Manager to sign the agreement with SMART for Municipal Credits and Community Credits on behalf of the City for Fiscal Year 2020
- G. Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals

Move to approve the consent agenda as presented.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Bowman, Mayor Pro Tem
SECONDER:	Galvin, Councilmember

5. APPROVAL OF REGULAR AGENDA

Move to approve the regular agenda as amended, adding Item 7B2 - Downtown Community Outreach and Items 7F - Consideration of Interlocal Agreement between Oakland County and City of Farmington regarding grant application services for MIDC Continuing Education Requirements, 7G - Consideration to direct administration to expand the contract with Hartwell Cement Company for cement replacement on Brittany Hill, and 7H - Amend budget adding \$50,000 to Economic and Community Development and to give the City Manager higher spending authority.**

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	Galvin, Councilmember
SECONDER:	Bowman, Mayor Pro Tem

6. PRESENTATION/PUBLIC HEARINGS

A. Introduction of newly crowned Miss Oakland County

Grace Newlin, Miss Oakland County, announced all of the awards won during this year's competition.

B. Blue Hat Coffee presented with Spirit of Main Street Micro Business Grant from Genisys Credit Union

Todd Craft, President of the Farmington Downtown Development Authority, and John Bride, Mainstreet Oakland County, presented Blue Hat Coffee with a Main Street Micro Business Grant of \$1750 from Genisys Credit Union.

7. NEW BUSINESS

A. Consideration to approve liquor license for Farmington Farmers & Artisan Market

Market Manager Walt Gajewski requested approval for a liquor license to be used during Cultural Heritage Days.

Move to approve Michigan Department of Licensing and Regulatory Affairs, Liquor Control Commission Resolution for Special License for the Farmington Farmers & Artisans Market Cultural Heritage Days on September 14, and October 5 from 10:30 a.m. until 3:00 p.m.; and December 7, 2019 from 10:30 a.m. until 7 p.m.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Bowman, Mayor Pro Tem
SECONDER:	Taylor, Councilmember
ABSENT:	LaRussa

B. Special Event Applications:

1. Shakespeare in the Park

City Manager Murphy introduced Dwayne Hayes, Arts Council, to make a request for a Special Event at Riley Park.

Move to approve the special event application for KickstART Farmington and Thistle Rose Academy of Arts to present Much Ado About Nothing in Riley Park and the Sundquist Pavilion on August 24, 2019 from 3 – 6 p.m.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Taylor, Councilmember
SECONDER:	Bowman, Mayor Pro Tem

2. Downtown Community Outreach

Murphy introduced Lyndon Davis, Youth Leader at Farmington Seventh Day Adventist Church, to speak about an event that was planned on the same date as the previously approved Shakespeare in the Park event. City Attorney Schultz advised that approval could be given without a specific date.

Move to approve the Farmington Seventh Day Adventist Church event request for a date to be determined up until the second weekend in September, coordinated with City administration.

RESULT: APPROVED AS PRESENTED [UNANIMOUS]
MOVER: Bowman, Mayor Pro Tem
SECONDER: Galvin, Councilmember

C. Consideration to authorize purchase of replacement backhoe loader and attachments

Superintendent Eudy described the equipment proposed for purchase.

Move to authorize Administrative Staff to purchase a Caterpillar 420F2IT Backhoe loader with attachments from Michigan Cat of Novi in the amount of \$131,999.00.**

RESULT: APPROVED AS PRESENTED [UNANIMOUS]
MOVER: Galvin, Councilmember
SECONDER: Taylor, Councilmember
AYES: Taylor, Bowman, Galvin, Schneemann
ABSENT: LaRussa

D. Consideration to authorize purchase and installation of a hydraulic concrete hammer and convert the 2000 Caterpillar 416 backhoe loader to accept the concrete hammer

Eudy explained proposed use of a concrete hammer.

Move to authorize Administrative Staff to purchase a Caterpillar H80ES hydraulic hammer and compaction plate tool option to be mounted on the 2000 Caterpillar 416 Backhoe loader from Michigan Caterpillar of Novi in the amount of \$24,521.00.**

RESULT: APPROVED AS PRESENTED [UNANIMOUS]
MOVER: Galvin, Councilmember
SECONDER: Bowman, Mayor Pro Tem
AYES: Bowman, Galvin, Schneemann, Taylor
ABSENT: LaRussa

E. Consideration to accept proposal from Oakland County Water Resource Commissioner Office to recondition pump no. 4

Eudy described the need for reconditioning pump #4.

Move to accept proposal Oakland County Water Resource Commissioner Office (OCWRC) to recondition pump #4 in the estimated amount of \$11,500.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Bowman, Mayor Pro Tem
SECONDER:	Taylor, Councilmember
AYES:	Galvin, Schneemann, Taylor, Bowman
ABSENT:	LaRussa

F. Consideration of Interlocal Agreement between Oakland County and City of Farmington regarding grant application services for MIDC Continuing Education Requirements

Murphy explained the scope of the Grant agreement between Farmington and Farmington Hills.

Move to approve an Interlocal Agreement between Oakland County and the City of Farmington regarding grant application services for MIDC Continuing Education Requirements.

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Bowman, Mayor Pro Tem
SECONDER:	Taylor, Councilmember

G. Consideration to direct administration to expand the contract with Hartwell Cement Company for cement replacement on Brittany Hill

Murphy requested an expanded opportunity with Hartwell Cement Company to include repairs on Brittany Hill.

Move to direct administration to expand the contract with Hartwell Cement Company of Oak Park for approximately \$200,000 of cement replacement on Brittany Hill.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Galvin, Councilmember
SECONDER:	Bowman, Mayor Pro Tem
AYES:	Schneemann, Taylor, Bowman, Galvin
ABSENT:	LaRussa

H. Budget Amendment for allowing Administration up to \$50,000 for the purpose of conducting due diligence on the Maxfield Training Center

Move to amend the 2019-2020 budget to add \$50,000 to the Economic and Community Development fund and to authorize the City Manager to spend up to \$50,000 for the due diligence items as aforementioned in memo distributed earlier, not to include demolition or asbestos items.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Galvin, Councilmember
SECONDER:	Bowman, Mayor Pro Tem
AYES:	Taylor, Bowman, Galvin, Schneemann
ABSENT:	LaRussa

8. DEPARTMENT COMMENT

Director Demers gave an update on the progress of the public surveillance camera project. There are five additional cameras still to be installed and he is very happy with the chosen vendor. He reminded residents, especially those living in Chatham Hills, to lock their homes and vehicles to make it harder for criminals to access private belongings. The Parking Enforcement Officer position is open, and Founders Festival plans are ongoing.

Superintendent Eudy reminded residents to water lawns in the off peak hours between 10:00 pm and 6:00 am. The Department of Public Services has a maintenance worker job opening at this time.

Director Christiansen highlighted fencing for demolition that has gone up on Grand River next to Samurai Sushi. Both this site and Courthouse properties are slated to begin demolition soon.

Clerk Mullison announced filing deadlines for the November City Council race and noted ongoing success in getting residents on the new Automatic Application list for future elections.

9. CITY COUNCIL COMMENTS

Bowman announced many positive changes the public might see at Founder's Festival 2019 which has been moved to Shiawassee Park. She noted that there would also be activities throughout the weekend in the downtown, such as Swing Farmington, the Farmer's Market, Friday night concert, and a restaurant dash.

10. ADJOURNMENT

Move to adjourn the meeting.

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Taylor, Councilmember
SECONDER:	Galvin, Councilmember

Meeting adjourned at 8:09 p.m.

Steven Schneemann, Mayor

Mary J. Mullison, City Clerk

Approval Date:

**To view approved documents, please see the Agenda Packet link that is relevant to this meeting at <http://farmgov.com/City-Services/Government/Agendas-and-Minutes/City-Council.aspx> or contact the City Clerk.

Farmington City Council Agenda Item	Council Meeting Date: August 19, 2019	Item Number 4C	
Submitted by: Amy Norgard, Controller			
<u>Agenda Topic</u> Farmington Monthly Payments Report – July 2019			
<u>Proposed Motion</u> Approve Farmington Monthly Payments Report – July 2019			
<u>Background</u> See attachment			
<u>Materials Attached</u> AP Monthly Payments Report 073119			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

MONTH OF JULY 2019

FUND #	FUND NAME	AMOUNT:
101	GENERAL FUND	\$ 486,363.90
202	MAJOR STREET FUND	\$ 2,593.48
203	LOCAL STREET FUND	\$ 3,874.04
260	INDIGENT DEFENSE FUND	\$ 17.40
352	SPECIAL ASSESSMENT DEBT SERVICE	\$ 0.00
592	WATER & SEWER FUND	\$ 263,062.01
595	FARMINGTON COMMUNITY THEATER FUND	\$ 25,580.03
640	DPW EQUIPMENT REVOLVING FUND	\$ 411,351.97
701	AGENCY FUND	\$ 8,339.00
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 51,055.39
	TOTAL CITY PAYMENTS ISSUED:	\$ 1,252,237.22
136	47TH DISTRICT COURT FUND	\$ 97,663.60
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 54,115.60
290	FRIENDS OF GOVERNOR WARNER MANSION	\$ 307.74
	TOTAL OTHER ENTITIES PAYMENTS ISSUED:	\$ 152,086.94
	TOTAL PAYMENTS ISSUED	\$ 1,404,324.16

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

CITY OF FARMINGTON - ACH PAYMENTS REPORT

MONTH OF JULY 2019

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
Agency Tax	Farmington Public Schools	Tax Payment #1	268,945.63
Agency Tax	Oakland County	Tax Payment #1	539,969.16
Agency Tax	Farmington Comm. Library	Tax Payment #1	34,540.77
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	267,873.21
General Fund	Federal Gov't	W/H & FICA Payroll	105,318.44
General Fund	MERS	June Transfer	58,146.75
General Fund	MERS HCSP	June Transfer	4,390.00
General Fund	ICMA	ICMA Plans - City & Dept. He	17,704.85
Agency	Total Administrative Services Corp.	Flexible Spending Accounts	2,997.60
TOTAL CITY ACH TRANSFERS			1,299,886.41
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	148,408.83
Court Fund	Federal Gov't	W/H & FICA Payroll	64,072.34
Court Fund	Total Administrative Services Corp.	Flexible Spending Accounts	2,757.60
Court Fund	ICMA	Health Savings/401 Accounts	11,222.53
TOTAL OTHER ENTITIES ACH TRANSFERS			226,461.30



Farmington Public Safety Department

MONTHLY PUBLIC SAFETY REPORT

JULY 2019

July 1, 2019 through July 7, 2019

CALL TYPE & QUANTITY				
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TOTAL CALLS	TRAFFIC STOPS	MEDICALS	FIRE CALLS	CRASHES
214	98	12	9	3

ARREST TYPE & QUANTITY				
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OWI	OUID	DWLS	WARRANT	FELONY
0	0	6	12	0

SUMMARY OF NOTABLE INCIDENTS				
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Larceny of Personal Property | Automobile

On July 1, 2019 at approximately 12:52 am, an officer responded to a residence on Smithfield Street for a report of an LFA. The officer learned that an unknown subject entered an unlocked vehicle between June 30th at 5:00 pm and July 1st at 08:00 am taking an unknown number of gift cards.

Narcotic Paraphernalia

On July 1, 2019 at approximately 10:20 pm, an officer conducted a traffic stop of a vehicle in the area of Grand River and Orchard Lake for a defective (burned out) brake light. As a result of the traffic stop, consent search and K9 search the officer located a crack pipe and heroin needles. The officer also learned that the driver was on parole and the passenger had an active warrant. The officer issued the 38-year-old male driver for possessing narcotic paraphernalia. The 30-year-old male passenger was arrested for the warrant. The officer also notified the driver’s parole officer of the police contact.

Malicious Destruction of Property

On July 2, 2019 at approximately 07:24 am, an officer responded to Creative Outdoor at the 32000 block of Eight Mile Road for a report of an incident that occurred overnight. The officer learned that between July 1st at 11:00 pm and July 2nd at 06:30 am an unknown subject damaged approximately 35 stone blocks that were to be used to finish a decorative landscape project in the front of the business. A Detective was assigned the case for investigate follow up.



Disorderly Person | Trespass

On July 2, 2019 at approximately 1:35 pm, officers responded to Ding Masters on the 22000 block of Orchard Lake for a dispute over a paycheck between a former employee and the business. As a result of the former employee's threat to take a computer screen he was advised not to return to the business or be arrest. The former employee was also advised of the civil process to follow if ultimately he is not paid by the employer.

Accidental Damage

On July 3, 2019 at approximately 3:46 am, a Lilac Street resident reported at the front desk that their vehicle was struck and damaged by a city owned tree during a storm on July 2nd between 7:00 and 8:30 pm. An officer responded to the residence, took photographs, and followed up with a neighbor that observed the damage immediately after the storm.

Open Alcohol | Automobile

On July 3, 2019 at approximately 11:31 pm, an officer observed a vehicle on M5 near Farmington Road with a passenger side headlight out. The officer conducted a traffic stop and as a result observed an open can of Bud Ice in the rear console cup holder. The officer noted that the beer can was ½ full and cool to touch. The officer issued the 27-year-old male driver a citation and released him, noting no signs of intoxication.

Open Alcohol | Automobile

On July 7, 2019 at approximately 01:24 am, an officer observed a vehicle on M5 near Farmington Road driving 35 MPH in a posted 70 MPH zone. The officer further learned that the Michigan license plate on the vehicle was improper and registered to a different make/model of vehicle. The officer conducted a traffic stop and as a result learned that the 30-year-old male driver had a suspended license and warrants for his arrest. The 32-year-old passenger was found to be intoxicated and in possession of a red Solo cup that contained tequila and cranberry juice. The officer arrested the driver and issued the passenger a citation.

Larceny

On July 7, 2019 at approximately 4:26 pm, a Hillview Court resident reported at the front desk that between June 29th at 11:00 am and July 6th at 7:30 pm unknown subject(s) stolen lawn equipment from an unlocked shed. Taken was a lawn mower, 2 blowers, trimmer, stick-edger, chainsaw and hedge trimmer. A detective has been assigned the case for investigative follow up.



July 8, 2019 through July 14, 2019

CALL TYPE & QUANTITY

TOTAL CALLS	TRAFFIC STOPS	MEDICALS	FIRE CALLS	CRASHES
280	145	25	3	7

ARREST TYPE & QUANTITY

OWI	OUID	DWLS	WARRANT	FELONY
0	0	6	6	1

SUMMARY OF NOTABLE INCIDENTS

Open Alcohol Automobile | CCW

On July 8, 2019 at approximately 7:43 am, an officer observed a vehicle fail to stop for a stop sign at Shiawassee and Prospect. The officer conducted a traffic stop and as a result learned that the 22-year-old female driver had a suspended driver's license. The driver was arrested and as a result of the arrest and search of the vehicle the officer found that the driver was in possession of a stun gun and half bottle (fifth) of Tito's vodka.

Suspicious Circumstances/Persons

On July 10, 2019 at approximately 4:49 pm, an officer responded Jill's Pharmacy on the 23000 block of Farmington Road for a report of a suspicious incident/person. The officer learned that an unknown male walked into the store asking about Oxycodone. A different unknown male was observed checking the thickness of the store's glass windows. A patrol bulletin was circulated so that patrol officers are aware.

Larceny of Personal Property | Automobile

On July 11, 2019 at approximately 11:28 am, a resident from Saxony Street made a front desk LFA report. The officer learned that an unknown subject entered an unlocked vehicle between July 10th at 9:00 pm and July 1st at 06:15 am taking a stack of banded credit cards. Three fraudulent transactions were made after the theft. A detective was assigned the case for investigative follow up.

Suspicious Person

On July 12, 2019 at approximately 6:59 am, officers responded to Fairview Street for a report of a suspicious white male subject that was seen walking through backyards at approximately 05:30 am. Detectives are attempting to identify the subject due to the recent LFA's in the area.



Larceny of Personal Property | Automobile

On July 12, 2019 at approximately 09:23 am, an officer responded to a residence on Smithfield Street for a report that four unlocked vehicles that were entered between July 11th at 11:30 pm and July 12h at 08:30 am. The officer learned that the vehicles were rummaged through and nothing was taken. The officer collected possible physical evidence and turned the information over to detectives for further analysis and investigation.

July 15, 2019 through July 21, 2019

CALL TYPE & QUANTITY

TOTAL CALLS	TRAFFIC STOPS	MEDICALS	FIRE CALLS	CRASHES
197	66	25	9	13

ARREST TYPE & QUANTITY

OWI	OUID	DWLS	WARRANT	FELONY
2	0	3	3	0

SUMMARY OF NOTABLE INCIDENTS

Larceny

On July 15, 2019, a resident on Smithfield reported that on July 2nd between 08:31 am and 12:56 pm an unknown subject(s) stole a credit card and account information from their nightstand. The subject(s) subsequently fraudulently used the credit card successfully at one location and attempted to use the card at a different location, but was unsuccessful. The detective assigned the case developed a lead based on the attempted use of the credit card. The investigation is ongoing.

Larceny from Automobile

On July 16, 2019, a resident on Chestnut Street reported that between July 4th and July 15th, unknown subject(s) attempted to pry wheels off a 2017 Chevy Silverado. The pry marks caused damage totaling approximately \$1,986.00.

Fraud | Scam

On July 15, 2019 at approximately 6:32 pm, a citizen reported that they received a phone call from a caller that claimed to be from the Social Security Administration accusing the victim of being involved in drug trafficking and that they needed to post "bond" over the phone using Target gift cards. The victims stated that the caller was argumentative, assertive and remained on the phone with them for over two hours. The victim subsequently purchased \$1,500.00 in Target gift cards and provided the gift card information to the unknown caller. The case was closed because the call originated overseas in India.



July 22, 2019 through July 28, 2019

CALL TYPE & QUANTITY

TOTAL CALLS	TRAFFIC STOPS	MEDICALS	FIRE CALLS	CRASHES
249	145	22	0	5

ARREST TYPE & QUANTITY

OWI	OUID	DWLS	WARRANT	FELONY
0	1	6	12	0

SUMMARY OF NOTABLE INCIDENTS

Open House Party

On July 22, 2019 at approximately 12:52 am, officers responded to a residence on Shiawassee after receiving anonymous information about an underage party. The anonymous caller advised that an adult at the residence purchased alcohol for an underage birthday party. While investigating the information, officers observed a number of subjects that were known to police from prior encounters, present and in possession of alcohol that was in plain view. Officers knew some of those subject(s) to be under 21 years of age. Officers determined that the adult of the residence was present and should have reasonably know that there was a party ongoing. Officers issued the adult resident a citation for Open House Party.

Harassing Communications

On July 22, 2019, at approximately 11:55 pm an officer responded to an apartment on the 30000 block of Shiawassee for a report that the callers ex-boyfriend was repeatedly calling and texting. The officer made contact with the subject by answering one of the repeated phone calls. The subject on the line was reported to be yelling and swearing prior to disconnecting. The caller requested that the incident be documented.

Disorderly Conduct

On July 25, 2019 at approximately 2:32 pm, an officer observed a subject urinating near a picnic located between the Page's parking lot and the parking lot of the Library. The officer issued the 64 year old male subject a citation for Disorderly Conduct – Urinating in Public and ordered him to leave the area.



ADDITIONAL INFORMATION:

Significant public safety resources were devoted to the weekend of the Founders Festival. Despite two large weather events that led to the evacuation of the beer tent for an hour on Friday night, followed by a complete evacuation and shut-down of the beer tent on Saturday night, there were very few incidents during the festival. Below is a summary of the Founders Festival related calls for service for that public safety officers responded to:

Thursday, July 18, 2019

19-7284 – 4:01 p.m. Parking Complaint Shiawassee / Raphael

Friday, July 19, 2019

19-7303 – 1:15 p.m. Medical – heat related, no transport Shiawassee Park

Saturday, July 20, 2019

19-7326 – 1:46 p.m. Medical – small burn, no transport Shiawassee Park

19-7331 – 5:14 p.m. Parking Complaint – Unfounded Our Lady of Sorrows

19-7334 – 6:47 p.m. Suspicious Vehicle – Unfounded Shiawassee / Raphael

Sunday, July 21, 2019

Nothing reported

ABBREVIATED SUMMARY OF OFFENSES

Crime Part	JULY 2018 Totals	JULY 2019 Totals	% Change	Year To Date 2018	Year to Date 2019	% Change
Part A	29	26	36%	153	134	-12%
Part B	14	11	-14%	127	116	-8%
Part C	931	987	6%	6502	7141	10%
Assault	4	1	-75%	22	27	22%
Burglary	0	0	-	2	10	400%
Larceny	3	3	-	14	19	36%
Larceny LFA	1	3	200%	10	15	50%
Narcotics	5	0	-100%	74	5	-93%
OWI	6	3	-50%	34	48	60%
Traffic Crashes	20	27	40%	168	186	36%
Fire Calls	13	22	69%	109	*231	*111%
Medical Calls	72	91	26%	533	645	21%
Traffic Stops	506	551	8%	3765	4224	12%
Calls for Service	1021	1082	5%	7166	7942	10%



MONTHLY PUBLIC SAFETY REPORT
JULY 2019



Farmington City Council Staff Report	Council Meeting Date: August 19, 2019	Reference Number 4E
Submitted by: Melissa Andrade		
Description Special Event Request for American Legion Groves-Walker Post 346, 9-11 Memorial Service		
Requested Action Move to approve special event request for the American Legion Groves-Walker Post 346 to hold the community's annual 9-11 Memorial Service, September 11, 2019 from 6 – 7:30 p.m. in Riley Park and the Sundquist Pavilion.		
Background The City received a special event request from Marya Davis of the American Legion Groves Walker Post 346 for a Patriots Day, 9-11 Memorial Service. The service is scheduled Wednesday, September 11, 2019, from 6 – 7:30 p.m. at the Sundquist Farmington Pavilion and will be held in memory and recognition of those who lost their lives during this tragic time. City Administration is recommending approval of the special event request.		
Material: Special Event Application and set up map		



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 _____

Organization Phone: _____

Organization Address _____

Organization's Agent: _____ Phone: _____

Agent's Title: _____ E-mail: _____

Agent's Address: _____

Event Name: _____

Event Purpose: _____

Event Dates: _____

Event Times: _____

Event Location: _____

Number of People Expected: _____

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

- 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.

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

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

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

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

() I have invited local businesses to participate.

Those invited include: _____

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

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

6. **Other Requests:**


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

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

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

Banner Length

Width



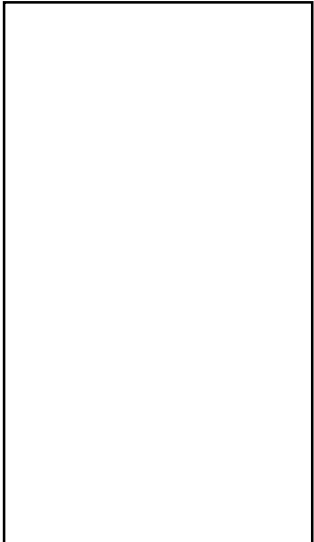
Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet

Width

Height

Write copy of sign in the box.




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

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

8 8 19

Date

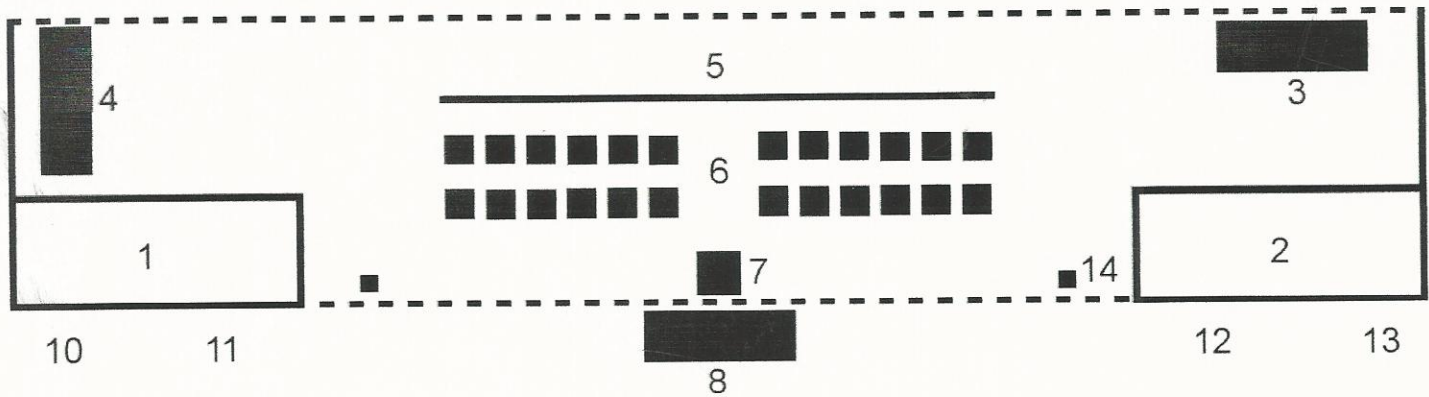


Signature of Sponsoring Organization's Agent

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



**Sundquist Pavilion at Riley Park
in the Downtown Farmington Center**

- 1 Locked storage area
- 2 Rest rooms
- 3 Registration table (8 ft.)
- 4 Coffee & cake table (8 ft.)
- 5 Large US flag suspended from beam
- 6 Ceremony participant seating
- 7 Floor podium
- 8 Display table, usually holds police/ fire helmets/ boots, flowers, etc.
- 9 Public seating area
- 10/ 11/ 12/ 13 Placement of Honor Guard units
- 14 Sound system speakers
- 15 Small Us flags placed in ground around Riley Park (approx. 60)

Farmington City Council Staff Report	Council Meeting Date: August 19, 2019	Item Number 4F
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Maintenance Agreement Oakland County Water Resource Commissioner Office (OCWRC)		
Proposed Motion: NA; consent agenda: Accept Operation & Maintenance Agreement from OCWRC for the maintenance of City of Farmington 9 Mile Retention Basin, 9 Mile Water Booster Station & Water Reservoir.		
Background: <p>The City of Farmington has contracted with OCWRC to provide Operation & Maintenance of the 9 Mile Environmental Quality Basin beginning in 1993 and the 9 Mile Water Booster Station & Water Reservoir early in 2011.</p> <p>The Operation & Maintenance Agreement between the City of Farmington and OCWRC is unique to agreements OCWRC has with other communities. The agreement between the City of Farmington and OCWRC will allow for a greater oversight with respect to any expenditures made for repairs and capital improvements to the locations.</p> <p>Farmington Public Services will continue the day to day maintenance of the grounds and building, OCWRC will continue maintenance and operations of pumps, valves, and electronic devices at both facilities.</p> <p>Prior to 2011, Detroit Water & Sewerage Department provided maintenance and operations of the 9 Mile Booster & Water Reservoir. Since 2011, the City has benefited from an increase in the level of maintenance, reduced maintenance expense, reduced number of water related emergency repairs from pressure spikes, and reduced peak hour and daily pumpage rates. All improvements results in reduced expense for the community and greater reliability.</p>		
Materials: Sanitary Retention Tank Operation & Maintenance Agreement Water Booster and Storage Tank Operation & Maintenance Agreement Letter dated July 17, 2019 from Elizabeth Saarela		

CITY OF FARMINGTON
SANITARY RETENTION TANK
OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2019, by and between the COUNTY OF OAKLAND, a Michigan constitutional corporation ("County"), whose address is 1200 N. Telegraph, Pontiac, Michigan, 48341 and the CITY OF FARMINGTON, a Michigan municipal corporation, whose address is 23600 Liberty Street, Farmington, Michigan, 48335 ("City"). In this Agreement, either the County and/or the City may also be referred to individually as a "Party" or jointly as "Parties."

Recitals:

WHEREAS, the City owns a sanitary retention tank, including related components, as generally depicted in the attached **Exhibit A** (the "System"); and

WHEREAS, the City desires to engage the County to operate and maintain the System on behalf of the City on a non-profit basis and in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the County, by and through the office of the Oakland County Water Resources Commissioner ("WRC"), has qualified personnel capable of providing sanitary retention tank services; and

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, being MCL 124.501, *et seq.* (the "Act 7"), authorizes a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with which each might exercise separately; and

WHEREAS, pursuant to resolutions adopted by their respective legislative bodies, the Parties each have been authorized to execute this Agreement for the Services according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the City mutually agree as follows:

Article I. Statement of Authority and Purpose.

1.1 **Authority.** Pursuant to Act 7, and any other applicable laws of the State of Michigan, the County and the City enter into this Agreement to establish terms and conditions for the operation and maintenance of the System. Each Party agrees to take all actions reasonably necessary to effectuate the objectives set forth in this Agreement.

- 1.2 Purpose. The purpose of this Agreement is to authorize the County to operate and maintain the System on behalf of the City on a non-profit basis and in accordance with the Services detailed in **Exhibit B** attached hereto. In exchange for the Services, the County shall be reimbursed for its Costs and Overhead from the Revenue collected and deposited in the City's System Enterprise Fund maintained by the County on behalf of and for the benefit of the City.

Article II. Definitions.

In addition to the above defined terms (i.e. "County", "City", "WRC", "Party" and "Parties") and any terms defined in other sections of this Agreement (e.g., "Services"), the Parties agree that the following words and expressions, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 2.1 "Agreement" shall mean each of the various provisions and parts of this document, including all attached Exhibits and any amendments thereto, as may be executed and approved by the Parties.
- 2.2 "City Agent" or "City Agents", shall be defined to include any and all City officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, consultants, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the County and/or any County Agents, as defined herein.
- 2.3 "City's System Enterprise Fund" shall be defined as the account for the City's System operation and maintenance established and maintained by the County on behalf of the City.
- 2.4 "Cost(s)" shall be defined as the labor, including statutory and customary fringe benefits, overtime, material and supplies, power and utility services, building/facility and vehicle/equipment rental and subcontractor services devoted to the Services as defined in this Agreement. The City agrees that the term Costs also includes fees for testing, sampling, engineering services or studies, hydrological studies, master planning, capital improvements, as well as all costs related to procurement of the same, and that these Costs may be accounted for in the Service Charge.
- 2.5 "Contractor" shall be defined as an independent contractor engaged by the County to perform the Services and responsibilities necessary to carry out the objectives under this Agreement.

- 2.6 "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the City and/or any City Agents, as defined herein.
- 2.7 "Claim(s)" shall be defined to include any and all alleged claims, complaints, demands for relief or damages, lawsuits, and causes of action, whether in law or equity, tort, contract, or otherwise, by third parties, arising out of the ownership, operation, maintenance of the City's System, but does not include claims between the Parties.
- 2.8 "Overhead" shall be defined to include the following: all allocation of the labor cost, including statutory and customary fringe benefits, of personnel responsible for administering this contract or supervising the work performed in connection with this Agreement; an allocation of expenses of the WRC; and an allocation of indirect costs of Oakland County charged to the WRC for the use of buildings and facilities and for support services, such as (but not limited to) legal, personnel, accounting, computer support, and insurance/risk management. The Overhead expense allocations and methodology are set forth in **Exhibit C**.
- 2.9 "Service Charge" shall be defined as the quarterly fee charged to the City for the operations and maintenance of the system. The fee is reviewed on an annual basis and modified from time to time as mutually agreed upon.
- 2.10 "Revenue" shall be defined as the funds derived from the Service Charge.
- 2.11 "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition any and all departments or agencies of State government.
- 2.12 "WRC Personnel" as used in this Agreement shall be defined as a specific subset of, and included as part of the larger group of County Agents as defined above, and assigned by the County to work in the office of the Oakland County Water Resources Commissioner as shown in the County budget and/or personnel records of the County.

Article III. County Responsibilities; WRC Operation and Maintenance Services.

- 3.1 Services. The County agrees to perform the operation and maintenance services for the City's System (all of the following being referred to in this Agreement as the "WRC Services" or "Services") as set forth in **Exhibit B** attached to this Agreement.

- (a) The Services to be provided by the County to the City under this Agreement shall be performed by the County's WRC Personnel and/or Contractor. The County will maintain and designate a sufficient number of County Agents and WRC Personnel, having sufficient qualifications, in order to carry out and provide the Services under and in accordance with this Agreement.
 - (b) The County shall be responsible for furnishing all WRC Personnel and Contractors with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train or direct all WRC Personnel in the performance of any and all Services under this Agreement. The County shall remain the sole and exclusive employer of all County Agents and WRC Personnel.
 - (c) This Agreement is neither intended, nor shall it be interpreted, to create, change, or otherwise affect or control, in any manner any employment right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agent or WRC Personnel. Except as expressly provided for under the terms of this Agreement and/or laws of this State, no County Agent or WRC Personnel, while such person is currently and/or actively employed by the County shall be employed or utilized to perform any other services by or for the City during the term of this Agreement. This section shall not prohibit the City from employing any person who was a former County Agent but is no longer employed in that City by the County.
- 3.2 The City's System Capital Replacement Expenditures. The County shall obtain prior approval from the City to expend funds from the City's System Enterprise Fund for capital replacement or improvement projects greater than or equal to \$5,000.
- 3.3 Disbursing Funds. Upon request from the City for the disbursement of funds from the System Enterprise Fund, the County shall promptly disburse funds to the City in the amount and manner requested, provided that the balance remaining in the System Enterprise Fund is adequate for the operation and maintenance of the System.
- 3.4 Accounting of the System Enterprise Fund. The County shall keep all necessary records and books of account pertaining to the System and the System Enterprise fund and make the same available to the City upon request. The County shall comply with applicable laws and governmental accounting standards in the keeping, management, administration, use and auditing of the System fund. Upon request of the City, the County shall provide the City a quarterly accounting statement for the City's review in accordance with the County's fiscal year. Upon request, the County shall allow the City or City agents to audit the system fund accounts, books and statements and provide the City with supporting documentation and copies of such materials if requested.

3.5 Independent Contractor. At all times and for all purposes under the terms of this Agreement, the County and/or any and all County Agents' legal status and relationship to the City shall be that of an Independent Contractor.

3.6 Insurance - County. The County will endeavor to obtain and to maintain for the duration of this Agreement the following insurance coverages with insurance companies licensed to do business in the State of Michigan, but only if such insurance coverage is commercially available. It is understood and agreed, that all costs, including the premium, self-insured retention or deductible, shall be included as a System Cost.

(a) Public Officials Liability or Errors and Omissions with limits of \$10,000,000 per occurrence and \$15,000,000 aggregate.

(b) Commercial General Liability with limits of \$10,000,000 per occurrence and \$15,000,000 aggregate.

(c) Certificates of Insurance.

So long as the City maintains current on its annual premium for the coverage outlined herein, it shall be a Named Insured under the policy.

It is understood by the City, that the insurance coverage set forth herein and obtained and maintained by the County is not exclusive to this Agreement. Meaning, that the County may purchase and maintain the insurance coverage to insure the County (its respective elected officials, officers, employees, and agents) against such Claims arising from the County Services provided under this Agreement, as well as similar Services the County provides to other municipal public corporations. As such, the City, along with other participating municipal corporations, will share in the cost of the insurance premium paid by the County. To this end, the County agrees to reasonably allocate the premium paid for the insurance to the City's System, and provide reasonable justification for the allocation of said cost to the City. In addition, it is understood and agreed, that the purchase of insurance and payment of the premium (as a System Cost), does not guarantee insurance coverage for any Claim. All policies set forth herein are subject to the terms, conditions, and limitations set forth in the insurance policies. As such uninsured Claims shall be and remain a System Cost. Moreover, insured Claims arising from the County's Services to a municipal water and sewer system, other than the City's System, may limit or possibly eliminate coverage of a Claim arising from the County's Services under this Agreement. In the event of such an occurrence, it is understood that an otherwise insured Claim that is in excess of any valid and collectible insurance rights/policies, shall be and remain a System Cost.

3.7 Permit Assistance. Subject to rules and regulations which may be changed, developed or amended from time to time, the County may assist the City in the procurement of all permits, guarantees, warranties, easements, licenses, and other similar approvals and

consents necessary to operate and maintain the System received by or granted to the City as the owner of the System.

Article IV. City's Responsibilities.

- 4.2 Ordinance – Enforcement. The City is responsible for enforcement of the City's ordinances and regulations relating to the System.
- 4.3 Wet Weather Operations. The City is responsible for operating the sanitary retention tank during wet weather conditions.
- 4.4 Major Repairs of the System. The City is responsible for major repairs of the System, which are determined on a case-by-case basis by the County as capital replacement, repairs or maintenance valued at \$5,000 or more per occurrence. The City has the option of directing the County to perform this work on behalf of the City, utilizing WRC Personnel or a Contractor, or administering this work independent of this Agreement. Major repairs of the System performed by the County pursuant to this Agreement will be invoiced to the City separately in addition to the quarterly Service Charge.
- 4.5 Sanitary Sewer Overflow and Combined Sewer Overflow Reporting. The City will be responsible for sanitary sewer overflow reporting and combined sewer overflow reporting.
- 4.6 Permits - City. The City will be responsible for procuring, and in accordance with their respective terms, all permits, guarantees, warranties, easements, licenses, and other similar approvals and consents necessary to operate and maintain the System received by or granted to the City as the owner of the System.
- 4.7 City - Insurance.
- (a) It shall be the responsibility of the City to determine and obtain real and personal property insurance with limits that the City, in its discretion, deems necessary and appropriate for the System. To the extent permitted by law, and subject to the availability of funds necessary for the County to operate and maintain the System, the City may include as a System Cost, the City's cost of insurance, including any premium, self-insured retention or deductible. The County shall disburse funds to the City from the System Enterprise fund upon request from the City to pay for the cost of real and personal property insurance. In lieu of the City purchasing real and personal property insurance described herein, if commercially available to the County, the County, on behalf of the City, may purchase and maintain real and personal property insurance, and charge the same as a System Cost.
 - (b) It shall be the responsibility of the City to determine and obtain

General Liability Insurance or self-insurance to protect the City's liabilities and exposures set forth in Article VI.

- 4.8 Property Access. The City will be responsible for and will secure the right of access necessary for WRC Personnel or Contractors to perform the Services under this Agreement. The City will be responsible for all costs or Claims associated with securing rights of access.
- 4.9 Compliance with State and Federal Law and Regulations. The City will be and remain responsible for Costs associated with compliance with all federal, state, and local laws, ordinances, regulations, and requirements in any manner affecting any work or performance of this Agreement or with any City duty or obligation under any applicable state or federal laws and/or regulations.
- 4.10 The System Ownership. Notwithstanding any other term or condition in this Agreement, no provision in this Agreement is intended, nor shall it be construed, as constituting a divestiture or forfeiture of the City's absolute ownership of and authority over the System.

Article V. Compensation for Services.

- 5.1 Compensation from System Revenue. The County's Costs and Overhead incurred for the Services shall be compensated from the Revenue from the System. In the event that the Costs and Overhead exceed the Revenue in any one year, then any deficiency may be recovered by adjusting the Service Charge or from the general fund of the City. In the event that annual Costs and Overhead are less than the annual Revenue, then upon the sole discretion and direction of the City, future Service Charges may be adjusted to balance the account.
- 5.2 County Services Performed Non-Profit Basis. The City acknowledges and agrees that the County will assist the City in the operations and maintenance of the System on a non-profit basis for the benefit of the users of the System and therefore the County is without funds to finance, operate and maintain the System except for the Revenue derived from the System users. Therefore, it is understood and agreed that in no event shall the County or its general fund be charged with or liable for the cost of operating, maintaining, repairing, replacing, or administering the System. All Costs and Overhead associated with the Services under this Agreement will be the responsibility of the City.

Article VI. Standard of Care; Warranty Waiver; Consequential Damages; Liability.

- 6.1 Standard of Care; Waiver of Warranty and Consequential Damages. The County will perform the Services under this Agreement in accordance with the standard of care and diligence normally provided by other professional firms providing similar Services. However, the County makes no warranty, express or implied, with respect to any Services

provided. SPECIFICALLY, NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY IS MADE OR TO BE IMPLIED BY THE COUNTY WITH RESPECT TO SERVICES PROVIDED UNDER THIS AGREEMENT. NOTWITHSTANDING ANY PROVISION CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL THE COUNTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER UNDER CONTRACT, TORT OR OTHERWISE.

- 6.2 Liability for Claims. All Claims arising from the performance of this Agreement by either Party, and not otherwise covered by insurance, are a System Cost. Accordingly, in the event a Party is required to defend itself or its respective employees or City/County Agents, against a Claim, that Party may obtain its own legal representation and the costs associated with such representation shall be a System Cost to be reimbursed from the System Enterprise Fund. Except as otherwise provided in this Agreement neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or Agents in connection with any Claim. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of the privileges and immunities as provided by law afforded to the Parties. The Parties expressly reserve all privileges and immunities as provided by law.
- 6.3 Force Majeure; System Malfunction; Misuse or Vandalism of the System. The City will be responsible for damage and liability to the System or components thereof caused by flood, fire, Acts of God or other force majeure, civil disturbance, Acts of War, terrorism or misuse of property. In addition, the City will be responsible for all Claims, damages and liability caused by design and/or construction defects, malfunction or failure of the System or any component thereof, water loss, main breaks, hydrant damage and vandalism provided the same is not directly caused by the acts or omissions of County Agents.
- 6.4 No Third Party Beneficiary. This Agreement does not create any rights or benefits to parties other than the City and the County.

Article VII. Cooperation and Communication; Dispute Resolution.

- 7.1 Cooperation. The County agrees to ensure that all County Agents fully cooperate with the City and the City's Agents in the performance of all Services under this Agreement. The City agrees to ensure that the City's Agents cooperate with WRC Personnel in the performance of the Services under this Agreement.
- 7.2 Communication. There shall be an open and direct line of communication established and maintained between the Parties in order to promote the handling of both routine and emergency situations in a timely and cooperative manner according to the circumstances as they exist or become known. Each Party will designate one or more liaisons for such

purposes, and will notify the other Party of such designee(s). The liaisons shall also be used for purposes of communicating and coordinating specific needs, plans, instructions, issues, concerns and other matters relating to the System or Services.

- 7.3 Dispute Resolution. The Parties agree that any and all claims alleging a breach of this Agreement or with respect to the Services provided under this Agreement shall first be submitted to an alternative dispute resolution process. Such an alternative dispute resolution process may include, but is not limited to, facilitation, binding arbitration, or non-binding arbitration. The Parties shall agree upon the form and procedures for the agreed upon alternative dispute resolution process. If the matter is not resolved through an alternative dispute resolution process, or if the Parties cannot agree upon the form and procedures for the alternative dispute resolution process, the Parties may seek legal recourse in a court of competent jurisdiction. For claims requiring immediate relief to prevent irreparable harm, either Party may seek relief directly from a court of competent jurisdiction without submitting the matter to the alternative dispute resolution process.

Article VIII. Term; and Termination.

- 8.1 Term. The Parties agree that the term of this Agreement shall begin on the Effective Date of this Agreement. This Agreement shall be effective for an initial term of ten (10) years from the effective date, and shall be automatically extended for additional ten (10) year terms, unless terminated as provided herein, or otherwise agreed to in writing by the Parties.
- 8.2 Termination. Notwithstanding any other term or provision in any other section of this Agreement, either Party, upon a minimum of One Hundred and Eighty (180) calendar days written notice to the other Party, may terminate this Agreement for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.
- 8.3 Survival of Certain Terms and Conditions Following Termination or Expiration of Agreement. The Parties agree that record-keeping and audit requirements, any payment obligations to the other Party, and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred during the term of this Agreement, shall survive the termination or expiration of this Agreement.
- 8.4 Cooperation Following Termination of Agreement. In the event the Agreement is terminated as provided herein, the Parties agree to cooperate in all respects and assist in the wind down from the County's operation and maintenance of the System. The City will be responsible for all Costs and Overhead incurred by the County through the date of termination, including the Costs and Overhead incurred by the County during the termination notice period referenced above to wind down and end of the County's involvement in the provision of the Services.

Article IX. Agreement Approval; Effective Date; and Amendments; Changes to Scope of Services.

- 9.1 Agreement Approval; Amendments; and Effective Date. Except as otherwise provided herein, this Agreement and/or any subsequent amendments thereto shall not become effective prior to the approval by resolutions of both the City and the County. The Effective Date of this Agreement, and any amendments hereto, shall be the date as reflected in the opening paragraph of this Agreement.
- 9.2 Amendment to Scope of Services. During the term of this Agreement, the Scope of Services attached hereto as **Exhibit B**, may be amended by the WRC and approved by resolution of the City during the term of this Agreement without requiring a resolution from the County Board of Commissioners.

Article X. General Provisions.

- 10.1 Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.
- 10.2 Reservation of Rights; Governmental Function. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. In addition, the Parties maintain that the obligations set forth in this Agreement will be in the exercise or discharge of a governmental function.
- 10.3 Severability. If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision of persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable, provided the invalid provision does not substantially alter the Agreement or make execution impractical.
- 10.4 Binding Contract; Assignment; and Amendments. This Agreement will be binding upon and for the benefit of the Parties hereto and their respective successors and assigns, subject to any assignment requiring the prior written consent of the non-assigning Party by an amendment to this Agreement signed by all Parties, and the assignee binding the assignee to the terms and provisions of this Agreement.

- 10.5 Captions. The section headings or titles and/or all section numbers contained in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- 10.6 Notices. Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Agreement to be delivered to the following:

COUNTY OF OAKLAND:

OAKLAND COUNTY WATER
RESOURCES COMMISSIONER
1 Public Works Drive
Waterford, Michigan 48328

CITY:

CITY OF FARMINGTON
23600 Liberty Street
Farmington, Michigan 48335

- 10.7 Notice Delivery. Except with respect to notices of termination, all correspondence and written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service. Notices of termination shall be personally delivered or sent by certified mail, return receipt requested, and shall be considered delivered to a party on the date of receipt as represented by the return receipt or by a proof of personal service.
- 10.8 Entire Agreement. This Agreement sets forth the entire agreement between the County and the City and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the City in any way related to the subject matter hereof, except as expressly stated herein. This Agreement shall not be changed or supplemented orally and may be amended only as otherwise provided herein.
- 10.9 Recitals. The recitals shall be considered an integral part of the Agreement.

IN WITNESS WHEREOF, this Agreement if executed by the Parties on the date hereafter set forth in the opening paragraph of this Agreement.

COUNTY OF OAKLAND

By: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

CITY OF FARMINGTON

By: _____



One Public Works Drive
Building 95 West
Waterford, Michigan
48328-1907

DISCLAIMER:

The information displayed in this map is compiled from recorded deeds, plats, tax maps, surveys and other public records. Although this information is intended to accurately reflect public information, it is not a legally recorded map or survey and is not intended to be used as one. Users should consult primary/original information sources where appropriate.

Exhibit A City of Farmington Retention Reservoir

Legend


 Farmington Retention Reservoir

Exhibit B
Scope of Services
Sanitary Retention Tank Operation and Maintenance

The County agrees to perform the following operation and maintenance services of the City of Farmington System as defined in the Agreement (“System”) (all of the following being referred as the “WRC Services” or “Services”) on behalf of the City:

1. Perform maintenance of the City of Farmington’s Sanitary Retention Tank, including periodic inspection, preventative maintenance, and routine repairs and replacements (any repair or replacement less than \$5,000). Repairs or replacements costing \$5,000 or more are considered a major repair of the system, covered in section 4.4 of the Agreement.
2. The County will utilize its Supervisory Control and Data Acquisition System (SCADA) to provide alarms on the City’s two sanitary sewer lift stations operated and maintained by the City.
3. The County will provide a 24-hour, 7-day per week dispatch center to receive alarms from the SCADA system and any other reports of System emergencies and will notify the City to respond to such alarms and reports as necessary.
4. All Services provided by the County under this Agreement will be performed in accordance with all applicable county, state and federal permits and regulations, all applicable state and federal laws and all applicable City ordinances.

Exhibit C

OVERHEAD EXPENSE

WRC Overhead charges are expenses not included in the direct hourly system labor and equipment costs. Overhead is allocated to all the systems that WRC services. Overhead expense includes, but is not limited to:

Billing Services Unit

Labor, equipment, payment processing, bill preparation, postage and other related costs necessary to provide customer service for the communities WRC operates and maintains.

Safety Program

Labor, equipment and training needed to meet or exceed all required safety standards.

Training

Training and certification costs for field and engineering staff required to keep them up-to-date on industry standards and innovations.

WRC Administration

Labor, equipment and training required to oversee the daily WRC operations. This includes Permitting, Mapping, GIS, Asset Management and Miss Dig.

Building Use and Maintenance

Use of the various WRC buildings (includes Water Maintenance, Pump Maintenance, Billing Services and Public Works buildings) and labor equipment, insurance, utilities, supplies and other related costs needed to operate and maintain such buildings.

Miscellaneous Supplies

Supplies which are not inventoried and not purchased for a specific system are allocated to the benefiting systems. This category includes uniforms, gloves, boots and repair parts.

Oakland County Support

Various Oakland County departments support the staff and work performed at WRC. These departments include Human Resources, Purchasing, Info Tech and Fiscal Services. The portion of their costs which is charged to WRC is then allocated to the funds operated by this division.

CITY OF FARMINGTON
WATER BOOSTER STATION AND STORAGE TANK
OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2019, by and between the COUNTY OF OAKLAND, a Michigan constitutional corporation ("County"), whose address is 1200 N. Telegraph, Pontiac, Michigan, 48341 and the CITY OF FARMINGTON, a Michigan municipal corporation, whose address is 23600 Liberty Street, Farmington, Michigan, 48335 ("City"). In this Agreement, either the County and/or the City may also be referred to individually as a "Party" or jointly as "Parties."

Recitals:

WHEREAS, the City owns a water booster station and water storage tank, including related components, as generally depicted in the attached **Exhibit A** (the "System"); and

WHEREAS, the City desires to engage the County to operate and maintain the System on behalf of the City on a non-profit basis and in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the County, by and through the office of the Oakland County Water Resources Commissioner ("WRC"), has qualified personnel capable of providing operations and maintenance services; and

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, being MCL 124.501, *et seq.* (the "Act 7"), authorizes a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common, which each might exercise separately; and

WHEREAS, pursuant to resolutions adopted by their respective legislative bodies, the Parties each have been authorized to execute this Agreement for the Services according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the City mutually agree as follows:

Article I. Statement of Authority and Purpose.

1.1 **Authority.** Pursuant to Act 7, and any other applicable laws of the State of Michigan, the County and the City enter into this Agreement to establish terms and conditions for the operation and maintenance of the System. Each Party agrees to take all actions reasonably necessary to effectuate the objectives set forth in this Agreement.

- 1.2 Purpose. The purpose of this Agreement is to authorize the County to operate and maintain the System on behalf of the City on a non-profit basis and in accordance with the Services detailed in **Exhibit B** attached hereto. In exchange for the Services, the County shall be reimbursed for its Costs and Overhead from the Revenue collected and deposited in the City's System Enterprise Fund maintained by the County on behalf of and for the benefit of the City.

Article II. Definitions.

In addition to the above defined terms (i.e. "County", "City", "WRC", "Party" and "Parties") and any terms defined in other sections of this Agreement (e.g., "Services"), the Parties agree that the following words and expressions, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 2.1 "Agreement" shall mean each of the various provisions and parts of this document, including all attached Exhibits and any amendments thereto, as may be executed and approved by the Parties.
- 2.2 "City Agent" or "City Agents", shall be defined to include any and all City officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, consultants, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the County and/or any County Agents, as defined herein.
- 2.3 "City's System Enterprise Fund" shall be defined as the account for the City's System operation and maintenance established and maintained by the County on behalf of the City.
- 2.4 "Cost(s)" shall be defined as the labor, including statutory and customary fringe benefits, overtime, material and supplies, power and utility services, building/facility and vehicle/equipment rental and subcontractor services devoted to the Services as defined in this Agreement. The City agrees that the term Costs also includes fees for testing, sampling, engineering services or studies, hydrological studies, master planning, capital improvements, as well as all costs related to procurement of the same, and that these Costs may be accounted for in the Service Charge.
- 2.5 "Contractor" shall be defined as an independent contractor engaged by the County to perform the Services and responsibilities necessary to carry out the objectives under this Agreement.

- 2.6 "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the City and/or any City Agents, as defined herein.
- 2.7 "Claim(s)" shall be defined to include any and all alleged claims, complaints, demands for relief or damages, lawsuits, and causes of action, whether in law or equity, tort, contract, or otherwise, by third parties, arising out of the ownership, operation, maintenance of the City's System, but does not include claims between the Parties.
- 2.8 "Overhead" shall be defined to include the following: all allocation of the labor cost, including statutory and customary fringe benefits, of personnel responsible for administering this contract or supervising the work performed in connection with this Agreement; an allocation of expenses of the WRC; and an allocation of indirect costs of Oakland County charged to the WRC for the use of buildings and facilities and for support services, such as (but not limited to) legal, personnel, accounting, computer support, and insurance/risk management. The Overhead expense allocations and methodology are set forth in **Exhibit C**.
- 2.9 "Service Charge" shall be defined as the quarterly fee charged to the City for the operations and maintenance of the system. The fee is reviewed on an annual basis and modified from time to time as mutually agreed upon.
- 2.10 "Revenue" shall be defined as the funds derived from the Service Charge.
- 2.11 "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition any and all departments or agencies of State government.
- 2.12 "WRC Personnel" as used in this Agreement shall be defined as a specific subset of, and included as part of the larger group of County Agents as defined above, and assigned by the County to work in the office of the Oakland County Water Resources Commissioner as shown in the County budget and/or personnel records of the County.

Article III. County Responsibilities; WRC Operation and Maintenance Services.

- 3.1 Services. The County agrees to perform the operation and maintenance services for the City's System (all of the following being referred to in this Agreement as the "WRC Services" or "Services") as set forth in **Exhibit B** attached to this Agreement.

- (a) The Services to be provided by the County to the City under this Agreement shall be performed by the County's WRC Personnel and/or Contractor. The County will maintain and designate a sufficient number of County Agents and WRC Personnel, having sufficient qualifications, in order to carry out and provide the Services under and in accordance with this Agreement.
 - (b) The County shall be responsible for furnishing all WRC Personnel and Contractors with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train or direct all WRC Personnel in the performance of any and all Services under this Agreement. The County shall remain the sole and exclusive employer of all County Agents and WRC Personnel.
 - (c) This Agreement is neither intended, nor shall it be interpreted, to create, change, or otherwise affect or control, in any manner any employment right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agent or WRC Personnel. Except as expressly provided for under the terms of this Agreement and/or laws of this State, no County Agent or WRC Personnel, while such person is currently and/or actively employed by the County shall be employed or utilized to perform any other services by or for the City during the term of this Agreement. This section shall not prohibit the City from employing any person who was a former County Agent but is no longer employed in that City by the County.
- 3.2 The City's System Capital Replacement Expenditures. The County shall obtain prior approval from the City to expend funds from the City's System Enterprise Fund for capital replacement or improvement projects greater than or equal to \$5,000.
- 3.3 Disbursing Funds. Upon request from the City for the disbursement of funds from the System Enterprise Fund, the County shall promptly disburse funds to the City in the amount and manner requested, provided that the balance remaining in the System Enterprise Fund is adequate for the operation and maintenance of the System.
- 3.4 Accounting of the System Enterprise Fund. The County shall keep all necessary records and books of account pertaining to the System and the System Enterprise fund and make the same available to the City upon request. The County shall comply with applicable laws and governmental accounting standards in the keeping, management, administration, use and auditing of the System fund. Upon request of the City, the County shall provide the City a quarterly accounting statement for the City's review in accordance with the County's fiscal year. Upon request, the County shall allow the City or City agents to audit the system fund accounts, books and statements and provide the City with supporting documentation and copies of such materials if requested.

3.5 Independent Contractor. At all times and for all purposes under the terms of this Agreement, the County and/or any and all County Agents' legal status and relationship to the City shall be that of an Independent Contractor.

3.6 Insurance - County. The County will endeavor to obtain and to maintain for the duration of this Agreement the following insurance coverages with insurance companies licensed to do business in the State of Michigan, but only if such insurance coverage is commercially available. It is understood and agreed, that all costs, including the premium, self-insured retention or deductible, shall be included as a System Cost.

(a) Public Officials Liability or Errors and Omissions with limits of \$10,000,000 per occurrence and \$15,000,000 aggregate.

(b) Commercial General Liability with limits of \$10,000,000 per occurrence and \$15,000,000 aggregate.

(c) Certificates of Insurance.

So long as the City maintains current on its annual premium for the coverage outlined herein, it shall be a Named Insured under the policy.

It is understood by the City, that the insurance coverage set forth herein and obtained and maintained by the County is not exclusive to this Agreement. Meaning, that the County may purchase and maintain the insurance coverage to insure the County (its respective elected officials, officers, employees, and agents) against such Claims arising from the County Services provided under this Agreement, as well as similar Services the County provides to other municipal public corporations. As such, the City, along with other participating municipal corporations, will share in the cost of the insurance premium paid by the County. To this end, the County agrees to reasonably allocate the premium paid for the insurance to the City's System and provide reasonable justification for the allocation of said cost to the City. In addition, it is understood and agreed, that the purchase of insurance and payment of the premium (as a System Cost), does not guarantee insurance coverage for any Claim. All policies set forth herein are subject to the terms, conditions, and limitations set forth in the insurance policies. As such uninsured Claims shall be and remain a System Cost. Moreover, insured Claims arising from the County's Services to a municipal water and sewer system, other than the City's System, may limit or possibly eliminate coverage of a Claim arising from the County's Services under this Agreement. In the event of such an occurrence, it is understood that an otherwise insured Claim that is in excess of any valid and collectible insurance rights/policies, shall be and remain a System Cost.

3.7 Permit Assistance. Subject to rules and regulations which may be changed, developed or amended from time to time, the County may assist the City in the procurement of all permits, guarantees, warranties, easements, licenses, and other similar approvals and

consents necessary to operate and maintain the System received by or granted to the City as the owner of the System.

Article IV. City's Responsibilities.

- 4.1 Ordinance – Enforcement. The City is responsible for enforcement of the City's ordinances and regulations relating to the System.
- 4.2 Major Repairs of the System. The City is responsible for major repairs of the System, which are determined on a case-by-case basis by the County as capital replacement, repairs or maintenance valued at \$5,000 or more per occurrence. The City has the option of directing the County to perform this work on behalf of the City, utilizing WRC Personnel or a Contractor, or administering this work independent of this Agreement. Major repairs of the System performed by the County pursuant to this Agreement will be invoiced to the City separately in addition to the quarterly Service Charge.
- 4.3 Permits - City. The City will be responsible for procuring, and in accordance with their respective terms, all permits, guarantees, warranties, easements, licenses, and other similar approvals and consents necessary to operate and maintain the System received by or granted to the City as the owner of the System.
- 4.4 City - Insurance.
- (a) It shall be the responsibility of the City to determine and obtain real and personal property insurance with limits that the City, in its discretion, deems necessary and appropriate for the System. To the extent permitted by law, and subject to the availability of funds necessary for the County to operate and maintain the System, the City may include as a System Cost, the City's cost of insurance, including any premium, self-insured retention or deductible. The County shall disburse funds to the City from the System Enterprise fund upon request from the City to pay for the cost of real and personal property insurance. In lieu of the City purchasing real and personal property insurance described herein, if commercially available to the County, the County, on behalf of the City, may purchase and maintain real and personal property insurance, and charge the same as a System Cost.
 - (b) It shall be the responsibility of the City to determine and obtain General Liability Insurance or self-insurance to protect the City's liabilities and exposures set forth in Article VI.
- 4.5 Property Access. The City will be responsible for and will secure the right of access necessary for WRC Personnel or Contractors to perform the Services under this Agreement. The City will be responsible for all costs or Claims associated with securing rights of access.

- 4.6 Compliance with State and Federal Law and Regulations. The City will be and remain responsible for Costs associated with compliance with all federal, state, and local laws, ordinances, regulations, and requirements in any manner affecting any work or performance of this Agreement or with any City duty or obligation under any applicable state or federal laws and/or regulations.
- 4.7 The System Ownership. Notwithstanding any other term or condition in this Agreement, no provision in this Agreement is intended, nor shall it be construed, as constituting a divestiture or forfeiture of the City's absolute ownership of and authority over the System.

Article V. Compensation for Services.

- 5.1 Compensation from System Revenue. The County's Costs and Overhead incurred for the Services shall be compensated from the Revenue from the System. In the event that the Costs and Overhead exceed the Revenue in any one year, then any deficiency may be recovered by adjusting the Service Charge or from the general fund of the City. In the event that annual Costs and Overhead are less than the annual Revenue, then upon the sole discretion and direction of the City, future Service Charges may be adjusted to balance the account.
- 5.2 County Services Performed Non-Profit Basis. The City acknowledges and agrees that the County will assist the City in the operations and maintenance of the System on a non-profit basis for the benefit of the users of the System and therefore the County is without funds to finance, operate and maintain the System except for the Revenue derived from the System users. Therefore, it is understood and agreed that in no event shall the County or its general fund be charged with or liable for the cost of operating, maintaining, repairing, replacing, or administering the System. All Costs and Overhead associated with the Services under this Agreement will be the responsibility of the City.

Article VI. Standard of Care; Warranty Waiver; Consequential Damages; Liability.

- 6.1 Standard of Care; Waiver of Warranty and Consequential Damages. The County will perform the Services under this Agreement in accordance with the standard of care and diligence normally provided by other professionals providing similar Services. However, the County makes no warranty, express or implied, with respect to any Services provided. SPECIFICALLY, NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY IS MADE OR TO BE IMPLIED BY THE COUNTY WITH RESPECT TO SERVICES PROVIDED UNDER THIS AGREEMENT. NOTWITHSTANDING ANY PROVISION CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL THE COUNTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER UNDER CONTRACT, TORT OR OTHERWISE.

- 6.2 Liability for Claims. All Claims arising from the performance of this Agreement by either Party, and not otherwise covered by insurance, are a System Cost. Accordingly, in the event a Party is required to defend itself or its respective employees or City/County Agents, against a Claim, that Party may obtain its own legal representation and the costs associated with such representation shall be a System Cost to be reimbursed from the System Enterprise Fund. Except as otherwise provided in this Agreement neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or Agents in connection with any Claim. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of the privileges and immunities as provided by law afforded to the Parties. The Parties expressly reserve all privileges and immunities as provided by law.
- 6.3 Force Majeure; System Malfunction; Misuse or Vandalism of the System. The City will be responsible for damage and liability to the System or components thereof caused by flood, fire, Acts of God or other force majeure, civil disturbance, Acts of War, terrorism or misuse of property. In addition, the City will be responsible for all Claims, damages and liability caused by design and/or construction defects, malfunction or failure of the System or any component thereof, water loss, main breaks, hydrant damage and vandalism provided the same is not directly caused by the acts or omissions of County Agents.
- 6.4 No Third Party Beneficiary. This Agreement does not create any rights or benefits to parties other than the City and the County.

Article VII. Cooperation and Communication; Dispute Resolution.

- 7.1 Cooperation. The County agrees to ensure that all County Agents fully cooperate with the City and the City's Agents in the performance of all Services under this Agreement. The City agrees to ensure that the City's Agents cooperate with WRC Personnel in the performance of the Services under this Agreement.
- 7.2 Communication. There shall be an open and direct line of communication established and maintained between the Parties in order to promote the handling of both routine and emergency situations in a timely and cooperative manner according to the circumstances as they exist or become known. Each Party will designate one or more liaisons for such purposes, and will notify the other Party of such designee(s). The liaisons shall also be used for purposes of communicating and coordinating specific needs, plans, instructions, issues, concerns and other matters relating to the System or Services.
- 7.3 Dispute Resolution. The Parties agree that any and all claims alleging a breach of this Agreement or with respect to the Services provided under this Agreement shall first be submitted to an alternative dispute resolution process. Such an alternative dispute

resolution process may include, but is not limited to, facilitation, binding arbitration, or non-binding arbitration. The Parties shall agree upon the form and procedures for the agreed upon alternative dispute resolution process. If the matter is not resolved through an alternative dispute resolution process, or if the Parties cannot agree upon the form and procedures for the alternative dispute resolution process, the Parties may seek legal recourse in a court of competent jurisdiction. For claims requiring immediate relief to prevent irreparable harm, either Party may seek relief directly from a court of competent jurisdiction without submitting the matter to the alternative dispute resolution process.

Article VIII. Term; and Termination.

- 8.1 Term. The Parties agree that the term of this Agreement shall begin on the Effective Date of this Agreement. This Agreement shall be effective for an initial term of ten (10) years from the effective date, and shall be automatically extended for additional ten (10) year terms, unless terminated as provided herein, or otherwise agreed to in writing by the Parties.
- 8.2 Termination. Notwithstanding any other term or provision in any other section of this Agreement, either Party, upon a minimum of One Hundred and Eighty (180) calendar days written notice to the other Party, may terminate this Agreement for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.
- 8.3 Survival of Certain Terms and Conditions Following Termination or Expiration of Agreement. The Parties agree that record-keeping and audit requirements, any payment obligations to the other Party, and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred during the term of this Agreement, shall survive the termination or expiration of this Agreement.
- 8.4 Cooperation Following Termination of Agreement. In the event the Agreement is terminated as provided herein, the Parties agree to cooperate in all respects and assist in the wind down from the County's operation and maintenance of the System. The City will be responsible for all Costs and Overhead incurred by the County through the date of termination, including the Costs and Overhead incurred by the County during the termination notice period referenced above to wind down and end of the County's involvement in the provision of the Services.

Article IX. Agreement Approval; Effective Date; and Amendments; Changes to Scope of Services.

- 9.1 Agreement Approval; Amendments; and Effective Date. Except as otherwise provided herein, this Agreement and/or any subsequent amendments thereto shall not become effective prior to the approval by resolutions of both the City and the County. The

Effective Date of this Agreement, and any amendments hereto, shall be the date as reflected in the opening paragraph of this Agreement.

- 9.2 Amendment to Scope of Services. During the term of this Agreement, the Scope of Services attached hereto as **Exhibit B**, may be amended by the WRC and approved by resolution of the City during the term of this Agreement without requiring a resolution from the County Board of Commissioners.

Article X. General Provisions.

- 10.1 Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.
- 10.2 Reservation of Rights; Governmental Function. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. In addition, the Parties maintain that the obligations set forth in this Agreement will be in the exercise or discharge of a governmental function.
- 10.3 Severability. If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision of persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable, provided the invalid provision does not substantially alter the Agreement or make execution impractical.
- 10.4 Binding Contract; Assignment; and Amendments. This Agreement will be binding upon and for the benefit of the Parties hereto and their respective successors and assigns, subject to any assignment requiring the prior written consent of the non-assigning Party by an amendment to this Agreement signed by all Parties, and the assignee binding the assignee to the terms and provisions of this Agreement.
- 10.5 Captions. The section headings or titles and/or all section numbers contained in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- 10.6 Notices. Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Agreement to be delivered to the following:

COUNTY OF OAKLAND:

OAKLAND COUNTY WATER
RESOURCES COMMISSIONER
1 Public Works Drive
Waterford, Michigan 48328

CITY:

CITY OF FARMINGTON
23600 Liberty Street
Farmington, Michigan 48335

- 10.7 Notice Delivery. Except with respect to notices of termination, all correspondence and written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service. Notices of termination shall be personally delivered or sent by certified mail, return receipt requested, and shall be considered delivered to a party on the date of receipt as represented by the return receipt or by a proof of personal service.
- 10.8 Entire Agreement. This Agreement sets forth the entire agreement between the County and the City and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the City in any way related to the subject matter hereof, except as expressly stated herein. This Agreement shall not be changed or supplemented orally and may be amended only as otherwise provided herein.
- 10.9 Recitals. The recitals shall be considered an integral part of the Agreement.

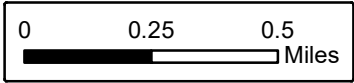
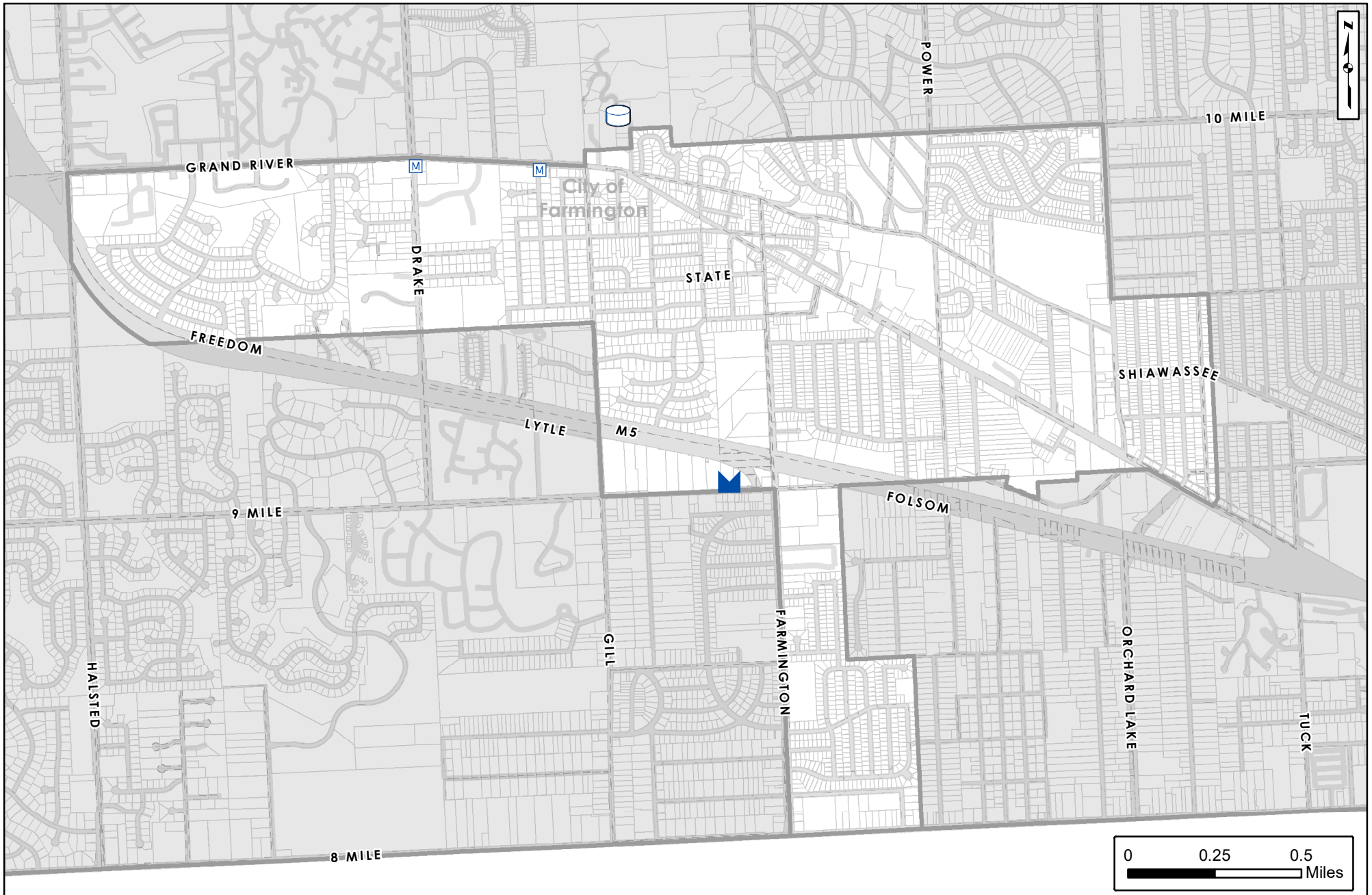
IN WITNESS WHEREOF, this Agreement if executed by the Parties on the date hereafter set forth in the opening paragraph of this Agreement.

COUNTY OF OAKLAND

By: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

CITY OF FARMINGTON

By: _____



One Public Works Drive
 Building 95 West
 Waterford, Michigan
 48328-1907

DISCLAIMER:
 The information displayed in this map is compiled from recorded deeds, plats, tax maps, surveys and other public records. Although this information is intended to accurately reflect public information, it is not a legally recorded map or survey and is not intended to be used as one. Users should consult primary/original information sources where appropriate.

Exhibit A City of Farmington Booster Station and Storage Tank


-  City of Farmington Booster Station
-  City of Farmington Storage Tank
-  City of Farmington Water System Meter

Exhibit B
Scope of Services
Water Booster Pumping Station and Storage Tank
Operation and Maintenance

The County agrees to perform the following operation and maintenance services of the City of Farmington water booster pumping station and storage tank (“System”) (all of the following being referred as the “WRC Services” or “Services”) on behalf of the City:

1. Perform maintenance of the City of Farmington’s Water Booster Station, Ground Water Storage Tank, FA-02 metering site, and Ground Storage Tank Controls Building. Services include periodic inspection, preventative maintenance, and routine repairs and replacements (any repair or replacement less than \$5,000). Repairs or replacements costing \$5,000 or more are considered a major repair of the system, covered in section 4.2 of the Agreement.
2. The County will provide a 24-hour, 7-day per week Supervisory Control and Data Acquisition (SCADA) dispatch center to receive alarms and any other reports of System emergencies and will respond to such alarms and reports as necessary for the sites identified in section 1. Further, WRC will provide SCADA data upon request from the City of Farmington.
3. All Services provided by the County under this Agreement will be performed in accordance with all applicable county, state and federal permits and regulations, all applicable state and federal laws and all applicable City ordinances.

Exhibit C

OVERHEAD EXPENSE

WRC Overhead charges are expenses not included in the direct hourly system labor and equipment costs. Overhead is allocated to all the systems that WRC services. Overhead expense includes, but is not limited to:

Billing Services Unit

Labor, equipment, payment processing, bill preparation, postage and other related costs necessary to provide customer service for the communities WRC operates and maintains.

Safety Program

Labor, equipment and training needed to meet or exceed all required safety standards.

Training

Training and certification costs for field and engineering staff required to keep them up-to-date on industry standards and innovations.

WRC Administration

Labor, equipment and training required to oversee the daily WRC operations. This includes Permitting, Mapping, GIS, Asset Management and Miss Dig.

Building Use and Maintenance

Use of the various WRC buildings (includes Water Maintenance, Pump Maintenance, Billing Services and Public Works buildings) and labor equipment, insurance, utilities, supplies and other related costs needed to operate and maintain such buildings.

Miscellaneous Supplies

Supplies which are not inventoried and not purchased for a specific system are allocated to the benefiting systems. This category includes uniforms, gloves, boots and repair parts.

Oakland County Support

Various Oakland County departments support the staff and work performed at WRC. These departments include Human Resources, Purchasing, Info Tech and Fiscal Services. The portion of their costs which is charged to WRC is then allocated to the funds operated by this division.

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

2755 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

July 17, 2019

Charles Eudy
Superintendent, Department of Public Works
City of Farmington
33720 West Nine Mile Road
Farmington, MI 48335

RE: Sanitary Retention Tank Operation and Maintenance Agreement and Water Booster Station and Storage Tank Operation and Maintenance Agreement

Dear Chuck:

We have reviewed the City of Farmington Sanitary Retention Tank Operation and Maintenance Agreement and Water Booster Station and Storage Tank Operation and Maintenance Agreement prepared by the Oakland County Water Resources Commissioner's Office (WRC) with respect to operation, and maintenance of portions of the City of Farmington water and sanitary sewage disposal systems. Generally, with some exceptions, the City will contract with WRC to operate, maintain, and repair the sanitary sewer retention tank, and the water booster station and storage tank.

Under the Agreement, the City will still be responsible for certain operations and decisions regarding the facilities. Pursuant to Article IV of the Sanitary Retention Tank Operation and Maintenance Agreement, the City will still be responsible for wet weather operations of the tank, as well as major repairs to the system (over \$5,000). Pursuant to each Agreement, WRC will make repairs from the system enterprise funds under \$5,000.

The terms of the Agreement are substantially similar to the terms of the WRC's standard Operation and Maintenance Agreement form that they use in various communities to operate and maintain water and/or sewer systems. Because the City of Farmington is the owner of the facilities in question, rather than the WRC, the City is provided with greater oversight with respect to any expenditures made for repairs and capital improvements. Section 3.2 through 3.4 of the Agreements provide for oversight of system expenditures by the City as owner of the system.

The County will provide insurance for the actions of its contractors and employees working on City-owned facilities. The insurance is the same policy provided and is shared with respect to other water and sewer facilities that the WRC operates and maintains. The costs and policy limits will be divided among all of the communities that the WRC provides operation and maintenance services to.

Charles Eudy
Superintendent, Department of Public Works
City of Farmington
July 17, 2019
Page 2

With respect to liability for damages and injuries occurring during and as a result of WRC's operation and maintenance of the facilities, any costs incurred defending lawsuits or the payment of judgments that are not otherwise covered by the insurance policy provided in accordance with the Agreements, or by the City's insurance policy, will become costs of the system and be paid by rates, although neither party is required to indemnify the other.

The WRC acts as an independent contractor providing operation and maintenance services to the City pursuant to this Agreement. The Agreement will remain in place for a period of ten (10) years, and will automatically renew for additional periods of ten (10) years unless either party gives 180 days' notice of termination.

Generally, we see no legal impediment to entering into the Agreement. Subject to your review and approval of the Exhibits to the Agreement, the Agreement may be placed on an upcoming City Council Agenda for approval.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

C: Mary Mullison, Clerk
David Murphy, City Manager
Chris Weber, Treasurer
Thomas R. Schultz, Esquire

Farmington City Council Staff Report	Council Meeting Date: August 19, 2019	Item Number 4G
Submitted by: Melissa Andrade		
<u>Agenda Topic:</u> Resignation of Farmington Emergency Preparedness Committee chair, Doug Reynolds.		
<u>Proposed Motion:</u> NA consent agenda.		
<u>Background:</u> Doug Reynolds submitted his resignation to the Emergency Preparedness Committee, July 30, 2019 effective immediately. His term expires on Feb. 1, 2020. Committee members serve 3-year terms.		
<u>Materials:</u> None		

Resignation of Doug Reynolds:

Joy DeFranco <joyd911@gmail.com>

7/30/2019 9:27 PM



EPC agenda and notification of resignation of chair ✎

to: Andrade, Melissa; Munoz, Julia; Neufeld, James; Smith, Pam

Dear All, Doug Reynolds, Farmington representative and current Chair, has resigned from the Commission effective immediately. (7/30/19). Melissa, please start the search for a Farmington resident volunteer to replace him. Thank you. Joy DeFranco

**Farmington City Council
Staff Report**

**Council Meeting
Date: August 19, 2019**

**Item
Number
4H**

Submitted by: City Manager David Murphy

Agenda Topic: Brownfield Redevelopment Authority Appointments and Resignation

Proposed Motion: Move to approve the following Mayoral appointments to the Brownfield Redevelopment Authority Board, terms as indicated:

Sara Bowman (Term 11/10/18-11/09/21)
Kevin Christiansen (Term 3/1/19-2/28/22)
Kate Knight (Term 3/1/19-2/28/22)
Christopher Weber (Term 8/19/19-2/28/22)
Charles Eudy (Term 8/19/19-2/28/22)

AND

Accept the resignation of Mary Martin from the Brownfield Redevelopment Board

Background:

The Brownfield Redevelopment Authority bylaws require that the Board of Directors consist of not less than five (5) persons who shall be appointed by the Mayor with the advice and consent of the Farmington City Council.

The current Board of Directors consists of:

Mary Martin (Term expired 2/28/19)
Sara Bowman (Term expired 11/9/18)
Kevin Christiansen (Term expired 2/28/19)
Kate Knight (Term expired 2/28/19)
David Murphy (Term expires 2/28/20)

Mary Martin notified the City that she was stepping down effective 8/1/19

Administration is recommending reappointing the Board Members whose terms have expired; and, to replace Mary with two new members, DPW Superintendent Charles Eudy and Director of Finance and Administration Chris Weber.

Materials: Mary Martin Resignation Email

From: Mary Martin <Mary@GFACHamber.com>
To: Kevin Christiansen <KChristiansen@farmgov.com>, Steve Schneemann <sschneemann@farmgov.com>, Kate Knight <kknight@farmgov.com>, Sara Bowman <SBowman@farmgov.com>, Mary Mullison <MMullison@farmgov.com>, 'David Murphy' <dmurphy@farmgov.com>, Chris Weber <CWeber@farmgov.com>
CC: Marcia Rodeheffer <Marcia@GFACHamber.com>
Date: 8/1/2019 3:00 PM
Subject: Brownfield Redevelopment Authority

Hi All

I am writing to advise that I am moving on from the Greater Farmington Area Chamber of Commerce effective Aug 2.

As such, I will no longer be in a position to contribute as a member of the Brownfield Redevelopment Authority.

The opportunity to sit on the board with such diverse leadership was invaluable. I have enjoyed being part of such a professional organization.

I am confident that with the dedication and leadership of the Brownfield Redevelopment Authority, Farmington will continue building for the future.

Marcia Rodeheffer is acting as Interim Director of the Chamber and is on copy.

Feel free to contact me at marymart911@gmail.com or 248-231-6220

It has been my pleasure to serve on this Board.

How was that? :)

I'm sure we will all bump into each other on the streets!

Sincerely,

Mary

Mary Martin
Executive Director
Greater Farmington Area Chamber of Commerce
248-957-9585
Cell 248-231-6220



Join Us! Register online at GFACHamber.com

June 5	4:30pm Ribbon Cutting – Senior Helpers
June 6	Boost! Morning Networking – Farmington Family YMCA
June 10	12noon 45 th Anniversary of Tom Holzer Ford
June 18	Lunch and Learn – The Effects of Bias on Productivity and Profitability
June 26	Ribbon Cutting – Planet Fitness
July 18-21	Founders Festival! Moving to Shiawassee Park in 2019! Sponsorships Available
Aug 21	OCN Mixer (Oak. County Network) Holiday Inn & Suites – Tables Available
Oct 24	Speed Networking
Nov 14	Membership Celebration
Dec 7	Holly Days – Sponsorships Available
Dec 13	Chamber Holiday Luncheon

**Farmington City Council
Staff Report**

Council Meeting Date:
August 19, 2019

**Reference
Number
6A**

Submitted by: Melissa Andrade

Description Consideration to appoint a delegate for the Annual MML Convention September 25-27, 2019.

Requested Action Move to appoint (*insert appointee name*) as Farmington's delegate for the annual MML meeting September 25-27, 2019 and (*insert alternate appointee*) as the alternate.

Background

The Michigan Municipal League is requesting that the City Council designate a delegate and alternate, by official action, who will be in attendance at the annual meeting in Detroit, Michigan, September 25-27, 2018. This person will be the official representative to cast the vote for the City of Farmington. They Bylaws for the League provides that each member city and village shall be equally represented and provide a vote in the election of officers and any proposals presented.

Mayor Pro Tem Sara Bowman and Councilmembers Joe LaRussa and Bill Galvin are registered to attend the annual conference.

Materials: Letter from MML

July 10, 2019

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held in Detroit, September 25-27, 2019. The League's "Annual Meeting" is scheduled for 4:15 pm on Wednesday, September 25 in Room 320 at the Cobo Center. The meeting will be held for the following purposes:

1. Election of Trustees. To elect six members of the Board of Trustees for terms of three years each (see #1 on page 2).
2. Policy. A) To vote on the Core Legislative Principles document.

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <http://www.mml.org/delegate>. If you would like to receive a copy of the proposed principles by fax, please call Monica Drukis at the League at 800-653-2483.

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by August 21, 2019.

3. Other Business. To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <http://www.mml.org/delegate> no later than August 21, 2019.

We love where you live.



Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

“Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative.”

1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, six members of the Board of Trustees will be elected at the annual meeting for a term of three years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus the deadline this year for the League to receive resolutions is **August 21, 2019**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.

Further, “Every proposed resolution submitted by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or modification thereof.”

We love where you live.

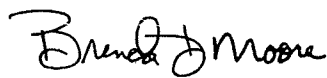


3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Tuesday, September 24 at Cobo Center for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

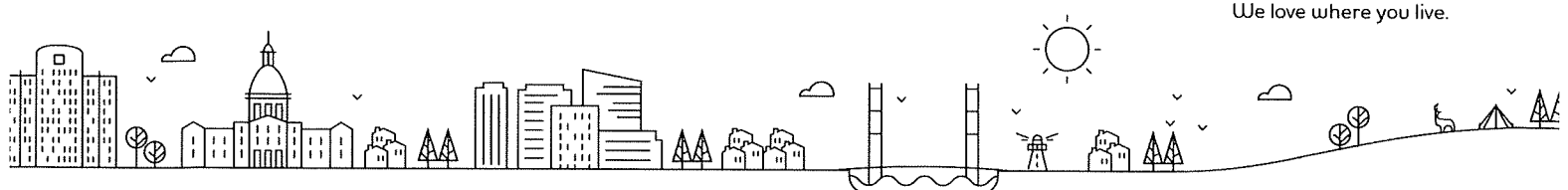
Sincerely,



Brenda F. Moore
President
Mayor Pro Tem, City of Saginaw



Daniel P. Gilmartin
Executive Director & CEO



**Farmington City Council
Staff Report**

**Council Meeting
Date:**
August 19, 2019

**Item
Number
6B**

Submitted by:
Charles Eudy, Superintendent

Agenda Topic: Consideration to accept Construction Estimate No. 1 for the Oakland Street Reconstruction

Proposed Motion:
Move To Approve Construction estimate No. 1 for the Oakland Street Reconstruction in the amount of \$166,726.76 to V.I.L. Construction Incorporated located at 6670 Sims Drive Sterling Heights MI 48313.

Background: In conjunction with the city's consulting engineer's Orchard Hiltz & McCliment Advisors (OHM), bids were solicited for the Oakland Street reconstruction. The selection of Oakland Street was based upon PASER ratings, other upcoming construction projects, and this portion of Oakland Street was removed from a previous project in 2014. The project was awarded to V.I.L. Construction Incorporated of Sterling Heights Michigan at the May 20, 2019 Council Meeting.

Construction began July 12, 2019 with the pulverizing of the asphalt roadway and limited concrete removals, followed by storm sewer improvements, watermain installation, and electrical conduit & foundation installations. Watermain connections were completed on July 30th and August 8th. Decorative lamppost are on order, but are still several weeks from being delivered.

The project is progressing as expected. Due to the limited size of the project and multiple sub-contractors progress may seem slow, but many wheels are in motion to keep the project on schedule.

Materials:
OHM Payment Application No. 1



August 9, 2019

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

Regarding: Oakland Street Reconstruction
OHM Job No. 0111-18-0030

Dear Mr. Eudy:

Enclosed are Payment Application No. 1 and Contractor Declaration for the referenced project. V.I.L. Construction, Inc. has completed the work shown on the attached payment application for the period ending July 31, 2019 and we would recommend payment to the Contractor in the amount of **\$166,726.76**.

Sincerely,
OHM Advisors

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

Matt Parks, P.E.

cc: Anthony Vani, V.I.L. Construction, Inc. (via e-mail)
Mitch Master, OHM (via e-mail)
Richard Hetu, OHM (via e-mail)
File

P:\0101_0125\0111180030_Oakland_St_Reconstruct_Construction\Pay Apps_CO\Pay App\No.1\Oakland Street Reconstruction - Payment Application #1.docx

PAYMENT APPLICATION



Project: City of Farmington - Oakland Street Reconstruction

Job Number: 0111-18-0030

OWNER: City of Farmington
23600 Liberty Street

Farmington, MI 48335
(248) 474-5500

CONTRACTOR: V.I.L. Construction, Inc.
6670 Sims Drive

Sterling Heights, MI 48313
(586) 979-6020

Number: 1
Period End Date: 7/31/2019
Status: Approved
Contract Start Date: 7/13/2019
Contract End Date: 10/26/2019
Contract Duration: 105
Print Date: 8/9/2019

SCHEDULE On
STATUS:
NOTE:

Original Contract Amount:	\$681,856.50
Change Orders Amount:	\$0.00
Current Contract Amount:	\$681,856.50

Earnings This Period:	\$185,251.96
Earnings To Date:	\$185,251.96
Previous Retainage Amount:	\$0.00
Retainage This Period:	\$18,525.20
Less Total Retained To Date:	\$18,525.20
Net Earned:	\$166,726.76
Previous Earnings:	\$0.00
Amount Due Contractor:	\$166,726.76

Retainage: 10% of Total Earnings To 50% of Contract, Then 5% of Contract

Approved By

Chuck Eudy - Public Works Superintendent - City of Farmington _____

Date _____

Recommended By

Matt Parks, Principal _____

Date 08/09/2019

Items

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
Division: F - DDA Lanscape/Electrical									
68	Brick Paving, Pedestrian, ADA Truncated Domes	100.00 Sft	100.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
69	Brick Paving, Pedestrian, Running Bond	348.00 Sft	348.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
70	Brick Paving, Pedestrian, Running Bond (with Argyle Striping)	458.00 Sft	458.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
71	Brick Paving, Vehicular, Herringbone Crosswalk	112.00 Sft	112.00	\$100.00	0.00	0.00	\$0.00	0.00	\$0.00
72	Watering and Cultivating, First Season, Min	0.00 Ls	0.00	\$2,500.00	0.00	0.00	\$0.00	0.00	\$0.00
73	Watering and Cultivating, Second Season, Min	0.00 Ls	0.00	\$2,500.00	0.00	0.00	\$0.00	0.00	\$0.00
74	Juniperus horizontalis 'Blue Chip', #2 cont.	0.00 Ea	0.00	\$35.00	0.00	0.00	\$0.00	0.00	\$0.00
75	Pennisetum alopecuroides 'Hameln', #1 cont.	0.00 Ea	0.00	\$25.00	0.00	0.00	\$0.00	0.00	\$0.00
76	_Acer rubrum, 2.5 inch	0.00 Ea	0.00	\$250.00	0.00	0.00	\$0.00	0.00	\$0.00
77	_Rosa 'Meigalpio', #3 cont.	0.00 Ea	0.00	\$100.00	0.00	0.00	\$0.00	0.00	\$0.00
78	Berberis thunbergii 'Gentry', #3 cont.	0.00 Ea	0.00	\$75.00	0.00	0.00	\$0.00	0.00	\$0.00
79	Echinacea 'Art's Pride', #1 cont.	0.00 Ea	0.00	\$75.00	0.00	0.00	\$0.00	0.00	\$0.00
80	Nepeta x faassenii 'Walker's Low Catmint', #1 cont.	0.00 Ea	0.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
81	Spiraea x bumalda 'Goldflame', #2 cont.	0.00 Ea	0.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
82	Irrigation	1.00 Ls	1.00	\$12,500.00	0.00	0.00	\$0.00	0.00	\$0.00
83	Sodding	203.00 Syd	203.00	\$10.00	0.00	0.00	\$0.00	0.00	\$0.00
84	Topsoil Surface, Furn, 4 inch	203.00 Syd	203.00	\$10.00	0.00	0.00	\$0.00	0.00	\$0.00
85	Mulch, 3 inch	24.00 Cyd	24.00	\$100.00	0.00	0.00	\$0.00	0.00	\$0.00
86	Planting Mix, 12 Inch	95.00 Cyd	95.00	\$100.00	0.00	0.00	\$0.00	0.00	\$0.00
87	Litter Receptacle, Victor Stanley: Model SD-35, Black	0.00 Ea	0.00	\$1,500.00	0.00	0.00	\$0.00	0.00	\$0.00
88	Recycle Receptacle, Victor Stanley: Model SD-35, Black	0.00 Ea	0.00	\$1,500.00	0.00	0.00	\$0.00	0.00	\$0.00
89	Conduit, DB, 1, 1 1/2 inch	500.00 Ft	500.00	\$11.00	400.00	0.00	\$4,400.00	400.00	\$4,400.00
90	Conduit, DB, 1, 1 inch	50.00 Ft	50.00	\$10.00	20.00	0.00	\$200.00	20.00	\$200.00
91	Wire #10AWG	1000.00 Ft	1000.00	\$1.75	0.00	0.00	\$0.00	0.00	\$0.00
92	Wire #6AWG	1350.00 Ft	1350.00	\$2.25	0.00	0.00	\$0.00	0.00	\$0.00
93	20A Disconnect Switch	1.00 Ea	1.00	\$5,000.00	0.00	0.00	\$0.00	0.00	\$0.00
94	Ground Mounted Receptacle	1.00 Ea	1.00	\$1,250.00	0.00	0.00	\$0.00	0.00	\$0.00
95	Hand Hole	2.00 Ea	2.00	\$1,500.00	2.00	0.00	\$3,000.00	2.00	\$3,000.00
96	Pole and Luminaire, PL1	7.00 Ea	7.00	\$8,500.00	1.75	0.00	\$14,875.00	1.75	\$14,875.00
97	In-Grade Light, PL2	1.00 Ea	1.00	\$1,250.00	0.00	0.00	\$0.00	0.00	\$0.00
98	Lighting Control Panel	1.00 Ea	1.00	\$7,000.00	0.00	0.00	\$0.00	0.00	\$0.00
F - DDA Lanscape/Electrical Sub-Total:							\$22,475.00		\$22,475.00
Retainage							\$2,247.50		

Division: A - Misc

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
1	Mobilization, Max., 5%	1.00 Ls	1.00	\$34,090.00	1.00	0.00	\$34,090.00	1.00	\$34,090.00
2	Audio Video Route Survey	0.00 Ls	0.00	\$1,000.00	0.00	0.00	\$0.00	0.00	\$0.00
3	Permit Fees Allowance	0.00 Ls	0.00	\$1.00	0.00	0.00	\$0.00	0.00	\$0.00
4	Traffic Maintenance and Control	1.00 Ls	1.00	\$34,000.00	0.00	0.00	\$0.00	0.00	\$0.00
5	Erosion Control, Silt Fence	0.00 Ft	0.00	\$2.00	0.00	0.00	\$0.00	0.00	\$0.00
6	Erosion Control, Inlet Protection, Fabric Drop	5.00 Ea	5.00	\$75.00	5.00	0.00	\$375.00	5.00	\$375.00
7	Sanitary Service Lead, SDR 26 PVC, 6 inch, Tr Det A	7.00 Ft	7.00	\$50.00	6.00	0.00	\$300.00	6.00	\$300.00
8	Underdrain, Subgrade, 6 inch	25.00 Ft	25.00	\$19.00	0.00	0.00	\$0.00	0.00	\$0.00
9	HMA Curb	35.00 Ft	35.00	\$55.00	0.00	0.00	\$0.00	0.00	\$0.00
10	Driveway, Nonreinf Conc, 6 inch	13.00 Syd	13.00	\$70.00	0.00	0.00	\$0.00	0.00	\$0.00
11	Stamped, Colored Concrete Crosswalk, 9 inch	158.00 Sft	158.00	\$25.00	0.00	0.00	\$0.00	0.00	\$0.00
12	Tree Protection Fencing	0.00 Ft	0.00	\$1.00	0.00	0.00	\$0.00	0.00	\$0.00
13	4 inch Water Main Line Stop	0.00 Ea	0.00	\$500.00	0.00	0.00	\$0.00	0.00	\$0.00
14	Lower Proposed Water Main	1.00 Ea	1.00	\$1.00	0.00	0.00	\$0.00	0.00	\$0.00
A - Misc Sub-Total:							\$34,765.00		\$34,765.00
Retainage							\$3,476.50		
Division: D - Road									
23	Station Grading	5.00 Sta	5.00	\$14,500.00	0.00	0.00	\$0.00	0.00	\$0.00
24	Aggregate Base, 21AA (Limestone), 8 inch	755.00 Ton	755.00	\$27.00	0.00	0.00	\$0.00	0.00	\$0.00
25	Aggregate Base, Drive Approach, 21AA, 6 inch	49.00 Ton	49.00	\$27.00	0.00	0.00	\$0.00	0.00	\$0.00
26	Hand Patching	10.00 Ton	10.00	\$270.00	0.00	0.00	\$0.00	0.00	\$0.00
27	Maintenance Aggregate, 21AA	0.00 Ton	0.00	\$18.00	0.00	0.00	\$0.00	0.00	\$0.00
28	Underdrain, Subgrade, 6 inch	479.00 Ft	479.00	\$19.00	0.00	0.00	\$0.00	0.00	\$0.00
29	HMA Approach, MDOT 13A	9.00 Ton	9.00	\$145.00	0.00	0.00	\$0.00	0.00	\$0.00
30	MDOT HMA 13A, Wearing Course, 2 inch	146.00 Ton	146.00	\$145.00	0.00	0.00	\$0.00	0.00	\$0.00
31	MDOT HMA 3C, Leveling Course, 3 inch	219.00 Ton	219.00	\$120.00	0.00	0.00	\$0.00	0.00	\$0.00
32	Conc Pavt, Nonreinf, 9 inch	51.00 Syd	51.00	\$75.00	0.00	0.00	\$0.00	0.00	\$0.00
33	Driveway, Nonreinf Conc, 6 inch	63.00 Syd	63.00	\$70.00	0.00	0.00	\$0.00	0.00	\$0.00
34	Curb and Gutter, Conc, Det F2	434.00 Ft	434.00	\$25.00	0.00	0.00	\$0.00	0.00	\$0.00
35	Curb and Gutter, Conc, Det F2-R	581.00 Ft	581.00	\$25.00	0.00	0.00	\$0.00	0.00	\$0.00
36	Valley Curb	57.00 Ft	57.00	\$35.00	0.00	0.00	\$0.00	0.00	\$0.00
37	Detectable Warning Surface	84.00 Ft	84.00	\$64.00	0.00	0.00	\$0.00	0.00	\$0.00
38	Sidewalk Ramp, Conc, 6 inch	172.00 Sft	172.00	\$11.00	0.00	0.00	\$0.00	0.00	\$0.00
39	Sidewalk, Conc, 4 inch	3975.00 Sft	3975.00	\$5.50	0.00	0.00	\$0.00	0.00	\$0.00
40	Sidewalk, Conc, 6 inch	501.00 Sft	501.00	\$6.50	0.00	0.00	\$0.00	0.00	\$0.00
41	Post, Steel, 3 lb	56.00 Ft	56.00	\$9.00	0.00	0.00	\$0.00	0.00	\$0.00
42	Sign	13.00 Ea	13.00	\$200.00	0.00	0.00	\$0.00	0.00	\$0.00
43	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	20.00 Ft	20.00	\$4.00	0.00	0.00	\$0.00	0.00	\$0.00
44	Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk	30.00 Ft	30.00	\$7.00	0.00	0.00	\$0.00	0.00	\$0.00
45	Pavt Mrkg, Ovly Cold Plastic, 18 inch, Stop Bar	13.00 Ft	13.00	\$16.00	0.00	0.00	\$0.00	0.00	\$0.00

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
46	Pavt Mrkg, Polyurea, 4 inch, White	514.00 Ft	514.00	\$4.00	0.00	0.00	\$0.00	0.00	\$0.00
47	Turf Establishment	5.00 Sta	5.00	\$500.00	0.00	0.00	\$0.00	0.00	\$0.00
D - Road Sub-Total:							\$0.00		\$0.00
Retainage							\$0.00		
Division: B - Road Removals									
15	Tree, Rem, 37 inch or Larger	1.00 Ea	1.00	\$2,500.00	0.00	0.00	\$0.00	0.00	\$0.00
16	Curb and Gutter, Rem	943.00 Ft	943.00	\$15.00	0.00	0.00	\$0.00	0.00	\$0.00
17	Pavt, Rem (Pulv material used as Maint. Agg)	1539.00 Syd	1539.00	\$12.00	1009.33	0.00	\$12,111.96	1009.33	\$12,111.96
18	Sidewalk, Rem	397.00 Syd	397.00	\$15.00	0.00	0.00	\$0.00	0.00	\$0.00
19	Sign, Salvage and Reset	5.00 Ea	5.00	\$125.00	0.00	0.00	\$0.00	0.00	\$0.00
B - Road Removals Sub-Total:							\$12,111.96		\$12,111.96
Retainage							\$1,211.20		
Division: E - Utility									
48	Sanitary Sewer Repair, SDR 26 PVC, 8 inch, Tr Det A	15.00 Ft	15.00	\$400.00	0.00	0.00	\$0.00	0.00	\$0.00
49	Dr Structure Cover, Type K	2.00 Ea	2.00	\$700.00	0.00	0.00	\$0.00	0.00	\$0.00
50	Dr Structure Cover, Type Q	1.00 Ea	1.00	\$550.00	0.00	0.00	\$0.00	0.00	\$0.00
51	Dr Structure, 48 inch dia	2.00 Ea	2.00	\$3,500.00	2.00	0.00	\$7,000.00	2.00	\$7,000.00
52	Dr Structure, Tap, 12 inch	3.00 Ea	3.00	\$500.00	3.00	0.00	\$1,500.00	3.00	\$1,500.00
53	Storm Sewer, CI IV, RCP, 12 inch, Tr Det A	38.00 Ft	38.00	\$100.00	41.00	0.00	\$4,100.00	41.00	\$4,100.00
54	Structure, Adj, Add Depth	3.00 Ft	3.00	\$100.00	0.00	0.00	\$0.00	0.00	\$0.00
55	Exploratory Excavation, Trench	2.00 Ea	2.00	\$100.00	0.00	0.00	\$0.00	0.00	\$0.00
56	Structure Cover, Adj	2.00 Ea	2.00	\$650.00	0.00	0.00	\$0.00	0.00	\$0.00
57	Structure, Adj	9.00 Ea	9.00	\$650.00	0.00	0.00	\$0.00	0.00	\$0.00
58	Water Main, Class 54, DI, 6 inch, Tr Det A	10.00 Ft	10.00	\$225.00	10.00	0.00	\$2,250.00	10.00	\$2,250.00
59	Water Main, Class 54, DI, 8 inch, Tr Det A	425.00 Ft	425.00	\$235.00	380.00	0.00	\$89,300.00	380.00	\$89,300.00
60	1-1/2 inch Curb Stop and Box	2.00 Ea	2.00	\$750.00	0.00	0.00	\$0.00	0.00	\$0.00
61	3/4 inch Curb Stop and Box	2.00 Ea	2.00	\$700.00	0.00	0.00	\$0.00	0.00	\$0.00
62	Connection to Existing Water Main	3.00 Ea	3.00	\$3,500.00	0.00	0.00	\$0.00	0.00	\$0.00
63	Fire Hydrant Assembly	1.00 Ea	1.00	\$6,000.00	1.00	0.00	\$6,000.00	1.00	\$6,000.00
64	Gate Valve and Well, 8 inch	1.00 Ea	1.00	\$5,000.00	1.00	0.00	\$5,000.00	1.00	\$5,000.00
65	Lower Proposed Water Main	1.00 Ea	1.00	\$1.00	0.00	0.00	\$0.00	0.00	\$0.00
66	Water Service, Type K Copper, 1 1/2 inch, Short	2.00 Ea	2.00	\$1,250.00	0.00	0.00	\$0.00	0.00	\$0.00
67	Water Service, Type K Copper, 3/4 inch, Short	2.00 Ea	2.00	\$1,000.00	0.00	0.00	\$0.00	0.00	\$0.00
E - Utility Sub-Total:							\$115,150.00		\$115,150.00
Retainage							\$11,515.00		
Division: C - Utility Removals									
20	Dr Structure, Abandon	1.00 Ea	1.00	\$750.00	0.00	0.00	\$0.00	0.00	\$0.00
21	Sewer, Rem, Less than 24 inch	25.00 Ft	25.00	\$30.00	25.00	0.00	\$750.00	25.00	\$750.00
22	Water Main, Rem	0.00 Ft	0.00	\$5.00	0.00	0.00	\$0.00	0.00	\$0.00

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
					C - Utility Removals		\$750.00		\$750.00
						Sub-Total:			
						Retainage	\$75.00		

CONTRACTOR'S DECLARATION


I hereby declare that I have not, during the period July 13, 2019 to July 31 A.D. , 20 19, 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.

The owner, or his agents, in addition to the regular items set forth in the contract numbered 0111-18-0030 and dated May A.D., 20 19, for Oakland Street Reconstruction.

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

Date: July 31, 2019.

Company: V.I.L. Construction, Inc.

By: 

Position: President.

**Farmington City Council
Agenda Item**

Council Meeting
Date: August 19, 2019

Item Number
6C

Submitted by
Charles Eudy, Superintendent

Agenda Topic Consideration to accept Construction Estimate No. 4 for the 2018 Farmington Roads Maintenance & Rehabilitation

Proposed Motion

Move To Approve Construction estimate No. 4 for the 2018 Farmington Roads Maintenance & Rehabilitation in the amount of \$22,383.10 to Hartwell Cement Company located at 21650 Fern Avenue, Oak Park MI 48237

Background In conjunction with the city's consulting engineer's Orchard Hiltz & McCliment Advisors (OHM), bids were solicited for the 2018 Farmington Roads Maintenance & Rehabilitation. The selection of Flanders Street, Lilac Street, and Chesley Street was based upon PASER ratings, other upcoming construction projects, and traffic volumes. The project was awarded to Hartwell Cement Company of Oak Park Michigan at the September 17, 2018 Council Meeting.

Hartwell Cement Company resumed work in mid-April and has made great progress on Lilac, Flanders, and Chesley Street's. OHM recommends to authorize Payment Application #4 in the amount of \$22,383.10 for work completed from May 31, 2019 to August 8, 2019, and an increase of retainage to \$24,548.48 held by the City of Farmington for this project. Total earnings this period of \$24,797.50 was for crack sealing in the Farmington Oaks & Meadows subdivision. The retainage will be released after final inspection at the closing of the contract.

Farmington Oaks & Meadows crack sealing is nearly completed with approximately 50% of the unit quantity has been used. City Administration has instructed OHM & the contractor to proceed with crack sealing of other local streets similar in condition which are in need of crack sealing. The contract cost per unit is \$1.30 per pound of material. Annually Public Service applies nearly 4000 pounds of crack sealing material at \$0.92 per pound of material plus wages and equipment rental expenses of approximately \$4,460 which equals an additional \$1.15 per pound.

Materials Attached

OHM Payment Application No. 4



August 8, 2019

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

Regarding: 2018 Farmington Roads Maintenance & Rehab
OHM Job No. 0111-18-0020

Dear Mr. Eudy:

Enclosed are Payment Application No. 4 and Contractor Declaration for the referenced project. Hartwell Cement Company has completed the work shown on the attached payment application for the period ending August 6, 2019 and we would recommend payment to the Contractor in the amount of **\$22,383.10**.

Sincerely,
OHM Advisors

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

Matt Parks, P.E.

cc: Lindsay O'Malley, Hartwell Cement (via e-mail)
Mitch Master, OHM (via e-mail)
Richard Hetu, OHM (via e-mail)
File

P:\0101_0125\0111180020_2018_Farm_Rds_Maint_&_Rehab_Construction\Pay Apps_CO\Pay App\No.4\2018 Farmington Rd Maint-Rehab_Pay App No.4.docx

PAYMENT APPLICATION



Project: City of Farmington - 2018 Farmington Roads Maintenance & Rehabilitation

Job Number: 0111-18-0020

OWNER: City of Farmington
 23600 Liberty Street

 Farmington, MI 48335
 (248) 474-5500

CONTRACTOR: Hartwell Cement Company
 21650 Fern Avenue

 Oak Park, MI 48237
 (248) 548-5858

Number: 4
 Period End Date: 8/6/2019
 Status: Approved
 Contract Start Date: 10/2/2018
 Contract End Date: 6/3/2019
 Contract Duration: 244
 Print Date: 8/8/2019

SCHEDULE On
 STATUS:
 NOTE:

Original Contract Amount:	\$459,390.20	Change Order 1:	\$4,207.50	Earnings This Period:	\$24,797.50
Change Orders Amount:	\$31,587.50	Change Order 2:	\$27,380.00	Earnings To Date:	\$467,487.19
Current Contract Amount:	\$490,977.70		\$31,587.50	Previous Retainage Amount:	\$22,134.48
				Retainage This Period:	\$2,414.40
				Less Total Retained To Date:	\$24,548.89
				Net Earned:	\$442,938.31
				Previous Earnings:	\$420,555.21
				Amount Due Contractor:	\$22,383.10

Retainage: 5 % of Contract Including Previous Change Orders Amount

Approved By _____ Date _____
 Chuck Eudy - Public Works Superintendent - City of Farmington

Recommended By _____ Date 08/08/2019
 Matt Parks, Principal

Items

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
Division: E - Brittany Hill Lane									
54	Mobilization	0.00 Ls	0.00	\$3,200.00	0.00	0.00	\$0.00	0.00	\$0.00
55	Audio Video Route Survey	0.00 Ls	0.00	\$1,125.00	0.00	0.00	\$0.00	0.00	\$0.00
56	Traffic Maintenance and Control	0.00 Ls	0.00	\$1,800.00	0.00	0.00	\$0.00	0.00	\$0.00
57	Subgrade Undercutting, Type II (Modified)	0.00 Cyd	0.00	\$40.00	0.00	0.00	\$0.00	0.00	\$0.00
58	Erosion Control, Inlet Protection, Fabric Drop	0.00 Ea	0.00	\$200.00	0.00	0.00	\$0.00	0.00	\$0.00
59	Remove Pavement	0.00 Syd	0.00	\$12.00	0.00	0.00	\$0.00	0.00	\$0.00
60	Aggregate Base, 21AA Limestone	0.00 Ton	0.00	\$26.00	0.00	0.00	\$0.00	0.00	\$0.00
61	Overband Crack Fill	0.00 Lbs	0.00	\$1.30	0.00	0.00	\$0.00	0.00	\$0.00
62	Adjust Drainage/Utility Structure	0.00 Ea	0.00	\$300.00	0.00	0.00	\$0.00	0.00	\$0.00
63	Maintenance Aggregate, 21AA	0.00 Ton	0.00	\$45.00	0.00	0.00	\$0.00	0.00	\$0.00
64	Topsoil, Seed & Mulch	0.00 Syd	0.00	\$3.50	0.00	0.00	\$0.00	0.00	\$0.00
65	Concrete Pavement w/Integral Curb, Non-reinforced, 8 inch	0.00 Syd	0.00	\$75.00	0.00	0.00	\$0.00	0.00	\$0.00
E - Brittany Hill Lane Sub-Total:							\$0.00		\$0.00
Retainage							\$0.00		
Division: C - Chesley Drive									
28	Erosion Control, Inlet Protection, Fabric Drop	1.00 Ea	1.00	\$200.00	0.00	0.00	\$0.00	0.00	\$0.00
29	Remove Pavement	233.00 Syd	233.00	\$12.00	0.00	0.00	\$0.00	244.94	\$2,939.28
30	Remove Sidewalk	28.00 Syd	28.00	\$9.00	0.00	0.00	\$0.00	29.95	\$269.55
31	Station Grading	1.50 Sta	1.50	\$100.00	0.00	0.00	\$0.00	0.55	\$55.00
32	Aggregate Base, 21AA, Limestone, 8"	202.00 Syd	202.00	\$12.50	0.00	0.00	\$0.00	244.94	\$3,061.75
33	Sidewalk Ramp, Conc, 6 inch	140.00 Sft	140.00	\$9.00	0.00	0.00	\$0.00	72.00	\$648.00
34	Sidewalk, Conc, 4 inch	161.00 Sft	161.00	\$6.00	0.00	0.00	\$0.00	115.00	\$690.00
35	Detectable Warning Surface	15.00 Ft	15.00	\$40.00	0.00	0.00	\$0.00	10.00	\$400.00
36	Conc Pavt with Integral Curb, Nonreinf, 9 inch	233.00 Syd	233.00	\$103.50	0.00	0.00	\$0.00	244.94	\$25,351.29
37	Adjust Drainage/Utility Structure	2.00 Ea	2.00	\$300.00	0.00	0.00	\$0.00	2.00	\$600.00
38	Turf Establishment	1.50 Sta	1.50	\$10.00	0.00	0.00	\$0.00	0.55	\$5.50
C - Chesley Drive Sub-Total:							\$0.00		\$34,020.37
Retainage							\$0.00		
Division: B - Flanders Street									
15	Erosion Control, Inlet Protection, Fabric Drop	12.00 Ea	12.00	\$200.00	0.00	0.00	\$0.00	0.00	\$0.00
16	Remove Pavement	2461.00 Syd	2461.00	\$12.00	0.00	0.00	\$0.00	2821.66	\$33,859.92
17	Remove Sidewalk	295.00 Syd	295.00	\$9.00	0.00	0.00	\$0.00	417.61	\$3,758.49
18	Aggregate Base, 21AA, Limestone	334.00 Ton	334.00	\$26.00	0.00	0.00	\$0.00	332.85	\$8,654.10
19	Sidewalk Ramp, Conc, 6 inch	1344.00 Sft	1344.00	\$9.00	0.00	0.00	\$0.00	1481.00	\$13,329.00

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
20	Sidewalk, Conc, 4 inch	1308.00 Sft	1308.00	\$6.00	0.00	0.00	\$0.00	2342.50	\$14,055.00
21	Detectable Warning Surface	160.00 Ft	160.00	\$40.00	0.00	0.00	\$0.00	155.00	\$6,200.00
22	Conc Pavt with Integral Curb, Nonreinf, 6 inch	2461.00 Syd	2461.00	\$64.00	0.00	0.00	\$0.00	0.00	\$0.00
23	Overband Crack Fill	47674.00 Lbs	47674.00	\$1.30	19075.00	0.00	\$24,797.50	19075.00	\$24,797.50
24	Adjust Drainage/Utility Structure	9.00 Ea	9.00	\$300.00	0.00	0.00	\$0.00	3.00	\$900.00
25	Dr Structure Cover	4.00 Ea	4.00	\$500.00	0.00	0.00	\$0.00	2.00	\$1,000.00
26	Adjust Drainage/Utility Structure, Additional Depth	4.00 Ft	4.00	\$300.00	0.00	0.00	\$0.00	2.00	\$600.00
27	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	960.00 Ft	960.00	\$4.00	0.00	0.00	\$0.00	0.00	\$0.00
50	Curb & Gutter Removal	0.00 Lft	400.00	\$12.00	0.00	0.00	\$0.00	323.00	\$3,876.00
51	F1 Curb & Gutter	0.00 Lft	400.00	\$39.00	0.00	0.00	\$0.00	323.00	\$12,597.00
B - Flanders Street Sub-Total:							\$24,797.50		\$123,627.01
Retainage							\$2,414.40		
Division: D - Lilac Street									
39	Erosion Control, Inlet Protection, Fabric Drop	1.00 Ea	1.00	\$200.00	0.00	0.00	\$0.00	0.00	\$0.00
40	Remove Pavement	709.00 Syd	709.00	\$12.00	0.00	0.00	\$0.00	811.22	\$9,734.64
41	Remove Sidewalk	35.00 Syd	35.00	\$9.00	0.00	0.00	\$0.00	73.89	\$665.01
42	Station Grading	2.50 Sta	2.50	\$100.00	0.00	0.00	\$0.00	2.26	\$226.00
43	Aggregate Base, 21AA, Limestone, 8"	675.00 Syd	675.00	\$12.50	0.00	0.00	\$0.00	678.00	\$8,475.00
44	Sidewalk, Conc, 4 inch	310.00 Sft	310.00	\$6.00	0.00	0.00	\$0.00	447.50	\$2,685.00
45	Conc Pavt with Integral Curb, Nonreinf, 7 inch	649.00 Syd	649.00	\$65.00	0.00	0.00	\$0.00	699.78	\$45,485.70
46	Conc Pavt, Driveway	57.00 Syd	57.00	\$60.00	0.00	0.00	\$0.00	140.83	\$8,449.80
47	Adjust Drainage/Utility Structure	2.00 Ea	2.00	\$300.00	0.00	0.00	\$0.00	2.00	\$600.00
48	Turf Establishment	2.50 Sta	2.50	\$10.00	0.00	0.00	\$0.00	2.26	\$22.60
49	Temp 6" Concrete	0.00 Sft	841.50	\$5.00	0.00	0.00	\$0.00	841.50	\$4,207.50
52	Catch Basin 2' dia., w/2' sump	0.00 Ea	2.00	\$2,500.00	0.00	0.00	\$0.00	2.00	\$5,000.00
53	SDR 26 Sewer Pipe	0.00 Lft	33.00	\$60.00	0.00	0.00	\$0.00	33.00	\$1,980.00
D - Lilac Street Sub-Total:							\$0.00		\$87,531.25
Retainage							\$0.00		
Division: A - Miscellaneous									
1	Mobilization, Max 5%	1.00 Ls	1.00	\$21,000.00	0.00	0.00	\$0.00	1.00	\$21,000.00
2	Audio Video Route Survey	1.00 Ls	1.00	\$1,200.00	0.00	0.00	\$0.00	1.00	\$1,200.00
3	Traffic Maintenance and Control	1.00 Ls	1.00	\$4,500.00	0.00	0.00	\$0.00	1.00	\$4,500.00
4	Underdrain, Subgrade, 6 inch	100.00 Ft	100.00	\$15.00	0.00	0.00	\$0.00	24.00	\$360.00
5	Subgrade Undercutting, Typ II (Special)	150.00 Cyd	150.00	\$40.00	0.00	0.00	\$0.00	0.00	\$0.00
6	Subgrade Undercutting, Type II (Modified)	150.00 Cyd	150.00	\$40.00	0.00	0.00	\$0.00	16.30	\$652.00
7	Maintenance Aggregate, 21AA	14.00 Ton	14.00	\$45.00	0.00	0.00	\$0.00	0.00	\$0.00
8	Hand Patching	5.00 Ton	5.00	\$350.00	0.00	0.00	\$0.00	0.00	\$0.00
9	Conc Pavt with Integral Curb, Nonreinf, 6 inch	130.00 Syd	130.00	\$64.00	0.00	0.00	\$0.00	0.00	\$0.00
10	Conc Pavt with Integral Curb, Nonreinf, 7 inch	50.00 Syd	50.00	\$69.00	0.00	0.00	\$0.00	2820.24	\$194,596.56

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
11	Conc Pavt with Integral Curb, Nonreinf, 9 inch	25.00 Syd	25.00	\$95.00	0.00	0.00	\$0.00	0.00	\$0.00
12	Sprinkler Line, up to 2 inch	150.00 Ft	150.00	\$25.00	0.00	0.00	\$0.00	0.00	\$0.00
13	Sprinkler Head, Remove and Reset	10.00 Ea	10.00	\$40.00	0.00	0.00	\$0.00	0.00	\$0.00
14	Sprinkler Head, Replace	10.00 Ea	10.00	\$40.00	0.00	0.00	\$0.00	0.00	\$0.00
A - Miscellaneous Sub-Total:							\$0.00		\$222,308.56
Retainage							\$0.00		

CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period of June 1, 2019 to August 6 A.D., 19 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 ask, demand, sue for or claim compensation from the City of Farmington or his agents, in addition to the regular items set forth in the contract numbered 0111-18-0020 and dated December 6 A.D., 2018 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: August 6, 2019

Hartwell Cement Company

By: 

Ronald O'Malley

Title: President

**Farmington City Council
Staff Report**

**Council Meeting
Date: August 19, 2019**

**Item
Number
6D**

Submitted by: David Murphy

Agenda Topic: Consideration to approve the agreement for a short-term services contractor to manage the Governor Warner Mansion.

Proposed Motion: Move to approve the agreement for short-term services contractor, Mary-Jeanne Shore, to manage the Governor Warner Mansion through December 31, 2019.

Background:

City Administration would like to contract with Mary-Jeanne Shore to manage the Governor Warner Mansion through December 31, 2019. The previous mansion director Kim Shay resigned on June 30, 2019. Mary-Jeanne's main focus will be to execute the many programs scheduled to take place at the Warner Mansion through the end of the year.

Materials: Agreement

**CITY OF FARMINGTON
GOVERNOR WARNER MANSION**

AGREEMENT FOR SHORT-TERM SERVICES

This Agreement is made and entered into effective August 1, 2019, by and between the CITY OF FARMINGTON, a Michigan municipal corporation, hereinafter referred to as the "City," and Mary-Jeanne Shore, hereinafter referred to as the "Contractor," both of whom understand as follows:

RECITALS

- A. The City is the owner of the Governor Warner Mansion within the City of Farmington. The City operates the Mansion as a historical museum and for other purposes. The City has until recently retained the services of Kimberly Shay as "Mansion Director" of the Governor Warner Mansion.
- B. Ms. Shay has resigned as Mansion Director effective June 30, 2019. Contractor has served in the capacity of volunteer and docent and is familiar with the operations of the Mansion as a result.
- C. The City will be looking for a new Mansion Director and desires to temporarily contract for those services with Contractor.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. Duties. The City agrees to engage the services of Contractor to work in the capacity of Mansion Director of the Governor Warner Mansion to perform the functions and duties specified in the Scope of Services attached as Exhibit A hereto and incorporated herein, and to perform such other legally permissible and proper duties and functions as the City shall from time to time assign.
- 2. Term. The term of this Agreement shall be from August 1, 2019 – December 31, 2019.
- 3. Payment for Services. The City agrees to pay Contractor \$1,700 per month for her services rendered pursuant to this Agreement as the only compensation to which Contractor shall be entitled.
- 4. Independent Contractor Relationship.
 - A. In the performance of this Contract, the relationship of Contractor to the City shall be that of an independent contractor and not that of an employee or agent of City. Contractor is and shall perform under this Contract as an independent contractor, and no liability or responsibility shall arise or accrue to either party as a result of the performance of this Contract with respect to benefits of any kind, including without limitation medical benefits, worker's compensation, pension rights, or

other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship.

- B. Contractor, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the City or to make any representations to third parties that are binding upon the City with respect to the Mansion. This general limitation notwithstanding, however, and consistent with the requirements of Exhibit A, contractor may enter into agreements, in an amount of \$6,000.00 or less, related to:
 - (1) coordination and scheduling of all events, programs, and rentals held at the Mansion in accordance with city policies and standard contractual agreements;
 - (2) purchasing of all supplies and products, cleaning products and equipment, office supplies, operating supplies, and other miscellaneous items in accordance with city purchasing policies and procedures.
 - C. Except as may be specifically stated and agreed to in Exhibit A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the City in advance.
5. Hours of Work. The Contractor shall work all hours reasonably necessary to manage the Mansion operation in accordance with the activities described in the Scope of Work attached as Exhibit A hereto. The Contractor may from time to time utilize the services of volunteer assistants as appropriate to a given task; however, Contractor shall attend all events, presentations, or performances scheduled at the Mansion during the term of the Contract, unless otherwise approved by the City Clerk or City Manager on an event-by-event basis.
6. Insurance and Indemnification. The City agrees to defend, pay on behalf of, indemnify, and hold harmless Contractor for any and all claims, demands, suits or losses which may be asserted or claimed against her while acting only within the Scope of Work as set forth herein, including any Work performed on behalf of the Friends of the Governor Warner Mansion. This obligation does not apply to any other work or job performed by Contractor for any other governmental entity, corporation, partnership, business venture, or self-employment opportunity.
7. Other Terms and Conditions.
- A. Contractor acknowledges that the Governor Warner Mansion is a publicly-owned facility and that the presentations, programs, rentals, and events conducted or presented at or by the Mansion shall be in accordance with the community standards of the City in the City's discretion. Contractor shall give reasonable notice to the City Clerk or City Manager of all programs, rentals, and events proposed to be conducted or presented before approving or authorizing same.

- B. Contractor acknowledges that all rentals and uses of the Governor Warner Mansion shall comply with the Farmington Zoning Ordinance and applicable code and ordinance provisions.
 - C. The City, in consultation with the Contractor, shall fix any such other terms and conditions of service, as it may determine from time to time related to the performance of Contractor, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or the Scope of Services set forth in the Agreement.
8. Notices. Notices pursuant to this Agreement shall be given by first-class mailing with the United States Postal Service, postage prepaid, addressed as follows:
- A. City Clerk, 23600 Liberty Street, Farmington, MI 48335; and
 - B. Mary-Jeanne Shore, 37561 Greenwood Drive East, Northville, MI 48167

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of first-class mailing of such written notice with the United States Postal Service.

9. General Provisions.

- A. The text herein shall constitute the entire agreement between the parties. This Agreement contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties with respect thereto.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and personal representatives of Contractor.
- C. A waiver by City of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.
- D. This Agreement shall become effective on the date first set forth above.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect unless and except to the extent that the removal of the provisions found to be invalid or unenforceable frustrate the entire purpose of the Agreement.
- F. Contractor agrees to submit appropriate documentation for expenses to be reimbursed pursuant to this Agreement.

G. Confidentiality

- (1) The Contractor agrees that she will not, at any time during the term of employment or thereafter, disclose or use any trade secret, proprietary or confidential information of the City or any subsidiary or affiliate of the City, obtained during the Contract, except as required pursuant to the Contract or with the written permission of the City or, as applicable, any subsidiary or affiliate of the City.
- (2) The Contractor agrees that at the time of the termination of this Contract with the Contractor, whether at the instance of the Contractor or the City, and regardless of the reasons therefore, she will deliver to the City, and not keep or deliver to anyone else, any and all notes, files, memoranda, papers and, in general, any and all physical matter containing information, including any and all documents significant to the conduct of the business of the City or any subsidiary or affiliate of the City which are in her possession, including her personal distribution list and/or sponsorship roster, phone book, and similar items compiled during the course of her employment.
- (3) The Contractor agrees that the City’s remedies at law would be inadequate in the event of a breach or threatened breach of this Confidentiality provision, and, accordingly, the City shall be entitled, in addition to its rights at law, to an injunction and other equitable relief without the need to post a bond.

H. The City, in its sole discretion, may consent to assign this Agreement.

CITY OF FARMINGTON

 By: David M. Murphy
 Its: City Manager

STATE OF MICHIGAN)
) ss
 COUNTY OF OAKLAND)

The foregoing _____ was acknowledged before me by David M. Murphy, the City Manager for the City of Farmington, on the _____ day of _____, 2019.

 Notary Public
 _____ County, Michigan
 Acting in _____ County, Michigan

My Commission Expires: _____

CONTRACTOR

[INSERT NAME]

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me by
_____, on the _____ day of _____, 2019.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____